

OPEN SESSION: There were 2 members of the public present.

## **MINUTES OF THE MEETING OF THE RECREATION, LEISURE & OPEN SPACES COMMITTEE**

Held on Wednesday 6<sup>th</sup> June 2018 at 7.00pm at Ringwood Gateway, The Furlong, Ringwood.

PRESENT: Cllr Andy Briers (Chairman)  
Cllr Angela Wiseman (Vice-Chairman)  
Cllr Philip Day  
Cllr Hilary Edge  
Cllr Darren Loose  
Cllr Tony Ring  
Cllr Tim Ward

IN ATTENDANCE: Chris Wilkins, Town Clerk  
Nicola Vodden, Meetings Administrator  
Cllr Jeremy Heron

*Public Participation:- A member of the public present requested permission to participate in the discussion on agenda item 5. Event Management, during the course of the meeting, as she had been involved in the organisation of town events in the past. This was agreed.*

### **O/S5782 APOLOGIES FOR ABSENCE**

The Town Clerk reported that apologies for absence had been received from Cllr Murphy and O'Reilly.

### **OS/5783 DECLARATIONS OF INTEREST**

Cllr Heron declared a non-pecuniary interest in item 6. Gateway Square Management as he is a District Councillor.

### **OS/5784 MINUTES OF THE PREVIOUS MEETING**

**RESOLVED:** That the minutes of the meetings held on 2<sup>nd</sup> May and 30<sup>th</sup> May, having been circulated, be approved and signed as a correct record.

### **OS/5785 CARVERS AND YOUTH INTERVENTION WORK**

The Manager's monthly report (Annex A)

Members thanked The Manager for her report and commented that the work in relation to Carvers and the community café was progressing nicely.

Options for possible improvements (Annex B)

Cllr Ring mentioned the meeting planned with the Cricket Club and it's request for use of the showering facilities in the youth building. Members were happy to make best use of the facility and wished The Manager to be involved in any discussions, as it would have to complement her plans for activities for young people.

### 1) New mesh fence to N. and E. sides of play area

Fixing the damaged fence would cost £200, however, what was thought a better and more permanent solution had been investigated and the cost of replacing the fence (at the roadside and the return against the former groundsman's house) was £4,300.

Members agreed that this item be progressed and suggested that perhaps something more substantial was required. Quotes were also to be obtained for bow top railings, similar to those at the back of the skate park.

### 2) Level and re-surface driveway to eliminate dip

The edge of the driveway has crumbled and the condition of the area has deteriorated where the plastic cell blocks have crumbled resulting in large puddles when wet. There is a history of drainage problems in this area.

Members agreed that this proposal should not be proceeded with in isolation, but enquiries are to be made as to whether this can be incorporated into the levelling and re-surfacing of the path (6)

### 3) Graffiti removal

This proposal would improve the appearance of the area, but would provide a blank canvas for more graffiti.

Members did not wish to proceed with this proposal.

### 4) Extend hard surface path from skate park surround to driveway

This would provide a 8m x 1.5m link from the skate park to the plastic mesh track and a quote of £825 had been received for compacted hard core with edging board.

Members wished to progress this proposal, but would prefer a permeable concrete-supported grass surface.

### 5) Create hardstanding for use as parking area

The proposal was for a strip of compact hard core inside the existing gateway 50m x 2.5m, providing 15-20 parking spaces. Whilst there would be benefits of offering disabled parking and for events at The Place, there were concerns with using green space for this purpose, opening and locking the gates and monitoring of parking within the specified area and not on the grass generally.

Members did not wish to progress this proposal.

### 6) Level and re-surface path between Southampton Road and Carvers Lane entrances

This had been proposed by a member of the public expressing concerns with the state of the path. Members agreed that this would be an improvement for Carvers and needed to be progressed.

\*\* (NOTE: Developers contributions (held by NFDC) have been allocated to a shared use path for cyclists and pedestrians. It is anticipated that there should be no cost to the Council and no need to allocate CIL funds. The work will be carried out by HCC.) \*\*

**RESOLVED:** 1) That the Manager's monthly report be received;  
2) That the options for improvements at Carvers be progressed, as detailed above.

<b>ACTION</b> C Wilkins
-------------------------

## OS/5786 EVENTS MANAGEMENT

### Report on recent and upcoming events

#### -Street Party for the Royal Wedding – 18<sup>th</sup> May 2018

Cllr Day reported that the party had been well received, with lots of positive comments. It had been a complex event to organise, combining the wedding, entertainment and football coverage. He anticipated a surplus of around £750.

#### -Pedal Car Grand Prix – 8<sup>th</sup> July 2018

It was noted that potholes along the race track route had been marked out, however Hampshire Highways had not yet made the repairs required and requested that pressure is maintained and for this to be resolved.

#### -Carnival – 15<sup>th</sup> September 2018

Although this was not a Town Council event, it was noted that there had been some comments made on social media in relation to the location of the fair. The Carnival Committee have (and should) dictate where the fair is located, as this directly effects the money that can then be raised for charity.

#### -Remembrance Day Service – 11<sup>th</sup> November 2018

This is a civic responsibility and a Town Council event and Rev Roberts, as the representative of the British Legion is tasked with working with the Council to mark the day. This year is even more significant as it is the centenary of the end of WW1 and it is hoped that plans for an outdoor ceremony are possible, which can accommodate everyone wishing to attend.

Members discussed the location of the service and agreed that the Market Place is the preferred option, with a marquee and seating being provided. The procession would follow along the High Street and Christchurch Road, to the War Memorial, and the service there would co-ordinate with the national silence, before a procession back to the Market Place.

In relation to funding, the Town Clerk confirmed that a separate budget of £1,000 had been set aside for the event and Cllr Heron offered some of his District Councillor allowance towards the costs.

In addition to the required road closure for the procession, Members requested that arrangements be made for the roads around the Memorial Gardens to be closed for the duration of the service at the War Memorial.

Further work would follow on the finer details and Rev Roberts would communicate the arrangements, so far, to other organisations, and request their support for the event.

#### -Fireworks / Christmas events

The Events Team wished to put on these events, however, there were no arrangements in place, at this stage.

Cllr Day invited anyone interested in joining the Events Team to do so.

### Consideration of the creation of an Event Co-Ordinator role (*Annex C*)

Councillors, who were also members of the Events Team (ET), indicated that they wished to continue organising events, on behalf of the Town Council, and it would be meeting at some point to determine who had responsibility for organising each area relating to future events, such as fireworks and Christmas.

It was accepted that there needed to be a link between the ET and the office, as in the past, and this proposal sought to provide a single point of contact and an alternative way of working, which it was hoped would meet each parties needs better. The Town Clerk was aware that it was a contentious issue that these duties form part of his role and requested that Members consider his report and provide some guidance, in order for this to be addressed.

His requested approval, in principle, to the creation of the role of an Event Co-Ordinator, with an approved budget, in order for the Town Clerk to authorise a spend against it, as it became necessary. A lengthy discussion followed which highlighted a variety of factors to be taken into account and that Members had a diverse range of opinions on the matter.

It was acknowledged that it would be helpful for the Co-Ordinator role to exist, but that the role would be limited. Management plans are now in existence and this would reduce the time required for the planning of future events.

There was a question of whether it was too soon to consider this proposal before committing Council resources and it was suggested that it may be better for the ET to meet and establish its own strengths and identify areas where support may be required. It was clear that any new arrangement should be simple and Members wished to avoid another level of administration. Other areas of discussion included:-

The Role:-

- the proposal being for a zero-hours contract, to enable flexibility
- a question over whether the role justified 1/5 of a full time job. It was thought that perhaps this would only be the case if some volunteers weren't involved in the future
- that support could be given in obtaining grants, road closures, raising invoices, and with other duties, but that it would not be appropriate for any officer to be involved in obtaining sponsorship for an event
- that the work required was done in the volunteers own time and meetings were conducted out of hours and there was concern with how this would fit with a paid member of staff
- that a current member of staff was willing to take on the extra hours for the trial period
- that the role be taken on by a member of staff with delegated budget responsibility, avoiding referral to the Town Clerk
- costs incurred would depend on the level of officer who undertakes the role
- that it may be challenging for this to work 1 day per week, support could be required on other days involving other staff, in any event
- some did not wish to take The Manager at Carvers away from her current role/focus
- others felt that there is a link between her current role and events

In relation to the Town Clerk assuming the Co-Ordinator role:-

- some felt it sensible for the Town Clerk to be the point of contact as he had been involved with the ET before and it was thought that decisions would have to be sanctioned by him, in any event
- it was not felt that there would be any conflict of interest for the Town Clerk to take on this role
- some felt that the Town Clerk should not spend time organising events and questioned if this was that the best use of his time
- further to this, it would take the Town Clerk away from other Town Council work and would, even more so, if he attended ET meetings, which would require TOIL (or additional payment for hours worked)
- it was important to maintain the Town Clerk's full-time hours and not the reduction proposed in the report, as an option to pay for this role
- another view was that the Town Clerk assume the role for 6 months and report back on the amount of time involved, to enable Members to make an informed decision for any future provision
- it would be more convenient for someone local to attend meeting out of business hours

It was proposed that the recommendation in the Town Clerk's report be approved, but this was not agreed by Members.

At this stage, Cllr Heron wished to raise a staffing matter and requested that discussions continue in private session, at the end of the meeting. This was agreed.

#### Christmas illuminations (Annex D)

The Town Clerk indicated that the budget for the Christmas lights was not sufficient and either the shortfall would have to be made up or the plans pared back. Although the surplus from previous events was ring-fenced, he suggested that, as the lights and event were linked, that it wouldn't be unreasonable to propose that the additional cost be covered by that.

Members of the Events Team indicated that it would look to cover the shortfall in the budget and as all previous events have made a profit, they were confident that this could be achieved.

It was noted that the agreement in relation to the lights expires after Christmas 2018 and a new contract negotiated. In order to replicate what is currently provided, the cost will be significantly more.

- RESOLVED:**
- 1) That the verbal report on recent and upcoming events be received;
  - 2) That the creation of a new paid post of Events Co-Ordinator (on a 'zero-hours basis for an initial trial period of six months) not be approved;
  - 3) That the debate on the creation of an Event Co-Ordinator Role be deferred until the end of the meeting, to continue in private session;
  - 4) That the report on Christmas illuminations be received and the proposals therein be approved.

<b>ACTION</b> C Wilkins
-------------------------

**OS/5787**

#### **GATEWAY SQUARE MANAGEMENT**

Members were asked to consider the report on Gateway Square management and whether to recommend that the Service Level Agreement (SLA) and Licence to Occupy be entered into (*Annex E*).

The Town Clerk confirmed that an officer at the District Council had confirmed it would pay for the sanding and re-oiling of the seats, on the basis of the signed agreement.

Members expressed concerns about some points of detail (especially paragraphs 4.2 and 4.3 of the SLA), but upon the Town Clerk assuring Members that the documents were workable in practice and having regard to the need to avoid further delay, the issues were not pressed.

#### **RECOMMENDED TO FULL COUNCIL:**

That the Service Level Agreement, in relation to the Management of Gateway Square, and Licence to Occupy be entered into by the Council and the Council's seal be applied, as required.

<b>ACTION</b> C Wilkins
-------------------------

**OS/5788**

#### **POCKET PARK**

Cllr Loose had been approached by a resident in relation to the maintenance of Pocket Park. She had concerns that Pocket Park was overgrown and, although the grass had been cut, it needed some time spent on it, to improve its appearance.

The Town Clerk indicated that there were a number of factors that impacted on the ground staffs schedule including weather conditions, contractual commitments, and availability of staff and equipment. Currently the grounds team are fully stretched, however he would be guided by Members as to what they viewed as priority areas, requiring more attention.

He referred to the charts presented in November, which provided data on the team's priorities and time spent.

Members were concerned that contract work should not impact on the routine maintenance of the Council's land and whilst having an appreciation of the issues, requested that more time be spent on Pocket Park.

**RESOLVED:** That Members comments be noted and resources be directed to Pocket Park.

<b>ACTION</b> C Wilkins
-------------------------

**OS/5789  
PROJECTS**

The Town Clerk presented the updated project reports (*Annex F*).

CURRENT

Track across the Bickerley

The Town Clerk indicated that the proposal to maintain/improve the track across the Bickerley would be added to this year's list, as a project with budgetary implications, although it was not included in the 2018-19 budget. There had been a substantial number of positive responses to his letter, requesting a contribution to the improvements suggested, however there had been more households who had declined or not responded and, therefore, the works cannot proceed. The ground staff would continue to rake over the area and fill in potholes, as required.

Drainage works on the Bickerley

This item would be added to the 2018-19 list (with no budgetary implications). The Town Clerk reported that the contractors were on site to undertake the drainage works required.

PROPOSED

B5 Green Sheds at Carvers

Members agreed that this item be promoted and considered for possible inclusion as a bid in 2019-20 budget.

**RESOLVED:** That the update in relation to projects be received.

<b>ACTION</b> C Wilkins
-------------------------

*With the agreement of all Members, Standing Orders were suspended to allow the meeting to continue past 9.00pm.*

**OS/5790  
EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED:** That, in accordance with section 1(2) of the Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded because publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted (staffing matter).

**OS/5791  
EVENTS MANAGEMENT**

Discussions continued, from earlier in the meeting (*OS/5586 refers*), with further details given of the need to identify a single point of contact and the implications of not having a Co-Ordinator, going forward. The view remained that there needed to be some assessment of the time required to fulfil the role and the level of officer that Members required to undertake these duties.

The Town Clerk indicated that the proposal was to appropriately support the Events Team and had suggested '1 day a week' as a starting point for discussions, and so that a cost comparison could be made, depending on who took on the role.

**RESOLVED:** That the matter be considered further by the Policy and Finance on 20<sup>th</sup> June.

<b>ACTION</b> C Wilkins
-------------------------

There being no further business, the Chairman closed the meeting at 9.16pm.

**Note: The text in the Action Boxes above does not form part of these minutes.**

RECEIVED  
27<sup>th</sup> June 2018 Date

APPROVED  
4<sup>th</sup> July 2018

TOWN MAYOR

COMMITTEE CHAIRMAN

## RECREATION, LESIURE AND OPEN SPACES COMMITTEE

### 6<sup>th</sup> June 2018

#### Monthly report from Manager, The Place

##### 1. Staffing

We are pleased to welcome our new chef/supervisor, Chris House. Chris started on 22<sup>nd</sup> May. Members will recall that our original intention was for the position of Chef/Supervisor to be a potential job share (so that we had cover for annual leave/sickness and to provide flexibility). However, we were not able to offer the other applicant sufficient hours. So Chris will now be supported over the summer period by a Café Assistant, Max Pinfield (who has worked at the Visitor Information Centre for the past two years). Max's first day was 1<sup>st</sup> June.

##### 2. Café

The café was open for the June half term. Between 30-50 people per day came through the building which was good considering the weather was, once again, not kind to us! The opening hours will now reduce back to term-time hours for June and increase again in July and August.

The menu was shared with Members. It has been designed to be quite simple to start with so we can monitor its popularity and develop it when required. We have kept prices as reasonable as possible to reflect our objectives for the café to be 'youth friendly'.

##### 3. Youth Intervention Work

Whilst there is no current youth club or drop-in, or plans for such as service provided at Carvers, we are keen to ensure that some service provision remains in Ringwood. We are meeting with representatives of Ringwood Benefice, including their new Youth and Families Worker to discuss options.

##### 4. Anti-social behaviour/criminal damage

We have worked closely with the police to follow up with individuals involved in the anti-social behaviour/criminal damage experienced over the Easter holidays. One letter of apology has been received so far and we expect some compensation for the broken items from those individuals. So far we have had a far quieter holiday period in this regards, which is very good news.

##### 5. Events

This month we are looking forward to hosting the Skate Park competition, put on by Churches Together. The centre and café will be open for the duration of the event.

##### 6. Hiring

New hirers this month include Young Carers, who will be hosting 'youth club' for young carers. We are offering the facility FOC at this stage until funds can be found if the service is a success for them. We also look forward to welcoming BRS Academy on Fridays after school for football and multi-sports on the recreation field. They work with children from reception to year 6.



# A

## 7. Branding and marketing

As discussed, we are looking to develop a brand identity for Carvers Recreation Park and the facilities and services provided there including the centre (which needs a name!), the play area, café and skate park. I will be working with NFDC over the coming weeks to improve the signage around the park.

For further information, contact:

Charmaine Bennett, Manager, The Place  
Direct dial: 01425 484727  
Email: [Charmaine.bennett@ringwood.gov.uk](mailto:Charmaine.bennett@ringwood.gov.uk)

**RECREATION, LEISURE & OPEN SPACES COMMITTEE**  
**6<sup>th</sup> June 2018**

**Improvements at Carvers Recreation Ground**

1. Introduction and reason why decision required

- 1.1 The current budget includes a non-recurrent budget of £10,000 for improvements to Carvers Recreation Ground. This report sets out some suggestions and their estimated costs so that members can either agree specific measures or indicate their preferred priorities.

2. Background information, options, impact assessment and risks

- 2.1 The table below sets out some options:

Description	Reason	Est. cost
New 2m high green-coated Heras Triton welded mesh panel fence to N. and E. sides of play area	Improved security and appearance	£4,300
Level and re-surface driveway to eliminate dip	Improve vehicular / emergency access to building and skate park	£3,440
Graffiti removal	Improve appearance	£500
Extend hard surface path from skate park surround to driveway	Improved emergency access	Quote awaited
Create hardstanding for use as parking area	Add amenity	Quote awaited
Level and re-surface path between Southampton Road and Carvers Lane entrances	Improved safety and appearance	Quote awaited

- 2.2 The final item on the list was prompted by a recent complaint from a member of the public about the deterioration of the path's condition and possible trip hazards. This route has long been the subject of a proposal for replacement with a new combined path and cycleway to be funded by developer contributions. Members have previously remarked upon the importance of ensuring appropriate arrangements at the entrances when that project is implemented. This item could therefore be subsumed within that longer-term scheme (and might then cost this council nothing) but it might then be necessary for this council to take the lead in driving the project forward to ensure that it happens within a reasonable time.

3. Issues for decision and any recommendations

***What works to recommend or directions to give officers regarding possible improvements at Carvers.***

For further information, contact:

Chris Wilkins, Town Clerk  
 Direct Dial: 01425 484720  
 Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

**RECREATION, LEISURE & OPEN SPACES COMMITTEE**6<sup>th</sup> June 2018**Creating a new staff post of Events Co-ordinator****1. Introduction and reason why decision required**

- 1.1 The experience gained from the most recent Fireworks Display and Christmas Lights Switch-on events and the Royal Wedding Street Party suggests that there are likely to be significant benefits from creating a part-time paid role of Events Co-ordinator for the Town Council on a trial basis.

**2. Background information, options, impact assessment and risks**

- 2.1 The events described were all highly successful; being popular with local people and concluded not merely at no expense to the public purse but actually generating an overall (substantial) net surplus (retained to underwrite future events).
- 2.2 However, there are three causes for concern that this success may not be sustainable:
- 2.2.1 For want of any alternative, they were organised by an informal, unincorporated committee or team (with the result that banking facilities, insurance, etc. all had to be provided by the Town Council and at its financial risk or the events could not have happened);
- 2.2.2 The event organisation required a very large commitment of time from some councillors who are members of the events team; and
- 2.2.3 This way of doing things complicates both the provision of essential support from Town Council staff and application of the Town Council's financial controls, placing strain on both.
- 2.3 Assuming that the Town Council wishes to see events like these continue but remains concerned that Town Clerk not be distracted from his other duties by the demands of events management, some new arrangement needs to be found to take some of the strain off councillors and any others who volunteer to organise events, to improve co-operation between those volunteers and staff and to ensure adequate oversight and accountability.
- 2.4 It is therefore proposed that a part-time role of Events Co-ordinator be authorised, initially on a trial basis. The expectation would be that, if the post is authorised, an existing member of staff (Mrs. C. Bennett) will be appointed to the role for a six-month trial period starting on 1<sup>st</sup> July. At the end of that period this committee would be invited to review the appointment and decide whether to cancel it or make it permanent (in which event, in order to comply with the general public sector equality duty under s. 149 Equality Act 2010, the post would be advertised in the usual way).
- 2.5 The post would be established on a "zero-hours" basis to maintain the flexibility it would necessarily require but for the purpose of assessing the financial implications it is assumed, purely for illustrative purposes, that it would be the equivalent of one-fifth of a full-time post. On that assumption the cost of a six-month trial would be about £3,855. Since the current budget includes no provision for that, a further decision would be needed about funding arrangements. Possible options include:
- 2.5.1 Assuming that the post-holder will generate additional income from the events;
- 2.5.2 Negotiating a reduction in the Town Clerk's hours;

# C

2.5.3 Increasing the payroll budget (at the expense of the predicted year end general reserve balance);

or any combination of these.

2.6 Any recommendation from this committee will, owing to the resource implications, require ratification by the Policy & Finance Committee. If both approvals are obtained a job description, person specification and risk assessment for DBS checking would then be prepared by officers for approval by the Staffing Committee (which would oversee the recruitment process if and when the post were made permanent).

### 3. Issues for decision and any recommendations

***Whether to recommend the creation of the new paid post of Events Co-ordinator (on a “zero-hours” basis for an initial trial period of six months) and, if so,***

***What recommendations to make regarding the funding of the post***

***[OFFICER’S RECOMMENDATION: To support the creation of the new post but (in view of possible conflicts of interest) to leave the funding arrangements to members’ discretion.]***

For further information, contact:

Chris Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

## Christmas Illuminations

### 1. Introduction and reason why decision required

- 1.1 The purpose of this report is to explain to members what officers are proposing to arrange by way of Christmas Illuminations in the town centre for Christmas 2018 and doing to prepare for expiry of the current agreement.

### 2. Background information, options, impact assessment and risks

- 2.1 The projected cost of maintaining the displays used last year for one more year along with two fully dressed 25' trees in Gateway Square and Market Place is about £12,800. Since this exceeds the authorised budget of £11,220, officers propose to address the shortfall by:
- 2.1.1 Linking the financing of the illuminations to the financing of the switch-on and market event;
  - 2.1.2 Seeking to generate more income for that combination, including sponsorship; and
  - 2.1.3 Drawing upon the provision (reserve) earmarked for events, if necessary.
- 2.2 Since the current three-year agreement expires after Christmas 2018, officers are working on options for renewing it. It is assumed that members will want to refresh the displays and consider financing arrangements that may involve either a significant capital cost in 2019-20 (that is not repeated, on the same scale at least, until three years later) or rental costs that spread the expense more evenly from year to year. Because of the budget implications, this work needs to be progressed at least to a certain point before the 2019-20 budget is agreed and for this reason it is expected that a further report will be made to this committee in the autumn to enable members to agree the broad approach to renewal.

### 3. Issues for decision and any recommendations

***To note this report and give alternative directions to officers if members are dissatisfied with the proposals.***

For further information, contact:

Chris Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)

## Management of Gateway Square

### 1. Introduction and reason why decision required

- 1.1 A written agreement formalising the management arrangements for Gateway Square has been received from New Forest District Council and requires consideration by members.

### 2. Background information, options, impact assessment and risks

- 2.1 A draft Service Level Agreement accompanies this report. This document sets out in detail how management and maintenance responsibilities for Gateway Square are divided between the District Council and the Town Council. This element substantially confirms the current arrangements. It also provides a clear basis for the Town Council to licence events (including speciality fairs) on the land and retain the income derived from doing so.
- 2.2 In addition to entering into the service level agreement, the Town Council will also be required to enter into the licence to occupy in the form of the draft attached. Operators of specialist fairs and other events will be required to enter into modified and simplified forms of licence to occupy corresponding to this (which the Town Clerk will prepare and negotiate with the operators and sign on the Council's behalf).
- 2.3 This matter has been under discussion for a considerable time and most key elements have remained unchanged throughout but members ought to be aware of the following:
- 2.3.1 The District Council has promised to arrange the rubbing down and re-oiling of the benches, sculptures, etc. at its sole expense only once the documentation has been approved and completed (this work will require the area to be closed to the public for the duration of the work);
- 2.3.2 The District Council now requires that this Council bear one-half of the cost of replacing the street furniture (previous discussions had assumed that the Town Council would pay for routine maintenance but that the cost of eventual replacement would be borne by the District Council alone); and
- 2.3.3 Responsibility for maintenance of the drop-down standpipe would be clearly assumed by this Council (having formerly been left undefined because, seemingly, the District Council was unaware of its existence). Responsibility for the mains electricity supply points would, however, remain with the District Council as now.

### 3. Issues for decision and any recommendations

***Whether to recommend that the Service Level Agreement and Licence to Occupy be entered into by the Council and the Council's seal be applied as required.***

For further information, contact:

Chris Wilkins, Town Clerk  
Direct Dial: 01425 484720  
Email: [chris.wilkins@ringwood.gov.uk](mailto:chris.wilkins@ringwood.gov.uk)



Dated

2018

**(1) NEW FOREST DISTRICT COUNCIL**

**-and-**

**(2) RINGWOOD TOWN COUNCIL**

**AGREEMENT**

relating to the supply of

Services at the Recreation Land adjacent to Ringwood Gateway Building



# E

This Agreement is made the ..... day of .....2018

## **BETWEEN**

New Forest District Council of Appletree Court, Beaulieu Road, Lyndhurst, Hampshire, SO43 7PA  
("the District Council")

and

Ringwood Town Council of Ringwood Gateway, The Furlong, Ringwood, BH24 1AT ("the Town Council")

## **RECITALS**

- (1) The District Council is the registered proprietor of the freehold property known as land at Meeting House Lane, Ringwood registered at HM Land Registry under title number HP715439 ("the Land").
- (2) The part of the Land shown hatched blue on the attached plan reference **RL1** is Recreation Land.
- (3) By this Agreement the Parties set out how the Recreation Land is to be managed.

## **NOW IT IS AGREED AS FOLLOWS**

### **1 INTERPRETATION**

1.1 In this Agreement:

- "Agreement" means this deed between the District Council and the Town Council;
- "Commencement Date" means the date of this Agreement
- "Confidential Information" means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- "Responsibilities" means the Responsibilities of the District Council under the Agreement;
- "DPA" means the Data Protection Act 1998;
- "FOIA" means the Freedom of Information Act 2000;
- "GDPR" means General Data Protection Regulation (2016/679)
- "Information" has the meaning given under section 84 of the FOIA;
- "Land" means the freehold property known as land at Meeting House Lane, Ringwood registered at HM Land Registry under title number HP715439
- "Licence" means the Licence made between the District Council and the Town Council of even date related to the Land and attached at Schedule 2;
- "Management Agreement" means the deed made between the District Council, the Town Council and Hampshire County Council dated 3 April 2012 relating to the part of the land shown edged red on plan number E1469-A-803 attached to that deed;
- "Party" means the Town Council or the District Council (as appropriate) and "Parties"

	shall mean both of them;
“Personal Data”	means personal data (as defined in the DPA and, as applicable, the GDPR) which is processed by any Staff on behalf of the Town Council or any Staff on behalf of the District Council pursuant to or in connection with this Agreement;
“Recreation Land”	means the part of the Land shown hatched blue on the attached plan reference <b>RL1</b> ;
“Request for Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Specification”	means the specification for the Services (including as to quantity, description and quality) and Responsibilities as set out in Schedule 1;
“Staff”	means all officers, employees, agents, consultants and contractors of the Town Council and/or of any sub-contractor of the Town Council engaged in the performance of the Town Council’s obligations under the Agreement;
“Services”	means the services to be supplied by the Town Council to the District Council under the Agreement;
“Street Furniture”	means any bench, seating, sculpture, feature board, information board or plaque located on the Recreation Land.
“Term”	means the period from the date of the Agreement until it is terminated in accordance with the terms and conditions of the Agreement;
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 In these terms and conditions, unless the context otherwise requires:

- 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
- 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
- 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and
- 1.2.5 the word ‘including’ shall be understood as meaning ‘including without limitation’.

## 2 BASIS OF THE AGREEMENT

- 2.1 The Town Council agrees to provide the Services subject to and in accordance with the terms and conditions of the Agreement.

## 3 SUPPLY OF SERVICES

- 3.1 The Town Council shall supply the Services to the District Council for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In order to facilitate the supply of the Services the District Council grants the Licence to the Town Council.
- 3.3 In supplying the Services, the Town Council shall:
- 3.3.1 co-operate with the District Council in all matters relating to the Services and comply with all the District Council’s instructions;

# E

- 3.3.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice;
  - 3.3.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Town Council's obligations are fulfilled in accordance with the Agreement;
  - 3.3.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.3.5 comply with all applicable laws; and
  - 3.3.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 3.4 The District Council may by written notice to the Town Council at any time request a variation to the scope of the Services.
- 3.5 The Town Council may retain any monies it collects from third parties as a result of undertaking the Services.
- 3.6 The District Council shall undertake its Responsibilities for the Term.
- 3.7 In undertaking its Responsibilities, the District Council shall:
- 3.7.1 perform the responsibilities with all reasonable care, skill and diligence in accordance with good industry practice;
  - 3.7.2 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the District Council's obligations are fulfilled in accordance with the Agreement;
  - 3.7.3 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.7.4 comply with all applicable laws; and
  - 3.7.5 ensure that any tree works are undertaken in accordance with the District Council's Tree Policy, as may be amended.
- 3.8 Neither Party shall cut or alter any tree on the Recreation Land or attach anything to or hang anything from any such tree without permission from the District Council's Tree Officer.

## **4 REPLACEMENT STREET FURNITURE**

- 4.1 In the event of damage to Street Furniture becoming known to the Town Council they shall immediately inform the District Council and assist the District Council in the collection of evidence to identify how the damage was caused.
- 4.2 Both Parties shall agree to any items of Street Furniture being removed or added to the Recreation Land. If the Parties cannot reach an agreement, the District Council shall make the final decision.
- 4.3 The cost of removal of existing Street Furniture and purchase and installation of new Street Furniture on the Recreation Land shall be shared between the Parties equally.

## **5 TERM**

- 5.1 The Agreement shall take effect on the Commencement Date and shall terminate in accordance with the terms and conditions of the Agreement.

## **6 PREMISES AND EQUIPMENT**

- 6.1 The District Council shall provide the Town Council with reasonable access at reasonable times to the Recreation Land for the purpose of supplying the Services. All equipment and tools brought onto the Recreation Land by the Town Council or the Staff shall be at the Town Council's risk.
- 6.2 On the termination of the Agreement the Town Council shall vacate the Recreation Land, remove the Town Council's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Recreation Land in a clean, safe and tidy condition. The Town Council shall be solely responsible for making good any damage to the Recreation Land which is caused by the Town Council or any Staff, other than fair wear and tear and shall be solely responsible for carrying out any remedial works required to reinstate the Recreation Land to its original condition following removal of equipment or any objects placed on the Recreation Land by the Town Council.
- 6.3 Without prejudice to clause 3.3.6, any equipment provided by the District Council for the purposes of the Agreement shall remain the property of the District Council and shall be used by the Town Council and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the District Council on termination of the Agreement.
- 6.4 The Town Council shall reimburse the District Council for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Town Council or any Staff. Equipment supplied by the District Council shall be deemed to be in a good condition when received by the Town Council or relevant Staff unless the District Council is notified otherwise in writing within 5 Working Days.
- 6.5 Neither Party shall permit vehicles to access the Recreation Land.

## **7 ASSIGNMENT AND CONTRACTING**

- 7.1 The Town Council shall not without the written consent of the District Council assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The District Council may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Town Council shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 7.2 In clause 7.1, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the District Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 7.3 Where the District Council has consented to the placing of sub-contracts, the Town Council shall, at the request of the District Council, send copies of each sub-contract, to the District Council as soon as is reasonably practicable.
- 7.4 The District Council may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Town Council provided that such assignment, novation or disposal shall not increase the burden of the Town Council's obligations under the Agreement.

# E

## **8 GOVERNANCE AND RECORDS**

### **8.1 The Town Council shall:**

- 8.1.1 attend progress meetings with the District Council every 12 months and shall ensure that its representatives are suitably qualified to attend such meetings; and
- 8.1.2 submit progress reports to the District Council as and when requested.

### **8.2 The Town Council shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it. The Town Council shall on request afford the District Council or the District Council's representatives such access to those records as may be reasonably requested by the District Council in connection with the Agreement.**

## **9 CONFIDENTIALITY, TRANSPARENCY AND PUBLICITY**

### **9.1 Subject to clause 9.2, each Party shall:**

- 9.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
- 9.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.

### **9.2 Notwithstanding clause 9.1, a Party may disclose Confidential Information which it receives from the other Party:**

- 9.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
- 9.2.2 to its auditors or for the purposes of regulatory requirements;
- 9.2.3 on a confidential basis, to its professional advisers;
- 9.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 9.2.5 where the receiving Party is the Town Council, to the Staff on a need to know basis to enable performance of the Town Council's obligations under the Agreement provided that the Town Council shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 9.2.5 shall observe the Town Council's confidentiality obligations under the Agreement; and
- 9.2.6 where the receiving Party is the District Council:
  - (a) on a confidential basis to the employees, agents, consultants and contractors of the District Council;
  - (b) on a confidential basis to any other central government body, any successor body to a Central Government Body or any company to which the District Council transfers or proposes to transfer all or any part of its business;
  - (c) to the extent that the District Council (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
  - (d) in accordance with clause 10.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the District Council under this clause 9.

- 9.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information.

## **10 FREEDOM OF INFORMATION**

- 10.1 The Parties acknowledge that each Party is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
- 10.1.1 provide all necessary assistance and cooperation as reasonably requested to enable the Party that receives the Request for Information to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 10.1.2 provide the Party that receives the Request for Information with a copy of all Information belonging to that Party which is in its possession or control in the form that the other Party requires within 5 Working Days (or such other period as the District Council may reasonably specify) of the request for such Information;
- 10.2 Both Parties acknowledge that the Party that receives the Request for Information may be required under the FOIA and the Environmental Information Regulations 2004 to disclose Information concerning the other Party or the Services (including commercially sensitive information) without consulting or obtaining consent from the other Party. In these circumstances each Party shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the other Party advance notice, or failing that, to draw the disclosure to the other Party's attention after any such disclosure.
- 10.3 Notwithstanding any other provision in the Agreement, the Party that receives the Request for Information shall be responsible for determining in its absolute discretion whether any Information relating to the other Party or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

## **11 PROTECTION OF PERSONAL DATA AND SECURITY OF DATA**

- 11.1 Both Parties, as public authorities, shall comply with the DPA and the GDPR and any like legislation.

## **12 LIABILITY AND INSURANCE**

- 12.1 The Town Council shall not be responsible for any injury, loss, damage, cost or expense suffered by the District Council if and to the extent that it is caused by the negligence or wilful misconduct of the District Council or by breach by the District Council of its obligations under the Agreement.
- 12.2 Subject always to clauses 12.3 and 12.4, except in the case of claims arising under clause 16.3, in no event shall the Town Council be liable to the District Council for any:
- (a) loss of or damage to goodwill;
  - (b) loss of savings (whether anticipated or otherwise); and/or
  - (c) any indirect, special or consequential loss or damage.

# E

- 12.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
- 12.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 12.3.2 fraud or fraudulent misrepresentation by it or that of its Staff; or
  - 12.3.3 any other matter which, by law, may not be excluded or limited.
- 12.4 The Town Council's liability under the indemnity in clause 16.3 shall be unlimited.
- 12.5 The Town Council shall effect, with a reputable company, public and employers liability and other insurances necessary to cover the risks contemplated by this Agreement or arising out of the Town Councils performance of this Agreement, including death or personal injury, loss of or damage to property, financial loss from any advice given or omitted to be given by the Town Council or any other loss. The Town Council shall, at the request of the District Council, produce the relevant policy or policies together with receipts or other evidence of the latest premium due and paid thereunder. Public liability and employers liability cover of at least £5 million each in relation to any one claim or series of claims shall be obtained, unless otherwise agreed with the District Council. The terms of any insurance or the amount of cover shall not relieve the Town Council of any liabilities under the Agreement. The Town Council shall hold and maintain such insurance for a minimum of six years following the expiration or earlier termination of the Agreement.

## **13 FORCE MAJEURE**

- 13.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Town Council. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

## **14 TERMINATION**

- 14.1 Either Party may terminate the Agreement at any time by notice in writing to the other Party to take effect on any date falling at least 12 months later than the date of service of the relevant notice.
- 14.2 Without prejudice to any other right or remedy it might have, the District Council may terminate the Agreement by written notice to the Town Council with immediate effect if the Town Council:
- 14.2.1 (without prejudice to clause 14.2.4), is in material breach of any obligation under the Agreement which is not capable of remedy;
  - 14.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
  - 14.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Town Council receiving notice specifying the breach and requiring it to be remedied;
  - 14.2.4 breaches any of the provisions of clauses 9,10, 11 and 15 ; or
- 14.3 Termination of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 6.1, 6.2, 6.3, 6.4, 7, 8.2, 9, 10, 11, 12, 14.4, 15.4, 16.3, 17 and 18.7 or any

other provision of the Agreement that either expressly or by implication has effect after termination.

14.4 Upon termination of the Agreement, the Town Council shall:

- 14.4.1 give all reasonable assistance to the District Council and any incoming supplier of the Services; and
- 14.4.2 return all requested documents, information and data to the District Council as soon as reasonably practicable.

## **15 COMPLIANCE**

15.1 The Town Council shall promptly notify the District Council of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The District Council shall promptly notify the Town Council of any health and safety hazards which may exist or arise on the Recreation Land and which may affect the Town Council in the performance of its obligations under the Agreement.

15.2 The Town Council shall:

- 15.2.1 comply with the District Council's Corporate Health and Safety Policy, Open Spaces Safety Plan and Open Space Risk Assessment as provided to the Town Council from time to time while on the Recreation Land; and
- 15.2.2 notify the District Council immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Recreation Land where that incident causes any personal injury or damage to property which could give rise to personal injury.

15.3 The Town Council shall:

- 15.3.1 perform its obligations under the Agreement in accordance with all applicable equality Laws and the District Council's equality and diversity policy as provided to the Town Council from time to time; and
- 15.3.2 take all reasonable steps to secure the observance of clause 15.3.1 by all Staff.

15.4 The Town Council shall supply the Services in accordance with the District Council's environmental policy as provided to the Town Council from time to time.

15.5 The Town Council shall comply with, and shall ensure that its Staff shall comply with, the provisions of section 182 of the Finance Act 1989.

## **16 PREVENTION OF FRAUD AND CORRUPTION**

16.1 The Town Council shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement, or commit any offence under the Bribery Act 2010, or defraud, attempt to defraud or conspire to defraud the District Council.

16.2 The Town Council shall take all reasonable steps, in accordance with good industry practice, to prevent fraud or other breach of clause 16.1 by the Staff and the Town Council (including its members) in connection with the Agreement and shall notify the District Council immediately if it has reason to suspect that any such fraud or breach has occurred or is occurring or is likely to occur.

16.3 If the Town Council or the Staff engages in conduct prohibited by clause 16.1 or commits fraud



# E

in relation to the Agreement or any other contract with the District Council, the District Council may:

- 16.3.1 terminate the Agreement and recover from the Town Council the amount of any loss suffered by the District Council resulting from the termination, including the cost reasonably incurred by the District Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the District Council throughout the remainder of the Agreement; or
- 16.3.2 recover in full from the Town Council any other loss sustained by the District Council in consequence of any breach of this clause.
- 16.3.3 by notice require the Town Council to remove from performance of this Agreement any Staff whose acts or omissions have caused the breach.

## 17 DISPUTE RESOLUTION

- 17.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 17.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 17.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 17.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

## 18 GENERAL

- 18.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 18.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 18.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 18.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties acknowledge the Management Agreement and in the event of any conflict between the Agreement and Management Agreement, the Management Agreement shall prevail. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 18.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 18.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 18.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 18.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.

## **19 NOTICES**

- 19.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class post or recorded delivery to the address of the relevant party set out above or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 19.2 Notices served by personal delivery shall be deemed served on the Working Day of delivery provided delivery is before 4:45pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. Notice served by first class post or recorded delivery shall be deemed to have been given 2 Working Days after the date on which the notice was posted unless the notice has been returned as undelivered.

## **20 GOVERNING LAW AND JURISDICTION**

- 20.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

## **21 THIRD PARTY RIGHTS**

- 21.1 Unless it expressly states otherwise, the Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.
- 21.2 The rights of the parties to terminate or vary the agreement are not subject to the consent of any other person

# E

IN WITNESS whereof the parties have executed this Agreement as Deed the day and year first before written

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of NEW FOREST)  
DISTRICT COUNCIL in the present of: )

Authorised Signatory

EXECUTED as a DEED by affixing )  
THE COMMON SEAL of RINGWOOD)  
TOWN COUNCIL in the present of: )

Authorised Signatory

**SCHEDULE 1**  
**Specification**

1 The Town Council will provide the following Services:

- 1.1 Undertake weekly inspections of the Recreation Land.
- 1.2 Make written records of inspections, including:
  - 1.2.1 The date, time and name and job title of the person undertaking the inspection;
  - 1.2.2 Signs of vandalism, graffiti and theft;
  - 1.2.3 Damage or changes to the surfacing which create a safety hazard;
  - 1.2.4 Damage to benches/ seating, sculptures and feature boards;
  - 1.2.5 Damage to shrubs;
  - 1.2.6 Damage to trees and fallen limbs.
  - 1.2.7 Any suspected non-native invasive plant species.
- 1.3 Undertake all maintenance, including cleaning, re-oiling, treatment and repairs to the benches/seating, sculptures and feature bollards.
- 1.4 Undertake all maintenance on the water supply and standpipe located within the Recreation Land.
- 1.5 Undertake all shrub maintenance, including weeding, pruning, planting, watering and replacement to maintain the Recreation Land.
- 1.6 Remove at the earliest opportunity invasive and poisonous species within the planting areas.
- 1.7 Inform the District Council within 14 days in writing by email to [open.spaces@nfdc.gov.uk](mailto:open.spaces@nfdc.gov.uk) of any suspected sightings or spread of non-native invasive plant species.
- 1.8 Inform the District Council immediately in writing by email to [nfdc.trees@nfdc.gov.uk](mailto:nfdc.trees@nfdc.gov.uk) of any damage to trees and fallen limbs.
- 1.9 Inform the District Council immediately in writing by email to [open.spaces@nfdc.gov.uk](mailto:open.spaces@nfdc.gov.uk) of any safety hazards which become known to the Town Council either on inspection of the Recreation Land or through communications from third parties.
- 1.10 Make written records of maintenance work, including:
  - 1.10.1 The date, time and name of the person undertaking the work.
  - 1.10.2 A description of the work that was undertaken.
- 1.11 Manage events and access by third parties, including markets, stalls, fairs and fetes and sponsorship of horticultural activities ensuring compliance with relevant sections of the Agreement, provision of appropriate public liability insurance and compliance with all relevant legislation (including licensing) and local bylaws.
- 1.12 Ensure the safe and correct use of electric and water utilities when provided for events and identify any damage arising. The facilities are to be inspected promptly after such events and the Town Council are responsible for arranging and recovering the full cost of damage reinstatement from the organisers responsible for the event.
- 1.13 Inform the District Council as soon as they become known, by email to

# E

open.spaces@nfdc.gov.uk, of funding opportunities that have been brought to the attention of the Town Council and to only apply for such after consulting the District Council. The Town Council shall provide copies of funding bids and details of other monies received by the Town Council related to the Recreation Land.

## 2 The District Council's Responsibilities are as follows:

- 2.1 To undertake monthly inspections of the Recreation Land.
- 2.2 Make written records of inspections, including:
  - 2.2.1 The date, time and name and job title of the person undertaking the inspection;
  - 2.2.2 Any Services which have not been complied with.
  - 2.2.3 An assessment of tree health and damage to trees and fallen limbs in accordance with the District Council's Tree Policy, as may be amended.
- 2.3 To contact the Town Council to advise of any non compliances.
- 2.4 To inspect and fix traffic (highway designed) bollards, fences and gates on the site.
- 2.5 To inspect and undertake repairs to the pavior surfacing (Tegula 240x160x60 mm), using similar materials where practicable and available.
- 2.6 To inspect, fix and where necessary replace interpretation panels and signage.
- 2.7 To undertake works to trees to ensure public safety and a healthy tree stock in accordance with the District Council's Tree Policy, as may be amended.
- 2.8 To undertake litter picking, litter bin emptying and removal of fly-tipping.
- 2.9 To undertake street sweeping at suitable intervals, including fallen leaf removal from the hard surfaced areas.
- 2.10 To undertake and apply herbicide chemicals to the pavior areas to reduce the growth of weed species, using appropriate equipment and trained operatives.
- 2.11 To undertake removal or treatment of such non-native or invasive plant species, where practicable and following guidance from the Non-Native Species Secretariat.
- 2.12 To undertake ice treatment (such as gritting) in accordance with the District Council's Winter Maintenance Plan, as may be amended and clear snow from major pathway routes within a timely period.
- 2.13 To undertake cleaning, inspection and replacement of surface water drainage, including any soakaways pertaining the Recreation Land.
- 2.14 To maintain a safe level of lighting on the Recreation Land and maintain the existing electric sockets.
- 2.15 To undertake pest control operations within the area as necessary to reduce rodent populations in the interests of public health and safety.



# E

**IT IS AGREED** as follows

## **1. DEFINITIONS**

- 1.1 "Legislation" means all European or UK Statutes or Statutory Instruments and any Orders, Regulations, Directories and Codes of Practice for the time being in force issued by any competent Authority in respect of the Land and the use of it
- 1.2 "Licence Fee" means the licence fee set out in the Particulars payable as set out in the Particulars
- 1.3 "Licence Period" means the Licence Period set out in the Particulars
- 1.4 "Particulars" means the Particulars page set out at the beginning of this Agreement
- 1.5 "Services Agreement" means the agreement dated                      made between the New Forest District Council (1) and Ringwood Town Council (2)

## **2. INTERPRETATION**

In this Licence unless the context otherwise requires:

- 2.1 where any obligation is undertaken by two or more persons jointly they are to be jointly and severally liable in respect of that obligation
- 2.2 any sum payable by one party to the other will be exclusive of Value Added Tax which will where it is chargeable be paid in addition to the sum in question at the time when the sum in question is due to be paid
- 2.3 any reference to a Statute includes the reference to the Statute as amended or replaced from time to time and to any subordinate legislation or byelaw made under that Statute
- 2.4 The clause headings do not form part of this Licence and shall not be taken into account in its construction or interpretation

## **3. THE RIGHTS**

The Licensor grants the Licensee the Rights for the Licence Period in accordance with the terms of this Licence

#### **4. LICENCE**

- 4.1 The Licensor permits the Licensee to enter onto the Land to the extent necessary to exercise the Rights and for no other purposes during the Licence Period on the terms set out in this Licence
- 4.2 For the avoidance of doubt possession of the Land remains with the Licensor subject only to the Rights granted by this Licence to the Licensee
- 4.3 The Licensor shall not be under any duty or obligation to renew this Licence or to grant a new licence or to provide alternative rights to the Licensee
- 4.4 The Licensor can give no warranty as to the suitability of the Land for any events including use as a market and any other public events and if any damage is caused to the Land as a result of the Licensees use of the Land in the course of events or under the Services Agreement the Licensor may undertake works to reinstate the Land and the costs of such works will be recoverable as a debt
- 4.5 The Licensor shall not be liable for the loss of income incurred by the Licensee or by the Licensees servants or agents

#### **5. LICENSEE'S OBLIGATIONS**

The Licensee agrees with the Licensor:

- 5.1 To pay to the Licensor the Licence Fee (if demanded)
- 5.2 To exercise the Rights in such manner as not to do or cause or permit to be done any act or thing on or near the Land which may be or become a nuisance or inconvenience or cause damage or annoyance to the Licensor or to any third party sharing occupation of the Land with the Licensee or which may infringe any Legislation
- 5.3 To use the Land for the exercise of the Rights and for no other purpose whatsoever and to manage the Rights in accordance with the Services Agreement
- 5.4 To keep all existing fences and gates on or surrounding the Land in no worse condition than the condition at the date of this Licence and to make good any damage occasioned by the use and occupation of the Land during the said period of this Licence and in the event of the Licensee failing to make good any damage caused as a result of the Licensee use of the Land in the course of events or under the Services Agreement the Licensor shall be entitled to enter upon the Land and to carry out any works necessary to restore the Land to its original condition and to recover the cost thereof from the Licensee
- 5.5 To take full responsibility and ensure the safety and wellbeing of all event attendees including members of the public including notifying all public bodies and emergency services
- 5.6 If necessary to permit the duly authorised officers of the Licensor to have access to the Land at all reasonable times for the purpose of inspection
- 5.7 To indemnify and keep the Licensor indemnified from and against all actions, proceedings, costs, claims and demands by third parties in respect of any damage or liability caused by or



# E

arising from the exercise by the Licensee of the Rights and to provide to the Licensor (at the Licensee's own expense) information on the insurance cover

- 5.8 To comply fully with Legislation so far as the same relates to the exercise of the Rights and the Licensee's use of the Land and to keep the Licensor effectively indemnified against all actions, proceedings, costs, expenses, claims and demands in respect of any matter contravening the provision of such Legislation
- 5.9 To ensure there is adequate risk assessment and management processes in place and to carry employee and public liability insurance cover
- 5.10 To comply with any other restrictions which the Licensor may reasonably make during the Licence Period
- 5.11 To comply with the provisions affecting the Rights as set out in Schedule
- 5.12 On termination of this Licence immediately to vacate the Land

## **6. TERMINATION**

The Rights in this Licence will terminate immediately on the happening at any time of any of the following events:

- 6.1 The Licensee commits any breach or persistent breaches of this Licence and the Licensor having given written notice to the Licensee of such breach or breaches the Licensee fails within such period as the Licensor may specify to rectify such breach or breaches (if capable of rectification)  
(and in these circumstances the Licensee shall not be entitled to any compensation being payable whatsoever)
- 6.2 The Licensee commits a breach of the Services Agreement which is not capable of remedy (and in these circumstances the Licensee shall not be entitled to any compensation being payable whatsoever)
- 6.3 The Services Agreement is terminated

## **7. RECOVERY OF COSTS**

If the Licensee fails to rectify any breach of this Licence within such period as the Licensor specified to rectify such breach, the Licensor may enter the Land and carry out the works needed and the costs incurred by the Licensor in carrying out any such works shall be a debt due from the Licensee to the Licensor and payable on demand and any action taken by the Licensor pursuant to this clause shall be without prejudice to the Licensor's other rights

## **8. MANAGEMENT AND CONTROL**

The Licensor (in its absolute discretion) reserves the right to manage and control the future use of the Land and to vary the Rights in accordance with good management of the Land

## **9. NOTICE**

Either party may at any time discontinue the Licence granted by giving the other party twelve months notice in writing.

**10. PERSONAL LICENCE**

The benefit of this Licence is personal to the Licensee and is not assignable and the rights granted may only be exercised by the Licensee and possession of the Land remains vested in the Licensor subject to the rights granted by this Licence and this Licence shall not be construed as granting to the licensee any greater interest or right to exclusive occupation of the Land other than for the purpose now agreed

**11. RIGHTS OF THIRD PARTIES**

For the purpose of the Contracts (Rights of Third Parties) Act 1999 and notwithstanding any other provisions of this Licence this Licence is not intended to and does not, give any person who is not a party to it any right to enforce any of its provisions.

**12. FITNESS OF THE LAND**

By entering into this Licence the Licensor does not warrant that the Land are or will become or remain fit for the purposes set out in the Particulars

**13. EXECUTION AND DELIVERY**

This Licence may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document

**AS WITNESS** the hands of the parties the day and year first before written:

**SIGNED** by **RINGWOOD TOWN** )  
**COUNCIL** in the presence of: )

Witness  
Name  
Address

.....  
Authorised Signatory

**SIGNED** on behalf of **THE** )  
**DISTRICT COUNCIL OF** )  
**NEW FOREST** in the )  
presence of: )

.....  
Authorised Signatory

# E

## **SCHEDULE** **Provisions affecting the Rights**

The Licensee agrees:

1. Not to bring, cause or permit to be done or brought any object, matter or thing upon the Land by which any policy of insurance of the Licensor would or might be prejudicially affected
2. Not to carry out any alterations to the Land without first having obtained the written consent of the Licensor's Valuer and thereafter any alterations are to be carried out to his satisfaction
3. Not to hold a market or other public event without first having obtained the written consent of the Licensor

**DATED**

**2018**

**THE DISTRICT COUNCIL OF NEW FOREST**

**-to-**

**RINGWOOD TOWN COUNCIL**

**L I C E N C E**

**LAND ADJECENT TO RINGWOOD GATEWAY**

**Legal Services Manager  
New Forest District Council  
Appletree Court  
Beaulieu Road  
Lyndhurst  
Hants SO43 7PA**



Item No.	Name	Recent developments	Resource use				Finish in 2018-19?	Notes
			Finance			Staff time		
			Budget	Spent to date	Predicted out-turn			
<b>Projects with budgetary implications (bids included in 2018-19 budget)</b>								
A1	Play equipment replacement	Tenders received and appraised by evaluation panel. Discussions with tenderers initiated.	£40,000	£0	£40,000	Moderate	Probable	Discussions with tenderers required to clarify tenders and enable fair comparison.
A2	War Memorial repairs	£1,500 earmarked reserve established. Project Outline approved on 7 <sup>th</sup> Feb.		£125	Uncertain	Moderate	Probable	Detailed specification being prepared ahead of procurement exercise. 75% grant funding anticipated.
A3	Cemetery improvements	None	£3,000	£0	£3,000	Moderate	Probable	Staff will bring forward proposals in due course
A4	Mansfield Road verge	Woodland Trust/Rotary donation of plants being explored	£1,160	£0	£1,160	Minimal	Probable	
A5	Carvers Rec improvements	Further quotes being sought in light of options favoured by members	£10,000	£0	£10,000	Moderate	Probable	
A6	Front deck mower replacement	Delivery of new machine taken in April.	£20,000	£11,596	£11,596	Minimal	Definite	Amount spent includes trade in on old machine (£3,000). This item will not be updated further.
<b>Projects with budgetary implications (not included in 2018-19 budget but added since)</b>								
B1	Roller mower replacement	Approved at P&F in April. Delivery of new machine taken in April.		£4,750	£4,750	Minimal	Definite	Amount spent includes trade in on old machines (£750). This item will not be updated further.
B2	Bickerley tracks maintenance	Responses from residents being collated and appraised.		£0	£2,602	Minimal	Probable	Progress/viability depends on sufficient consensus among residents
<b>Projects with no budgetary implications</b>								
C1	Long Lane recreation facilities development feasibility study	Consultants are working on the brief agreed with RTFC and RTC.				Moderate	Probable	The initial draft study report is expected in mid to late June. Working Party meeting will then be called to consider it.



C2	Bickerley drainage works	4 <sup>th</sup> June – contractors commenced additional site remediation works				Moderate	Probable	Assurances received that site will be ready for fun fair. Fencing to be removed by Ellingham Show organisers
----	--------------------------	--	--	--	--	----------	----------	--



Item No.	Name	Brief description & notes (define scope and quality requirements)	Resource requirements						Budget Bid Priority (specify number)
			Finance			Time and attention			
			RTC recurring cost	RTC non-recurring cost	Other source	Members	Staff	Others	
<b>Projects with budgetary implications (for possible inclusion as bids in 2019-20 budget)</b>									
A1	Tennis at Carvers Rec								
A2	Grounds department workshop & store facilities	Relocate to new secure facility on a single site away from the cemetery							
<b>Projects with budgetary implications (for possible inclusion as bids in later budgets)</b>									
B1	Land adjoining Poulner Pits		£0	£?	£?				
B2	Riverside Walk		£0	£?	£0				
B3	Footpath extension at The Bickerley		£0	£?	£?				
B4	Brockey Sands	Volunteer-led environmental improvement?	£0	£?	£?				
B5	Land at Folly Farm	Develop leisure use	£?	£?	£?				
B6	War Memorial Gardens	Incorporate path and enhance boundary features	£0	£?	£?				
<b>Projects with no budgetary implications</b>									
	None								