

# LONG MELFORD PARISH COUNCIL

The Parish Offices, Cordell Road, Long Melford, Suffolk CO10 9EH  
Tel: 01787 378084 Email: clerk@longmelford-pc.gov.uk



## Full Parish Council Minutes of Meeting

Meeting called for **7:30pm, Thursday 1<sup>st</sup> October 2020**  
Location **Conducted by remote videoconferencing due to the COVID-19 pandemic.**  
Councillors present **I. Bartlett, M. Clayton, R. Delderfield, R. Kemp, L. Malvisi, C. Michette, J. Nunn, (Chair), L. Tipper, D. Watts, J. Watts**  
Councillors absent **J. Ewbank, J. Lines, R. Michette**  
Also attending **D. Lovelock (Parish Clerk), P. MacLachlan (RFO), Ten members of the public**

If not attached to these Minutes then associated documents referred to in it are available online at [www.longmelford-pc.gov.uk](http://www.longmelford-pc.gov.uk), or from the Parish Clerk on request.

**The Chair opened the meeting at 7:31pm. The following Agenda Items were addressed.**

**20/10-1 Apologies for Absence**

**An apology was** received from Cllr Ewbank.

The Clerk confirmed that Cllr Lines, who did not attend, had been granted a leave of absence until May 2021.

**20/10-2 Declarations of Interest and Requests for Dispensation**

Cllr Nunn declared a non-pecuniary interest in Agenda Item 20/10-14.

Councillor Malvisi declared an interest in Agenda Item 20/10-17.

No requests for dispensation were received.

**20/10-3 Confirmation of the Accuracy of Minutes for the last Full Parish Council Meeting, Held 3<sup>rd</sup> September 2020, and Authorisation to Sign Them Electronically**

The minutes for the meeting were reviewed.

Cllr D. Watts pointed out a typographic error in minute 20/09-03, line 5.

**Resolved – That, subject to the typographic error being corrected, the minutes be accepted as providing an accurate record, and that the Clerk be authorised to apply the Chair's electronic signature to them.**

**20/10-4 Public Participation**

A member of the public spoke regarding Agenda Item 20/10-17, to support cycling along the Railway Walk and to raise various queries regarding the cycling prohibition. The Chair responded that these questions should be answered when the Agenda Item was considered, but if they were not then they should email them to the Parish Clerk.

A member of the public spoke regarding recent comments made on social media, in which they claimed Councillors had made threats and challenges to members of the public, that the Facebook page was being administered in an undemocratic manner so as to stifle legitimate criticism, and that residents should be allowed to have a voice regarding matters of concern to the community. They also complained that Councillors C. and R. Michette were not being held accountable for their actions regarding recent incidents which had occurred on the Railway Walk.

A member of the public spoke regarding Agenda Item 20/10-17, to support cycling along the Railway Walk and to remind the Council that its own Environmental Policy stated that the Council will support cyclists and walkers.

**20/10-5 County Councillor's Report**

The Council received and noted Cllr Kemps report.

**20/10-6 District Councillor's Report (Appendix 1)**

The Council received and noted Cllr Malvisi's report.

**20/10-7 Parish Clerk's Report (Appendix 2)**

The Clerk clarified for Cllr Kemp that he did not know why the Environment Agency was disavowing responsibility for dealing with the flooding at Melford Bridge.

The Council then received and noted the Clerk's Report.

**Cllr D. Watts requested that the Chair move Agenda Item 20/10-17 up the Agenda to be considered next, and this was agreed.**

**20/10-17 Motion: Melford Walk Cycling Issue (Appendix 11)**

**Resolved, that the Council should consider and debate the issue.**

The Council then received Cllr Tipper's presentation regarding the matter, and discussed the current no cycling status along the Melford Walk. Cllr Tipper thanked members of the public for their attendance and contributions, proposing that she should put forward as an Agenda item for the next Full Parish Council Meeting that the Council should support a petition, which was in the process of being presented to Suffolk County Council (the owner of the footpath in question) that cycling should be allowed along the Melford Walk. This was agreed by the Council.

**20/10-8 Council Action Plan Review (Appendix 3)**

Cllr Delderfield provided an update regarding the status of items 19/171 and 19/194.

Cllr Kemp provided an update regarding the status of item 20/06-E10 (9.9b).

Cllr Bartlett provided an update regarding item 20/06-E10.

The Council then received and noted the Action Plan.

**20/10-9 Payments Schedule (Appendix 4)**

**Resolved, that the Council agrees the Payments Schedule for October 2020.**

**20/10-10 Cash Book Report (Appendix 5)**

The Council received the Cash Book Report for August 2020.

**20/10-11 External Audit (Appendix 6)**

The Council received the External Auditor's 2019/20 Statement and Certificate, noting with satisfaction that there were no matters requiring the Council's attention.

**20/10-12 Notice of Conclusion of Audit (Appendix 7)**

It was agreed that the Notice of Conclusion of Audit would be displayed on the Council Office notice board until 31 October 2020, and that it be retained for future reference on the Council website.

**20/10-13 Finance Committee Report (Appendix 8)**

The Council received and noted Finance Committee Meeting Draft Minutes dated 24/09/2020.

The Council considered recommendations arising from the report, and agreed as follows:

**Resolved, that the budget virements, as amended and recommended in the minutes, be adopted by the Council.**

**Resolved, that Council authorises the Clerk to accept, before the offer deadline of 12/10/2020, the Babergh District Council grant of £2,500 for future Melford in Bloom capital cost.**



**20/10-14 Motion: Donation to the Long Melford Heritage Centre** (Appendix 9)  
**Resolved, that the Council makes a donation of £2,000 to the Heritage Centre.**

**20/10/15 Motion: Adopt a Service Agreement with Sudbury Wardens** (Appendix 10)  
It was agreed that RFO should investigate the costs of entering a service agreement with Sudbury Community Wardens to carry out various maintenance activities in the Parish, and present them to the Council for consideration.

**20/10/16 Motion: Improvements to External Council Communications**  
**Resolved, that the Council improves its external communications by:**  
(i) **Employing an external contractor to revamp its website and ensure that it is WCAG 2.0 accessibility compliant.**  
(ii) **Publishing a bi-annual printed leaflet, detailing its activities.**

**20/10-18 Motion: Purchase of Country Park Grounds Maintenance Equipment** (Appendix 12)  
**Resolved, that the Council purchases grounds maintenance machinery and hand tools for use in Country Park, up to a value of £5,000, to be funded using the S106 money.**

**20/10-19 Motion: Progress the Old School Car Park Lease and a Related Grant Application** (Appendix 13)  
(i) **Resolved, that the Council seeks a CIL grant from Babergh District Council of up to 45% of the project cost (potentially to include 2 electric charging points) and that the Clerk submits a CIL funding enquiry form before the 31 October bid deadline.**  
(ii) **Resolved, that the Clerk drafts a business case for the grant support at (i) above in conjunction with Cllrs. Delderfield & Ewbank and the RFO.**

An amendment was carried for proposal (iii), that the Lease should be signed within the next fourteen days, and not to finalise it for consideration by the Council by December 2020.

(iii) **Resolved, that Cllrs Delderfield & Ewbank use their best endeavours to get the Old School Car Park Lease signed within the next fourteen days.**

**20/10-20 Motion: IT System Review**  
**Resolved, that the Council sets aside a provisional sum of £2,500 from the £10,000 grant recently received to fund a comprehensive review of its IT systems and equipment, to include the purchase of equipment and services if necessary.**  
The Clerk Confirmed that it was his intention to use local contractor's if possible.

**20/10-21 Country Park Committee's Report**  
Councillors thanked the Committee members, Cllrs Bartlett, Ewbank and Tipper, for their hard work over many months to place the Council in a position where it could take on the direct management of the Country Park. Cllr Tipper clarified the point that it was the Clerk who had been responsible for drafting the relevant contracts, and that the Country Park Committee had no involvement in this. Cllr Bartlett commented that LMOS had done a good job in managing the Park over the past eight years, and proposed that the Council should send a letter of thanks to them in recognition of their efforts. This was agreed by the Council, and the Clerk was asked to arrange this.  
The Council then received and noted the Country Park Committee's Report.

**20/10-22 Details of the Next Meeting**  
It was confirmed that the next Full Parish Council Meeting would be held remotely as scheduled at **7:30pm, Thursday 5<sup>th</sup> November 2020.**



There being no further business, the Chair closed the meeting at 9:45pm.

Signed:   
Chair, Long Melford Parish Council

Date: 05/11/2020

**Long Melford Parish Council**  
**Meeting of the Full Parish Council**  
**7:30pm, Thursday 1<sup>st</sup> October 2020**  
**Meeting Pack**



Members of the public can find copies of the documents listed below  
on the Parish Council's website at

<http://www.longmelford-pc.gov.uk/2020-full-parish-council-meetings/>

Agenda Item	Appendix	Document	-
20/10-6	1	District Councillor's Report	
20/10-7	2	Parish Clerk's Report	
20/10-8	3	Council Action Plan	
20/10-9	4	Payments Schedule	
20/10-10	5	Cash Book Report	
20/10-11	6	External Auditor's Statement and Certificate	
20/10-12	7	Notice of Conclusion of Audit	
20/10-13	8	Finance Committee Draft Minutes	
20/10-14	9	Melford Heritage Centre – Donation Proposal	
20/10-15	10	Community Warden Service Agreement Correspondence	
20/10-17	11	Melford Walk Cycling Prohibition Issues	
20/10-18	12	Country Park Equipment Report	
20/10-19	13	Old School Car Park Lease & Improvement Project Update	

**NOTES**

## **Parish Briefing Report**

**September 2020**

### **Planning White Paper**

The government published the long-awaited planning white paper earlier in August. This proposes a radical shake-up of the planning system. It has been suggested that it removes local control and favours large developers, although there are explicit statements to the contrary in the white paper. As is often the case, people read into these things what they want to see. The current planning system is too complex and inefficient, but some of the criticism from government aimed at local authorities is ill-informed. It remains to be seen what legislation is proposed following the consultation period.

### **Proposed Changes to the Current Planning System**

In addition to the Planning White Paper, another consultation document was published this Summer into changes to the current planning system. It sets out four proposals for measures to improve the effectiveness of the current system:

- Changes to the standard method for assessing local housing need.
- Securing First Homes, sold at a discount to market price for first time buyers, including key workers, through developer contributions in the short term until the transition to a new system.
- Temporarily lifting the small sites threshold below which developers do not need to contribute to affordable housing, to up to 40 or 50 units to support SME builders as the economy recovers.
- Extending the current Permission in Principle to major development so landowners and developers now have a fast route to secure the principle of development for housing on sites without having to work up detailed plans first.

Babergh will be debating its response to this consultation at the Council meeting this week.

### **Babergh Solar Car Ports**

Matched funding of up to £800,000.00 has been received by Babergh and Mid Suffolk to help both districts to embark on Environmentally friendly initiatives including electricity micro-generation and solar storage carports.

### **Shop Local to save your High Street**

High Streets across Babergh and Mid Suffolk could benefit from almost £19 m of additional income over the next 6 months if all adults spent an extra £5 by shopping local every week.

### **Sudbury's next generation join the fight against littering**

A family litter picking scheme run by Sudbury Town Council's community wardens, supported by Babergh District Council, is set to ensure Sudbury remains one of Suffolk's cleanest towns.

### **Leisure upgrade provides post-lockdown boost**

A £2.4m extension and refurbishment at Kingfisher Leisure Centre in Sudbury is making it possible for more customers to enjoy a safe return to fitness following lockdown.

### **Suffolk Winners Announced for Food Savvy's Delicious Drawings Competition**

Two children from Ipswich will have their 'Delicious Drawings' on Display from 17<sup>th</sup> August in their local East of England Co-op stores after winning ~Food Savvy's 'Delicious Drawings' Competition.

### **Homes Sweet Homes – Babergh's multi-million pound investment in social housing.**

Babergh District Council has recently secured a deal for 45 new-build homes in Sudbury to help low-income house-hunters – part of a multi-million pound investment in council housing across the district.

### **Business Innovation to be celebrated at new awards event**

Forward thinking businesses, large and small, are being invited to enter the inaugural Innovation Award 2020 being run by Babergh and Mid Suffolk District Councils.

### **Littering resources for community groups and parishes**

The UK has seen an increasing trend of litter being left behind in parks and open spaces following the continued easing of lockdown. You may wish to share [Keep Britain Tidy's #LoveParks campaign](#) and [DEFRA's 'respecting the outdoors' campaign graphics](#) to encourage our communities and visitors to put their litter in the bin or if full to take it home with them.

### **2020 Annual Canvass text messages**

The Annual Canvass process is now well underway, with the initial letters going out earlier this month. To help streamline the process we are encouraging an electronic process. Electoral services will trialling the free gov.uk notify service- sending text message reminders to electors that have notified us they are new to the property, but are still required to complete the registration process, to ensure that they are able to register to vote.

# **LONG MELFORD PARISH COUNCIL**

## **Parish Clerk's Report for August 2020**

### **Appendix 2**

#### **Quiet Lanes Suffolk Scheme**

Mills Lane 'Quiet Lane' expression of interest submission acknowledged by QLSS. Two adjacent parish councils have indicated that they would like to meet with LMPC to discuss and support the application. Awaiting advice regarding a spread of convenient dates.

#### **Complaint Against Councillors**

A Code of Conduct complaint regarding Cllrs. C. Michette and R. Michette has not been upheld and has been dismissed by the Monitoring Officer.

#### **Country Park Footbridge**

Suffolk County Council has completed repairs to the Country Park footbridge across the pits.

#### **Melford Bridge Flooding**

The blocked gulleys at Melford Bridge have been reported to SCC Highways Department.

#### **Fly-Tipping**

ID Verde were asked to remove a number of fly-tipped table bases from the roadside. Work completed.

#### **Vandalism to Railway Walk Signs**

Two of the new Railway Walk signs have been vandalised by removing them from their supports. One went missing completely, only to be returned some days later with the prohibition information masked out with self-adhesive vinyl. The matter has been reported to the police.

#### **WCAG2 Accessibility Review**

The Clerk has completed the WCAG 2 review of the Council's website and consider it to be compliant.

#### **Neighbourhood Watch Signs**

Neighbourhood Watch signs have been ordered and delivered.



**Long Melford Parish Council**

**Actions Arising from Meetings**

**As at 03/09/2020**

<b>Agenda</b>	<b>Action Arising</b>	<b>Action By</b>	<b>Completion Status</b>
<b>19/171</b>	Complete a land registry search to ascertain the ownership of the Hills Charity Land.	Cllr. Delderfield	O/S
<b>19/187</b>	Resolve Melford Green access and parking issues.	Cllr. Ewbank Cllr. Nunn	O/S
<b>19/191</b>	Progress Lease for the Old School Car Park	Cllr. Ewbank	O/S
<b>19/194</b>	Council to instruct solicitors to conduct a Land Registry Search regarding the cricket playing field.	Cllr. Delderfield	O/S
<b>20/03-17</b>	Bring proposal to the Council for purchasing additional VAS devices using over £3,600 of allocated S106 money.	Cllr. Nunn Cllr. R. Michette	O/S
<b>20/03-18</b>	Ascertain the status of a four-acre parcel of charity land at Back Lane and report back to the Council.	Cllr. R. Michette	O/S
<b>20/06-E10</b>	(9.3) SCC to be commissioned to complete final phase of street lighting, to be in keeping with the village character.	The Clerk	Completed
<b>20/06-E10</b>	(9.5) Sites and costs for additional seating to be identified.	Cllr. Bartlett Cllr. Clayton	Completed
<b>20/06-E10</b>	(9.9b) Obtain plans from SCC showing the precise proposed location of the dropped kerbs near the Black Lion.	Cllr. Kemp	O/S
<b>20/07-14</b>	Purchase and installation of new signs for Melford Walk.	The Clerk	Completed
<b>20/07-15</b>	Investigate the cost of proposed improvement works to the Village centre and report to the Council.	Cllr. Bartlett Cllr. Ewbank Cllr. D. Watts	O/S
<b>20/08-17</b>	Redraft the Civic Awards Policy	The Clerk	O/S
<b>20/08-18</b>	The Council conduct a survey of local residents to establish how they would like to see the play area facilities at Cordell Place improved.	Cllr. R. Michette	O/S
<b>20/09-14</b>	Investigate, cost and report back to the Council regarding lease and service agreement options for a replacement printer.	The Clerk	O/S
<b>20/09-19</b>	Write to Cllr. Kemp, requesting that he use his best efforts to progress a drainage problem with the SCC.	The Clerk	O/S

**Long Melford Parish Council**

**Actions Arising from Meetings**

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<b>19/191</b>	Progress Lease for the Old School Car Park	Cllr. Ewbank	O/S
<b>19/194</b>	Council to instruct solicitors to conduct a Land Registry Search regarding the cricket playing field.	Cllr. Delderfield	O/S
<b>20/03-17</b>	Bring proposal to the Council for purchasing additional VAS devices using over £3,600 of allocated S106 money.	Cllr. Nunn Cllr. R. Michette	O/S
<b>20/03-18</b>	Ascertain the status of a four-acre parcel of charity land at Back Lane and report back to the Council.	Cllr. R. Michette	O/S
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<b>20/07-14</b>	Purchase and installation of new signs for Melford Walk.	The Clerk	Completed
<b>20/07-15</b>	Investigate the cost of proposed improvement works to the Village centre and report to the Council.	Cllr. Bartlett Cllr. Ewbank Cllr. D. Watts	O/S
<b>20/08-17</b>	Redraft the Civic Awards Policy	The Clerk	O/S
<b>20/08-18</b>	The Council conduct a survey of local residents to establish how they would like to see the play area facilities at Cordell Place improved.	Cllr. R. Michette	O/S
<b>20/09-14</b>	Investigate, cost and report back to the Council regarding lease and service agreement options for a replacement printer.	The Clerk	O/S
<b>20/09-19</b>	Write to Cllr. Kemp, requesting that he use his best efforts to progress a drainage problem with the SCC.	The Clerk	O/S

**Long Melford Parish Council**  
**October 2020 payment schedule**  
Presented to the Parish Council meeting date 1 October 2020

23/09/2020: 13:12

<b>Appendix 4</b>
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Payments approved by Cllrs since the last meeting		Amount	VAT Accrual	Net Payment
No additional authorisation sought				
<b>Chargecard payments authorised by the Clerk (Statement date 1 September 2020)</b>		<b>Amount</b>	<b>VAT Accrual</b>	<b>Net Payment</b>
Lloyds Chargecard	Annual fee	£32.00	£0.00	£32.00
		<b>£32.00</b>	<b>£0.00</b>	<b>£32.00</b>
<b>October 2020 payments for authorisation</b>				
Payee	Description	Amount	VAT Accrual	Net Payment
Indigo Ross	Print Long Melford walks leaflet	£525.00	£0.00	£525.00
VR Electrical	Install 2 LED floodlights at Country Park toilets	£160.00	£0.00	£160.00
		<b>£685.00</b>	<b>£0.00</b>	<b>£685.00</b>

**Payments due prior to next meeting**

Direct debit and standing orders approved by the Council in March 2020 and August 2020  
October 2020 salary, pension and HMRC payments  
Contractual payments arising from prior decisions of the Council  
Payments arising from decisions of the Council on 1 October 2020

The payments above were authorised at the Parish Council meeting dated 1 October 2020

Councillor Signature:

**Appendix 5**

How paid received	Payer	Description	Amount	VAT	Net Payment
<b>Council receipts during August 2020</b>					
TFR	Nationwide Building Society	July interest	28.88	0.00	28.88
FPI	Luxsigns Ltd	Burial Income Crem 4: B11	330.00	0.00	330.00
FPI	Saxon Memorials	Burial income Sec D: X8	360.00	0.00	360.00
FPI	Stuart Buckle	Burial Income Sec D: V21	360.00	0.00	360.00
FPI	Donor name withheld	Defibrillator donation	50.00	0.00	50.00
FPI	Donor name withheld	Defibrillator donation	25.00	0.00	25.00
FPI	Donor name withheld	Defibrillator donation	25.00	0.00	25.00
FPI	H&AW Palmer Ltd	Burial Income Sec D: G5	55.00	0.00	55.00
			<b>1,233.88</b>	<b>0.00</b>	<b>1,233.88</b>
<b>Council payments during August 2020</b>					
DD	British Telecom	Cemetery mobile	16.80	2.80	14.00
DD	Lloyds Bank Chargecard	Refuse sacks	46.31	7.72	38.59
DD	Babergh District Council	2020/21 Council tax	558.43	0.00	558.43
FPO	Alan Sawyer	August expenses	87.16	7.03	80.13
FPO	Baldwin Alarms	CCTV - Rodbridge Country Park	1,477.67	246.28	1,231.39
FPO	Baldwin Alarms	Cemetery Alarm installation	983.04	163.84	819.20
FPO	Glasdon UK	Rubbish bags	86.68	14.45	72.23
FPO	Grown in Suffolk	MIB: July watering schedule	550.00	0.00	550.00
FPO	Rialtas Business Solutions	Annual support / maintenance	148.80	24.80	124.00
FPO	SBW&T Poole	MIB: grass cutting and sundry	137.50	0.00	137.50
FPO	Susie Dixon	Rodbridge hygiene products	137.96	23.00	114.96
FPO	TA Accounts	August payroll	6,156.65	6.80	6,149.85
FPO	Trustees Hyde Parker Resettle	Old Sch lease 2014/15 to 2018/19	125.00	0.00	125.00
DD	British Gas	Office electricity to 31/7/20	80.19	3.81	76.38
			<b>10,592.19</b>	<b>500.53</b>	<b>10,091.66</b>

## Section 3 – External Auditor Report and Certificate 2019/20

### Appendix 6

In respect of **LONG MELFORD PARISH COUNCIL – SF0258**

### 1 Respective responsibilities of the body and the auditor

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2020; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

Our responsibility is to review Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with guidance issued by the National Audit Office (NAO) on behalf of the Comptroller and Auditor General (see note below). Our work **does not** constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and **does not** provide the same level of assurance that such an audit would do.

### 2 External auditor report 2019/20

On the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), in our opinion the information in Sections 1 and 2 of the AGAR is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

Other matters not affecting our opinion which we draw to the attention of the authority:

None.

### 3 External auditor certificate 2019/20

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2020.

External Auditor Name

**PKF LITTLEJOHN LLP**

External Auditor Signature

 SIGNATURE REQUIRED

Date

26/08/2020

\* Note: the NAO issued guidance applicable to external auditors' work on limited assurance reviews for 2019/20 in Auditor Guidance Note AGN/02. The AGN is available from the NAO website ([www.nao.org.uk](http://www.nao.org.uk))

## Long Melford Parish Council

## Notice of conclusion of audit

## Annual Governance &amp; Accountability Return for the year ended 31 March 2020

Sections 20(2) and 25 of the Local Audit and Accountability Act 2014

Accounts and Audit Regulations 2015 (SI 2015/234)

Accounts and Audit (Coronavirus) (Amendment) Regulations 2020 (SI 2020/404)

<p>1. The audit of accounts for <b>Long Melford Parish Council</b> for the year ended 31 March 2020 has been completed and the accounts have been published.</p> <p>2. The Annual Governance &amp; Accountability Return is available for inspection by any local government elector of the area of <b>Long Melford Parish Council</b> on application to:</p> <p>(a) <u>DON LOVELOCK, CLERK</u>  <u>PARISH COUNCIL OFFICE</u>  <u>CORDELL ROAD, LONG MELFORD,</u>  <u>SUFFOLK, CO10 9EH</u></p> <p>(b) <u>BY ARRANGEMENT</u>  <u>MONDAY TO FRIDAY FROM 10:00 AM TO</u>  <u>3:30 PM</u></p> <p>3. Copies will be provided to any person on payment of <u>£0.30</u> (c) for each copy of the Annual Governance &amp; Accountability Return.</p> <p>Announcement made by: (d) <u>PAUL MACLACHLAN</u>  <u>RESPONSIBLE FINANCE OFFICER</u></p> <p>Date of announcement: (e) <u>2nd September 2020</u></p>	<p>Notes</p> <p>This notice and Sections 1, 2 &amp; 3 of the AGAR must be published by 30 November. <b>This must include publication on the smaller authority's website.</b> The smaller authority must decide how long to publish the Notice for; the AGAR and external auditor report must be publicly available for 5 years.</p> <p>(a) Insert the name, position and address of the person to whom local government electors should apply to inspect the AGAR</p> <p>(b) Insert the hours during which inspection rights may be exercised</p> <p>(c) Insert a reasonable sum for copying costs</p> <p>(d) Insert the name and position of person placing the notice</p> <p>(e) Insert the date of placing of the notice</p>
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## LONG MELFORD PARISH COUNCIL

The Parish offices, Cordell Road, Long Melford, Suffolk. CO10 9EH.

Tel: 01787 378084 email: clerk@longmelford-pc.gov.uk

**Minutes of:** Finance Committee  
**Date:** Thursday, 24 September 2020  
**Place:** Conducted remotely using videoconferencing facilities.

**Present:** Cllrs: J Ewbank (Acting Chair), L Malvisi, C Michette, R Michette, L Tipper, D Watts , J Watts

In attendance: The Responsible Finance Officer (RFO).  
 Two members of the public attended part of the meeting.

Chairman opened the meeting at 7.50pm.

Agenda Number	Description
20/09-F1	There were no apologies for absence.
20/09-F2	There were no declarations of interest and no requests for dispensation had been received.
20/09-F3	The <b>minutes previous meeting</b> held on Thursday 28 November 2019 at 7:00pm at URC, were unanimously agreed. The Clerk was authorised to apply the Acting Chair's electronic signature agreeing them as a true and accurate record.
20/09-F4	<b>Questions and or statements from the Public:</b> There were no questions raised by members of the public present.
20/09-F5	The <b>RFO reported</b> that: <ul style="list-style-type: none"> <li>(i) the Council had received an unqualified report from the External Auditor;</li> <li>(ii) the Council had applied for, and received, a small business grant of £10,000 from Babergh District Council;</li> <li>(iii) the next round of CIL grant fund bids must be submitted between 1 October and 31 October 2020.</li> </ul>
20/09-F6	Councillors reviewed and noted the <b>income and expenditure, bank reconciliation and funds statement to 31 August 2020</b> at appendix 1. Cllr R Michette asked that headers be added to each section of the income and expenditure statement. It was hoped that a future application would be made for electric charging points at the Old School car park.
20/09-F7	Councillors reviewed the <b>2020/21 budget and virements</b> proposed at appendix 2. <b>Recommendation:</b> <i>that the budget virements at appendix 2 be adopted by the full council with the following amendments:</i> <b>Add £10,000 to grant income</b> <b>Add £2,000 to Country Park Operating Costs</b>

	<b><i>Change the reduction of Remembrance Service costs to retain £50 in the budget Make compensating adjustment for items (i), (ii) and (iii) above in Discretionary Spending.</i></b>
20/09-F8	<p>Councillors reviewed the <b>General Risk Assessment</b> at appendix 3.</p> <p>Councillors noted that specific risk assessments would be prepared by the Clerk and presented to full council in coming months.</p> <p>It was agreed that Councillors R Michette and D Watts work through the various risk assessments with the RFO and bring an amended document to the next Finance Committee meeting.</p> <p>The RFO was asked to arrange for copies of <i>The Good Councillor Guide</i> to be distributed to all Councillors.</p> <p>Cllr Tipper apologised for having to leave the meeting</p>
20/09-F9	<p>Councillors reviewed the <b>insurance cover</b> provided (appendix 4) under the Council's policy and noted that insurers had been advised of the following material changes beyond the routine addition of Council assets:</p> <ul style="list-style-type: none"> <li>• new containers, and changed Ranger and volunteer arrangements at the Country Park;</li> <li>• increased defibrillator cover;</li> <li>• an increase in fidelity cover to limits recommended by the internal auditor.</li> </ul> <p>Councillors noted that the resulting premium had increased to £2,404.28.</p> <p>The RFO advised that he would arrange payment prior to the 1 October renewal date.</p>
20/09-F10	<p>Councillors received the Council's <b>asset register</b> (appendix 5) and made arrangements to make a physical inspection of the assets prior to the end of October 2020. The RFO was asked to write to councillors involved reminding them of their areas of responsibility.</p> <p>A revised asset register will be considered at the next Finance Committee meeting.</p>
20/09-F11	<p>Councillors noted the terms and conditions under which Babergh District Council had reserved a grant of £2,500 for future <b>Melford in Bloom capital costs</b> (appendix 6).</p> <p><b>Recommendation:</b> <b><i>that full council authorise the Clerk to accept the grant before the offer deadline of 12 October 2020.</i></b></p>
20/09-F12	<p>Councillors resolved that the <b>next Finance Committee meeting</b> should be held at 7:00pm on Thursday 26 November in order to comply with para 3.2 of the Council's Financial Regulations.</p>

There being no further business on the agenda, the meeting closed at 21:00.

Signed

Acting Chair, Finance Committee  
Long Melford Parish Council



Long Melford Heritage Centre is a great asset to the village not only with the Centre itself but also through its website and Facebook page, displays and information regarding the history of Long Melford. It is run entirely by volunteers giving not only time to open the centre but to prepare and arrange new displays, and uncovering the past with research and archeology, partly funded from their own pockets. This year, for instance, they have unearthed a previously unknown Roman Road along with evidence of buildings, metal working and habitation, this work is in the process of being evaluated and written up. More later when the finds will be displayed in a special exhibition. Excavations in this area will be resumed next year as there is a lot more to discover, this will evidently incur the costs of hiring a digger.

The Coronavirus Lockdown has caused a loss of income this year from visitors to the centre as the opening season has been considerably shortened. I am proposing that the PC make a donation from the Covid 19 grant we received, but firstly wish to state that this is entirely a suggestion from me, I have NOT had any formal request from the organisers or helpers. There has also been costs in making the centre Covid safe, on top of the usual expenses such as insurance and printing.

My proposal is that we make a one off donation of £2,000.00 to offset the lack of income and increased costs incurred this year, thus giving some financial stability to the Long Melford Heritage Centre, and that the Finance Committee look to include a yearly amount in our budgets to enable the Centre continue into carrying on prompting the Village and our heritage from Prehistory to the present time.

**From:** Finance@longmelford-pc.gov.uk <Finance@longmelford-pc.gov.uk>  
**Sent:** 26 August 2020 10:40  
**To:** nunnjohn@btinternet.com  
**Cc:** 'Long Council' <clerk@LongMelford-pc.gov.uk>  
**Subject:** RE: Sudbury Wardens

Dear John

A supplier enquiry on Sudbury Town Council for the period 1 April 2019 to 31 July 2020 shows the following payments for Sudbury Community Warden assistance:

**2019/20**

10/12/19	Install Christmas lights	£1,020.00 + VAT	
15/01/20	Parade traffic management	£582.06 + VAT	
11/02/20	Bin installation materials	£36.70 + VAT	2019/20 total = £1,638.76 + VAT

**2020/21**

08/06/20	Making Xmas lights safe	£43.38 + VAT	
13/07/20	Install hanging baskets	£100.00 + VAT	2020/21 total to date = £143.38 + VAT

I would comment as follows:

1. the main items of council expenditure (Remembrance traffic control and Christmas lights) are not the type of work that will be undertaken by just one person under contract. Typically the Town Council deploy a number of people simultaneously at time when many other councils require the similar work at the same time. Any contract should secure Community Warden priority for Long Melford at this time of year.
2. It is important to know specifically how the Council proposes to use the wardens, how regularly and to evaluate carefully how many hours this is likely to require. Judging from the above I am not sure we have a particularly heavy day-to-day demand for their services.

This may be the time to enquire whether a Remembrance Service is likely to be happening? If not, we can free up money in the budget. If it is going ahead, arrangements will need to be put in hand. The following figures are extracted from the 2020/21 budget approved by Council in January 2020. The Remembrance Sunday budget was later increased from £650 to £850 in order to secure the services of a local band (see minute 20/03-22).

Christmas Lights	Budget and installation delegated to Clerk	£2,000
Christmas Tree	Budget and installation delegated to Clerk	£1,200
Remembrance Sunday	Budget delegated to Clerk	£850

I hope this helpful.

Regards

Paul

**From:** [nunnjohn@btinternet.com](mailto:nunnjohn@btinternet.com) <[nunnjohn@btinternet.com](mailto:nunnjohn@btinternet.com)>

**Sent:** 25 August 2020 21:42

**To:** Paul MacLachlan <[Finance@longmelford-pc.gov.uk](mailto:Finance@longmelford-pc.gov.uk)>

**Subject:** Sudbury Wardens

**Importance:** High

Hello Paul

Could you calculate, how much Sudbury Town Wardens have cost the PC in a twelve month period, so we can estimate a potential saving by having them on a yearly Service Level Agreement.

*Kind regards*

*Cllr John M Nunn*

*Babergh District Councillor for Long Melford Ward*

*Chairman Long Melford Parish Council*

*Tel. 01787 313496*

*Mob. 07792 357039*

**MOTION tabled by Cllr. Tipper – Council to consider and debate the current no cycling status along the Melford Walk.**

I've proposed that the council need to collectively consider and debate the current no cycling status along the Melford Walk as there is a group of residents who are upset that they are no longer allowed to cycle along the footpath. The group is gathering support amongst residents and users of the walk and there is a petition circulating that, when completed, will be sent to SCC to ask the County Council to review the status of no cycling and to formally allow cycling along that footpath.

We are all aware of the actual legal status of the Melford Walk (see note 1 below for more detail) and the main two points are it is a designated Footpath and also a Local Nature Reserve.

However, I don't think the council can ignore the growing support that there is for the petition and the if the petition gets a lot of signatures then SCC will have to consider allowing cycling along the walk, especially as it is one of the routes being considered as part of the larger cycling project the County Council are looking at. I understand we are waiting to hear from SCC if the higher status of the Walk being a Local Nature Reserve has any affect regarding allowing cycling or not (there are plenty of cycle routes through National and Local Nature Reserves...)

From listening to some of the residents who are in favour of allowing cycling on the walk I've been told by them that the way LMPC have gone about enforcing the no cycling policy hasn't been appreciated, and this is what is really causing the increase of people wanting to sign the petition. The new signs with the red No Cycling signs on them have caused quite a stir and some don't understand why such measures are now being put in place, as up until now they have cycled along the track.

It might be prudent for council to consider taking a slightly less tough approach and turn a blind eye about the cycling. If SCC were to allow the footpath to become part of a cycling route that would attract a lot more cyclists to it than there currently are. It could also mean in the long term the path being widened and even surfaced!

Another option for council to consider could be to look into legally allowing cyclists to use the footpath by changing the use of the footpath, something I understand the council could do, as the long-term leaseholder. It could then be enforced by council that walkers have right of way over cyclists and a "cyclists slow down and dismount" sign could replace the no cycling signs.

If council decides to do nothing then I can only see the petition gaining more momentum and council being accused of not listening to its residents, which will have a knock on effect on many other initiatives and projects that council are working on.

Another suggestion made to me was could we have a referendum but we all know how popular they can be!

I would welcome to hear every councillor's view on this matter so we can try and find the best solution to what is becoming quite a large issue within the village.

*Cllr. Lisa Tipper*

**Note 1. Background and current legal status (extracts from the paper compiled by Cllr. R Michette)**

When Suffolk County Council took over the route from British Rail and they designated it as Permitted Path which meant they would allow certain access and activities to the Walk but could withdraw these at any time. A Permitted Path is not a right of way, nor does it give the public any rights over the land. SCC also made it a County Wildlife Site as there were unusual species found on the Walk, this status is only advisory and give no protection in law, for example planning.

In 2003 SCC upgraded the status from a CWS to a Local Nature Reserve which is backed by Legislation under Government Acts of Parliament. This means that not only there is protection against planning applications but that LMPC, who have a 90 plus year lease from SCC for Melford Walk, must manage it as laid down in the Legislation which means that it must be publicly accessible there must not be any detrimental effect on wildlife.

Between 2003 and 2012 SCC made the 1.1 mile walk a public right of way, namely Foothpath 40 Long Melford. Government Legislation covering Footpaths -

1. Public Footpaths, give a **right to pass and repass on foot only**, which currently applies to The Melford Walk.

The clauses of the Lease granted by SCC to LMPC obliges the Parish Council to manage the Melford Walk in line with the above and the law.

## **Long Melford Country Park**

### **Proposal for purchase of machinery and tools**

Information supporting the Motion to purchase up to £5,000 of machinery and tools for the Country Park using S.106 money allocated to the Park.

#### **Estimates for new equipment**

- Ride on tractor mower - £3,700 to £4,000
- Hand motor mower - £400
- Sundries to include fuel cans, wheelbarrows, loppers, bow saws, secateurs, etc. - £400 to £500

Reciprocating mowers are very expensive (£1,000) and would be used very infrequently for cutting the long grass (every 2 to 3 years) so using a contractor could be more cost effective. Likewise with a trimmer how much would it be used? Could one of the Cemetery trimmers be borrowed?

Second hand is always an option and this has been investigated. The criteria for this has been purchasing from a reputable dealer or a known and trusted source. This has proved to be quite limiting but a couple are being considered.

#### **Estimates for second-hand equipment**

- Ride on tractor mower - £1,500
- Hand motor mower - £100 to £200
- Sundries to include fuel cans, wheelbarrows, loppers, bow saws, secateurs, etc. - To be acquired by F.O.C. donations if possible

Cllr. I. Bartlett  
25/09/2020

**24<sup>th</sup> September 2020**

**Update on AGENDA ITEM WITH VOTE - Old School car park lease and related improvement project**

**Draft Lease**

We present the attached draft lease to the PC for approval at the October full PC meeting. Please note that the term on offer has now been provisionally extended by the landlord to 30 years. The rent is at £250 p.a. (c/w the current rent of £25 p.a.) but please note below the clause re 5 year rent reviews.

If you recall, the lease offered a year and a half ago was for just 5 years and that would have rendered a grant application as pointless, with BDC refusing to countenance CIL 123 Fund support for any leasehold project where the lease is less than 25 years. As the cost of renovating the surface of the car park, improving drainage and adding low level lighting is anticipated to be in the region of £40,000 - £50,000, our ability to be able to access grant funding is crucial.

The landlord countered our request for a longer lease with a 20 year term but as of earlier this month, they finally agreed to our request for a 30 year term. Also please note there is no break clause as again, a break clause will weaken the chances of a successful grant application.

Sadly the landlord was not prepared to move on our request for a more practical and reasonable rent review programme. In the attached draft lease the rent review programme is every 5 years for a sum as agreed between landlord and tenant. This translates to the landlord tabling a higher rent and if we disagree we have to push for arbitration – time consuming and potentially costly. We suggested 10 year rent reviews with increases limited to the change in the Consumer Price index (and subject to a maximum) but this request was flatly dismissed by the landlord. We expect that this is because the landlord is aware of the intention to put a donations box on the site although it is our opinion that the proceeds from that will do little more than cover routine maintenance costs. Also it is highly questionable as to the right the landlord would have to demand higher rent on an improved site when the full funding for that improvement will be coming from the PC and BDC – and not the landlord. However as things stand the lease permits the landlord to table a new proposed rent amount every five years, at a level of his choosing and if we are unhappy with the level chosen the onus will be on the PC to negotiate and potentially to seek independent arbitration.

It is also the case that the new lease falls outside the Landlord & Tenant Act 1954, thus offering us minimal security of tenure. This is because a court order was arranged in January 1998, to coincide with the commencement of the previous lease, notifying the PC that the lease then would be outside the Act. As we signed that lease in 1998 and thus acknowledged the existence of the court order concerned, we believe it is futile to argue now against this lease falling outside the protections of the Act.

Whilst it is our recommendation to proceed with this new lease, despite the issues noted above, the lease should not be signed until approval of the BDC grant set out below is obtained – likely March 2021. In the meantime the arrangements for the anticipated improvement project can be finalised.

## Improvement Project

Thus far we have received two quotations for improved surfacing of the car park and a third will be obtained in the near future:

- **DW Surfacing (who laid the new car park surface at the village hall):**

To clear and clean the existing drainage gullies, to scrape the existing surface and provide an underlying binder course of tarmac, then to surface dress with rolled golden gravel. Also to lay kerbs around the edge and to provide block paved parking markings: **£36,663 + VAT**

- **P Crawford (Contracting) Ltd**

**Winter 2020** - To carry out a temporary scrape and levelling of the site, so it can continue to be used, but at the same time to drill a bore hole so as to monitor water levels and then to prepare a drainage plan for the site.

**Spring 2021** - to clear the existing surface and drainage gullies, to install the improved drainage system then to install metal edging around the perimeter of the site, to lay a 100mm layer of road plainings with a binding agent then to install black stone kerbs which will mark out the parking places at 2.4m spacing. Then to add a top surface of screened gold stone (locally sourced) and to compact that top layer. Finally to clean up and grass seed the verges up to the new metal edging.

**£36,531 + VAT**

A further quote is required but at this stage we favour the P Crawford quote, not because of the slightly cheaper price, but because of the very considered approach that contractor has taken towards drainage which has thus far been problematical due to the high water table at this location. The DW quote focuses just on updating the existing drainage which has largely failed to date, whereas the P Crawford quote offers the prospect of a careful review of drainage options, leading to a better drainage solution in the future and thus a longer life for the surface.

Both quotes are for a gold stone surface which is in keeping with a heritage location. That surface matches the colour and composition of the existing roadway around Melford Hall. Both quotes also provide for more subdued place markings (i.e. not white lines).

The PIIP has £28,000 earmarked for this project but the intention is as follows:

1. To use £22,000 of PIIP funds towards the main surface repair and drainage contract.
2. To seek the balance of the surface repair and drainage cost, up to £18,000, from a BDC CIL grant.
3. To provide up to £6,000 of PIIP funds for good quality low level lighting and for fixtures & fittings including a stone built donations box.
4. To seek Suffolk 2020 Fund Funding for 2 x electric vehicle charging points (as per current media coverage of this initiative).



Early stage contact has been established with a landscape and car parking expert from the National Trust and when the lease is approved the intention is to finalise matters with the NT and to obtain their approval of the final chosen contract.

Jonathan Ewbank and Richard Delderfield

DATED \_\_\_\_\_ 2019

(1) CHARLES ROBERT BARKER HEWITSON, BRIAN TURNBULL JULIUS  
STEVENS

AND

(2) LONG MELFORD PARISH COUNCIL

**RENEWAL LEASE BY REFERENCE TO AN EXISTING LEASE**

Hewitsons LLP  
Shakespeare House  
42 Newmarket Road  
Cambridge  
CB5 8EP

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

SK315019

**LR2.2 Other title numbers**

None

**LR3. Parties to this Lease**

**Landlord**

CHARLES ROBERT BARKER HEWITSON of Shakespeare House, 42 Newmarket Road, Cambridge, Cambridgeshire, CB5 8EP and BRIAN TURNBULL JULIUS STEVENS of 16 Old Bailey, London, EC4M 7EG

**Tenant**

LONG MELFORD PARISH COUNCIL care of Parish Clerk, Parish Offices, Cordell Road, Long Melford, CO10 9EH

**Other parties**

None

**LR4. Property**

See the definition of "Property" in clause 1.1 of this Lease.

**LR5. Prescribed statements etc.**

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

**LR5.2 This Lease is made under, or by reference to, provisions of:**

None.

**LR6. Term for which the Property is leased**

The term as specified in this Lease at clause 1.1 in the definition of “Contractual Term”.

**LR7. Premium**

None.

**LR8. Prohibitions or restrictions on disposing of this Lease**

The Existing Lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant’s contractual rights to renew this Lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant’s covenant to (or offer to) surrender this Lease**

None.

**LR9.3 Landlord’s contractual rights to acquire this Lease**

None.

**LR10. Restrictive covenants given in this Lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this Lease for the benefit of the Property**

The easements as specified in the First Schedule of the Existing Lease.

**LR11.2 Easements granted or reserved by this Lease over the Property for the benefit of other property**

None.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

None.

THIS LEASE is made the       day of       20~~2019~~

**BETWEEN**

- (1) CHARLES ROBERT BARKER HEWITSON of Shakespeare House, 42 Newmarket Road, Cambridge, Cambridgeshire, CB5 8EP and BRIAN TURNBULL JULIUS STEVENS of 16 Old Bailey, London, EC4M 7EG (“**the Landlord**”) and
- (2) LONG MELFORD PARISH COUNCIL care of Parish Clerk, Parish Offices, Cordell Road, Long Melford, CO10 9EH (“**the Tenant**”)

**BACKGROUND**

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this Lease.

**NOW THIS LEASE WITNESSES** as follows:

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this Lease.

**1.1 Definitions:**

“**Additional Covenants**” means the covenants detailed at the Third Schedule of this Lease.

“**Annual Rent**” means rent at rate of £250.00 (Two Hundred and Fifty pounds) per annum and any interim rent determined under the LTA 1954.

“**Contractual Term**” means a term of years beginning on, and including 29 September 2018 and ending on, and including 28 September ~~2038~~2048.

“**Excluded Terms**” means any terms, requirements, covenants or conditions contained in the Existing Lease to the extent that they are inconsistent with, specifically excluded or substituted by, the terms of this Lease.

“**Existing Lease**” means the lease by virtue of which the Tenant holds the Property, which is dated 30 January 1998 and made between The Royal Bank of Scotland and Long Melford Parish Council (a copy of which is annexed to this Lease at the Second Schedule) and the documents made supplemental to it.

“**Incorporated Terms**” means with the exception of the Excluded Terms, all of the terms, requirements, covenants and conditions contained in the Existing Lease with such

**Commented [NN1]:** My client has asked if the Landlord would consider granting a 30 year term. The Parish Council are looking at obtaining grant support so a longer lease term would really assist with their prospects.

modifications as are necessary to make them applicable to this Lease and the parties to this Lease and as specifically varied by *clause 3* including:

- (a) the definitions and rules of interpretation in the Existing Lease;
- (b) the agreements and declarations contained in the Existing Lease;
- (c) the rights granted and reserved by the Existing Lease (including the right of re-entry and forfeiture); and
- (d) the third party rights, restrictions and covenants affecting the Property.

**“Landlord’s Covenants”** means the obligations in this Lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

**“LTA 1954”** means Landlord and Tenant Act 1954.

**“Plan”** means the plan attached to the Existing Lease marked “Plan”.

**“Property”** means the property known as Car Park at Long Melford, Suffolk and shown edged red on the Plan and as described in the Existing Lease.

**“Rent Payment Date”** means 29 September paid in advance in each year.

**“Review Date”** means ~~28 September 2023 and every fifth anniversary of that date~~  
2035

**“Tenant’s Covenants”** means the obligations in this Lease, which include the obligations contained in the Incorporated Terms and the Additional Covenants to be observed by the Tenant.

**“VAT”** means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

1.2 References to the landlord and tenant in the Existing Lease shall be read as references to the Landlord and Tenant in this Lease.

## 2. GRANT

2.1 The Landlord lets with limited title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 This grant is made on the terms of this Lease which include the Incorporated Terms as if they were set out in full in this Lease.

2.3 The Tenant covenants with the Landlord that it will comply with the Tenant’s Covenants.

2.4 The Landlord covenants with the Tenant that it will comply with the Landlord’s Covenants.

**Commented [NN2]:** Under the current lease, no reviews are required. However, in consideration of a longer term my client would be willing to look at a rent review half way through the term.

2.5 The grant is made with the Tenant paying the following as rent to the Landlord:

2.5.1 the Annual Rent and all VAT in respect of it; and

2.5.2 any other sums due under this Lease.

### 3. THE EXISTING LEASE

For the purposes of this Lease only, the terms of the Existing Lease shall be varied as set out in the First Schedule and this Lease shall be read and construed accordingly.

### 4. THE ANNUAL RENT

4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it in advance on or before the Rent Payment Date.

4.2 The first payment of the Annual Rent shall be made on the date of this Lease.

### 5. REVIEW OF THE ANNUAL RENT

5.1 The Annual Rent shall be reviewed on each Review Date to equal:

5.1.1 the Annual Rent payable immediately before the relevant Review Date (or which would then be payable but for any abatement or suspension of the Annual Rent or restriction on the right to collect it) or, if greater;

5.1.2 the rent agreed between the Landlord and Tenant at any time.

5.2 If the revised Annual Rent has not been agreed by the Landlord and the Tenant on or before the relevant Review Date, the Annual Rent payable from that Review Date shall continue at the rate payable immediately before that Review Date. No later than five working days after the revised Annual Rent is agreed, the Tenant shall pay the shortfall (if any) between the amount that it has paid for the period from the Review Date until the Rent Payment Date following the date of agreement of the revised Annual Rent and the amount that would have been payable had the revised Annual Rent been agreed on or before that Review Date.

5.3 The Landlord and the Tenant shall each bear their own costs in connection with the rent review

5.4 Time shall not be of the essence for the purposes of this clause.

### ~~6. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954~~

~~6.1 The parties confirm that:~~

~~6.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, before this Lease was entered into;~~

**Commented [NN3]:** My clients are currently protected and so do not agree to this.



~~\_\_\_\_\_ who was duly authorised by the Tenant to do  
so made a statutory declaration dated \_\_\_\_\_ in accordance with  
the requirements of section 38A(3)(b) of the LTA 1954; and~~

~~6.1.2 there is no agreement for lease to which this Lease gives effect.~~

~~6.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in  
relation to the tenancy created by this Lease.~~

## 7.6. **NOTICES**

~~7.1~~6.1 Any notice given under this Lease must be in writing.

~~7.2~~6.2 Any notice or document to be given or delivered under this Lease must be:

~~7.2.1~~6.2.1 delivered by hand; or

~~7.2.2~~6.2.2 sent by pre-paid first class post or other next working day delivery service

~~7.3~~6.3 Any notice or document to be given or delivered under this Lease must be sent to the relevant party as follows:

~~7.3.1~~6.3.1 to the Landlord at:

c/o Hewitsons LLP, Shakespeare House, 42 Newmarket Road, Cambridge,  
CB5 8EP

marked for the attention of: Denise Wilkinson quoting the reference DENWIL  
62930.14;

~~7.3.2~~6.3.2 to the Tenant at:

Parish Offices, Cordell Road, Long Melford, CO10 9EH

marked for the attention of: The Clerk.

or as otherwise specified by the relevant party by notice in writing to the other party.

~~7.4~~6.4 Any change of the details in Clause 7.3 specified in accordance with that clause shall take effect for the party notified of the change at 9.00 am on the later of:

~~7.4.1~~6.4.1 the date, if any, specified in the notice as the effective date for the change; or

~~7.4.2~~6.4.2 the date five working days after deemed receipt of the notice.

~~7.5~~6.5 Giving or delivering a notice or a document to a party's conveyancer has the same effect as giving or delivering it to that party.

~~7.66.6~~ Any notice or document given or delivered in accordance with Clause 7.1, 7.2 and Clause 7.3 will be deemed to have been received:

~~7.6.46.6.1~~ if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; or

~~7.6.26.6.2~~ if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second working day after posting; or

~~7.76.7~~ In proving delivery of a notice or document, it will be sufficient to prove that:

~~7.7.46.7.1~~ a delivery receipt was signed or that the notice or document was left at the address; or

~~7.7.26.7.2~~ the envelope containing the notice or document was properly addressed and posted by pre-paid first class post or other next working day delivery service

~~7.86.8~~ A notice or document given or delivered under this **Lease** shall not be validly given or delivered if sent by email.

~~7.96.9~~ This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## ~~8.7.~~ **SECTION 62 OF THE LAW OF PROPERTY ACT 1925**

Neither the grant of this Lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

## ~~9.8.~~ **ENTIRE AGREEMENT**

~~9.18.1~~ This Lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

~~9.28.2~~ Each party acknowledges that in entering into this Lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

~~9.38.3~~ Nothing in this Lease constitutes or shall constitute a representation or warranty that the Property or any common parts over which the Tenant has rights under this Lease may lawfully be used for any purpose allowed by this Lease.

#### ~~10.9.~~ **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this Lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

#### ~~11.10.~~ **GOVERNING LAW**

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

#### ~~12.11.~~ **JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**THE FIRST SCHEDULE**  
**Variations to the Existing Lease**

**1. DELETION OF CLAUSES**

- 1.1 Clauses 3.5(a) and paragraph 5a of The Second Schedule of the Existing Lease shall be deleted.

**2. REPLACEMENT OF CLAUSES**

- 2.1 Clause 2 of the Existing Lease shall be deleted and replaced by the following clause:

2.1.1 In consideration of the obligations undertaken by the Tenant the Landlord lets the Property to the Tenant for the Contractual Term subject to the payment of Annual Rent and observance of the covenants hereafter contained;

- 2.2 Clause 3.14 of the Existing Lease shall be deleted and replaced by the following clause.

2.2.1 At the end of the term the Tenant shall return the Property to the Landlord with vacant possession in a good state of repair and condition including all fixtures and fittings.

~~2.2.2 At the end of the term (whether by expiry or early termination), the Tenant shall remove the Permitted Works and reinstate the surface of the Property affected and make good any damage caused to the Property by that removal to the Landlord's satisfaction.~~

~~2.2.3 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause and the cost of the Landlord reinstating the Property. The amount shall be a debt due on demand from the Tenant to the Landlord.~~

**Commented [NN4]:** As the property is a car park I do not see how this is required. The use will remain as a car park.

**Commented [NN5]:** Not in the existing lease and not reasonable modernisation.

**THE SECOND SCHEDULE**  
**Existing Lease**

### **THE THIRD SCHEDULE**

#### **Additional Covenants**

In this Schedule:

1. **“the Licence”** means a Licence dated 30 January 1998 between the National Trust for Places of Historic Interest or Natural Beauty (**“the Licensor”**) and the Landlord (as licensee) and containing additional covenants being the additional covenants referred to in clause 5 of the Licence
2. **“Permitted Works”** means the construction of a car park and access on the Licence Area as indicated on drawing 93/17/01B annexed to the Licence and in accordance with planning permission dated 16 May 1995 issued by Babergh District Council in pursuance of application number B/93/0866 and in accordance with detailed plans and specifications first approved by the Covenantee in writing as provided for in Clause 5(a) of the Licence
3. **“Landscaping Works”** means landscaping works approved by the Covenantees in accordance with Clause 5(b) of the Licence
4. **“Building Works”** means **“Permitted Works”** and **“Landscaping Works”** collectively
5. **Additional Covenants**
  - a. On termination or earlier revocation of the Licence then within six months to remove the Permitted Works and reinstate the surface of the Property affected thereby to the Landlord’s and the Licensor’s satisfaction
  - b. To keep the Building Works and the Property properly maintained and in good repair and suitably surfaced in accordance with the detailed plans and specification previously approved by the Landlord and marked for car parking
  - c. Not to erect or add any fixtures or other structures on or adjacent to the Property (other than as are included in the Building Works) without the prior written approval of the Landlord and the Licensor
  - d. Not to use the Property or permit the use thereof or any part thereof except as a public car park and not to permit the parking thereon of commercial vehicles over 3 tons gross weight or caravans
  - e. Not to display or permit the display of any notices or advertisements on or adjacent to the Property other than such as may be comprised in the Building Works or may be approved in writing by the Landlord and the Licensor
  - f. Not to floodlight the Property or permit the playing of any electrical or mechanical sound producing equipment thereon

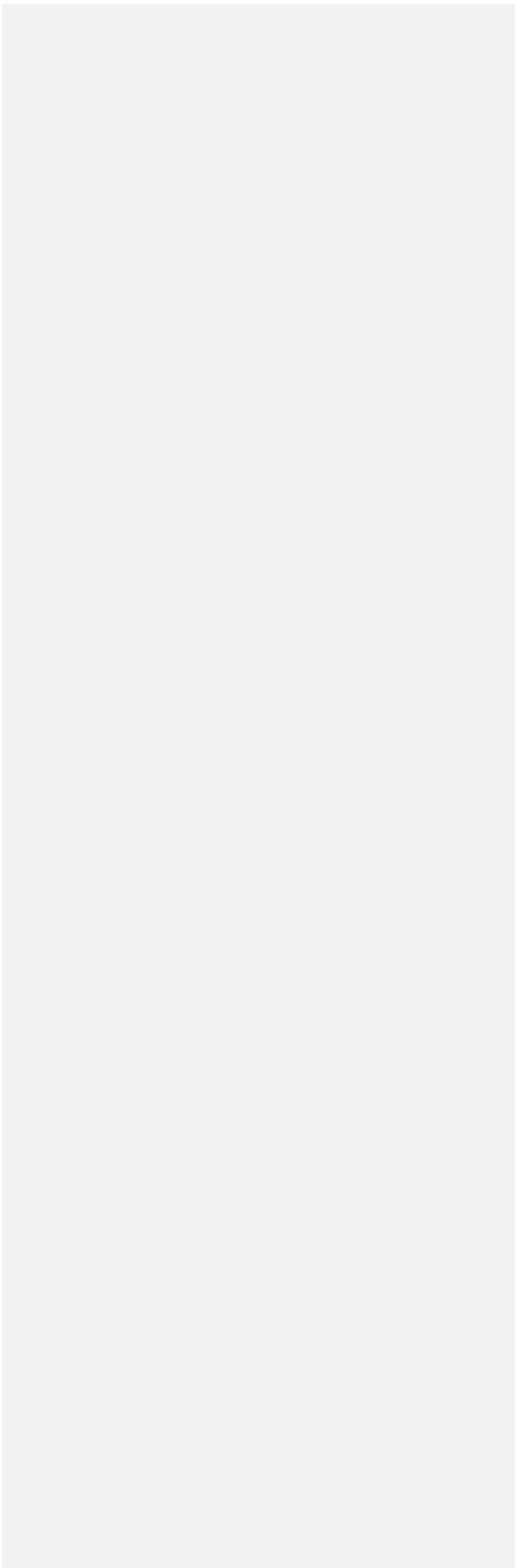
- g. To comply with the conditions attached to the planning permission referred to paragraph 2 of this Schedule and to be attached to any detailed planning permission in respect of the Building Works

SIGNED as a deed by CHARLES ROBERT BARKER HEWITSON  
in the presence of:

*Witness's signature:* .....  
*Witness's name:* .....  
*Occupation:* .....  
*Address:* .....  
.....

SIGNED as a deed by BRIAN TURNBULL JULIUS STEVENS  
in the presence of:

*Witness's signature:* .....  
*Witness's name:* .....  
*Occupation:* .....  
*Address:* .....  
.....





SIGNED as a deed by two councillors of LONG MELFORD PARISH COUNCIL  
in the presence of witnesses:

Councillor's signature: .....

Councillor's name: .....

Witness's signature: .....

Witness's name: .....

Occupation: .....

Address: .....

.....

Councillor's signature: .....

Councillor's name: .....

Witness's signature: .....

Witness's name: .....

Occupation: .....

Address: .....

.....

AS

DATED *30th January* 1998

THE ROYAL BANK OF SCOTLAND PLC (1)  
LONG MELFORD PARISH COUNCIL (2)

---

Counterpart/  
LEASE  
of a car park at Long Melford  
Suffolk

---

DR-3

THIS LEASE is made

30th January

1998



BETWEEN

- (1) **The Royal Bank of Scotland Plc** of 45 Mosley Street Manchester M60 2BE whose registered office is at 36 St Andrew's Square Edinburgh EH2 2YB ('the Landlord') and
- (2) **Long Melford Parish Council** care of Brinkleys Hall Street Long Melford Sudbury Suffolk CO10 9JR ('the Tenant')

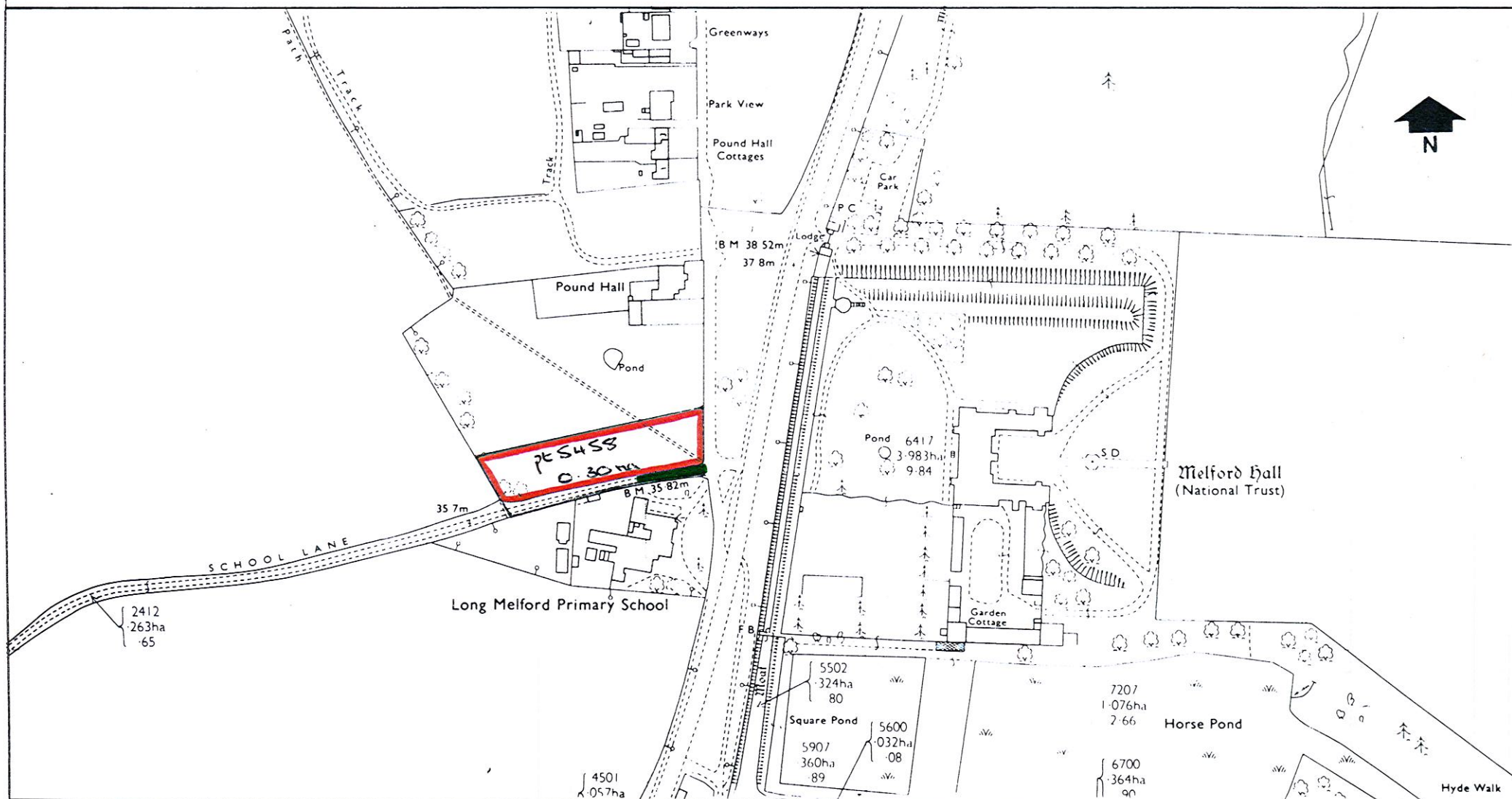
1. In this Lease:

- 1.1 Whenever there is more than one tenant all their obligations can be enforced against all of the tenants jointly and against each individually.
- 1.2 A reference to an Act of Parliament refers to an Act as it applies at a date of this Lease and any later amendment or re-enactment.
- 1.3 '**Interest**' means payment at 4% above the published base rate of Barclays Bank Plc on compounded on each quarter day and paid both before and after judgment or arbitration award. If another bank succeeds to the business of that bank then the name of the successor is to be substituted for it.
- 1.4 A right given to the Landlord to enter the Property extends to anyone the Landlord authorises to enter and includes the right to bring workmen and appliances on to the Property for the stated purpose.
- 1.5 Authority given to a person to enter the Property after giving notice extends if the circumstances justify it to entry after giving less notice than specified or without giving any notice.
- 1.6 Any obligation to pay money refers to a sum exclusive of Value Added Tax

(‘VAT’) and any VAT charged on it is payable in addition.

2. In consideration of the obligations undertaken by the Tenant the Landlord lets the property described in the Schedule below (**‘the Property’**) to the Tenant for a term of 21 years from 29 September 1997 subject to the payment of the rent of £25 a year and observance of the covenants hereafter contained.
3. The Tenant agrees with the Landlord:-
  - 3.1 to pay the rent of £25 in advance on the 29th day of September in each year
  - 3.2 not to reduce any payment of rent by making any deduction from it or by setting any sum off against it
  - 3.3 to pay interest on any rent paid more than 7 days after which it falls due
  - 3.4 to pay promptly to the authorities to whom they are due all rates taxes and outgoings relating to the Property including any which are imposed after the date of this Lease even if of a novel nature
  - 3.5 (a) Subject to obtaining the written consent of the Landlord and Licensor described in the Second Schedule, such consent in the case of the Landlord not to be unreasonably withheld, to construct a car park on the Property in accordance with planning permission application number B/93/0866 granted by Babergh District Council on 16 May 1995; and  
(b) to perform the additional covenants referred to in the Second Schedule
  - 3.6 To keep all electrical and mechanical appliances on the Property serviceable
  - 3.7 So far as possible to prevent:

# LAND AT SCHOOL LANE · LONG MELFORD



## NOTE:

This plan is published for convenience only and although believed to be correct its accuracy is not guaranteed and it shall not be deemed to form part of the contract.

**BIDWELLS**  
CHARTERED SURVEYORS

TRUMPINGTON ROAD CAMBRIDGE CB2 2LD TEL 0223 841841  
STONECROSS TRUMPINGTON CAMBRIDGE CB2 2SU TEL 0223 841842

O.S. LICENCE NO: ES754900

This plan is prepared from the Ordnance Map with sanction of the controller of H.M. Stationery Office.  
Crown Copyright Reserved.

Scale: 1:2500

O.S. Ref: TL 8646/8746

Drawing No: A.11.740



- (a) the creation of any new footpath over the Property
- (b) anyone acquiring any other indefeasible right over any part of the Property and
- (c) any trespass on the Property and to inform the Landlord of any persistent trespassing

3.8 Not to hold an auction sale on the Property nor allow anyone else to do so.

3.9 Not to use the Property or any part of it (nor allow anyone else to do so) for activities which are dangerous offensive noxious noisesome illegal or immoral or which are or may become a nuisance or annoyance to the Landlord or to the owner or occupier of any neighbouring property

3.10 In this clause

- (a) **'the Planning Acts'** means the Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990 and the rules regulations and orders which are either made under one of them or are continued by the Planning (Consequential Provisions) Act 1990 as they apply from time to time
- (b) **'Permission'** means permission given under the Planning Acts to carry out development

3.10.1 To comply with the Planning Acts as they affect the Property

- 3.10.2 Not to carry out any development on the Property which requires Permission
- 3.10.3 To allow the Landlord to enter the Property to comply with any lawful requirements under the Planning Acts either that restricts the enjoyment of the Property
- 3.11 If any authority acting under an Act of Parliament requires that the Property be altered added to or modified or that any fixtures or 'to be installed or removed' to give the Landlord promptly a copy of the notification received to that effect and to do the work required
- 3.12 To give the Landlord promptly a copy of any notice received concerning the Property or any neighbouring property
- 3.13 Not to assign sub-let mortgage charge or part with or share possession of the whole or part or parts of the Property
- 3.14 When this Lease ends to return possession of the Property to the Landlord in a good state of repair together with all the surfacing and fixtures and fittings thereon including all fixtures and fittings installed by the Tenant.
- 3.15 To pay the Landlord's costs incurred as a result of the Tenant applying for the Landlord's consent or approval whether or not it is granted.
- 3.16 To pay all expenses (including legal and surveyors' fees) which the Landlord incurs in preparing and serving:
  - (a) a notice under s 146 Law of Property Act 1925 even if forfeiture is avoided without a court order

- (b) a schedule of dilapidations recording failure to give up possession of the Property in the appropriate state of repair when this Lease ends

3.17 To pay the legal fees which the Landlord incurs in preparing and granting this Lease including expenses and Stamp Duty charged on the Counterpart of this Lease

3.18 To keep the Property and all additions and fixtures and fittings thereon insured against loss or damage by fire malicious damage and such other risks as the Landlord may from time to time reasonably prescribe and to insure against liability to third parties for loss or damage arising in relation to the Property for not less than £5million.

3.19 To produce to the Landlord on demand the policies of insurance maintained by the Tenant and the receipt for the last premium payable for them.

4. The Landlord agrees with the Tenant that so long as the Tenant does not contravene any term of this Lease to allow the Tenant to possess and use the Property without interference from the Landlord or anyone who derives title from or any trustee for the Landlord

5. The parties agree:

5.1 the Landlord is entitled to forfeit this Lease by entering any part or parts of the Property whenever the Tenant:-

- (a) is 21 days late in paying any rent even if it was not formally demanded
- (b) has not complied with any obligation in this Lease
- (c) when one or more individuals is are or one is adjudicated bankrupt or an



interim receiver is appointed over the Property of the Tenant, Tenants or one of them

- (d) when a company it or one of them goes into liquidation unless that is solely for the purpose of amalgamation or reconstruction when solvent an administrative receiver of it is appointed or an administration order is made in respect of it

5.2 The forfeiture of this Lease does not cancel any outstanding obligation which the Tenant owes the Landlord

5.3 The rules as to the service of notices in s 196 Law of Property Act 1925 apply to any notice given under this Lease

6. Having been authorised to do so by an order of the Mayors' and City of London Court made on the 26 day of January 1998 under the provisions of s 38(4) Landlord and Tenant Act 1954 (as amended) the parties hereto agree that the provisions of s 24-28 (inclusive) Landlord and Tenant Act 1954 shall be excluded in relation to the tenancy hereby granted

7. The parties certify that there is no agreement to which this Lease gives effect

### THE FIRST SCHEDULE

All that land at Long Melford in the County of Suffolk comprising .30 hectares (.74 acres) or thereabouts for the purposes of identification only edged on the plan annexed hereto together with a right of way over the land shown edged green on the said plan excepting the reserving to the Landlord the following rights:

- 1. The exclusive right to extract and remove all minerals gravel sand or clay on or beneath the Property.

2. The exclusive right to all treasures or archaeological artefacts discovered on the Property.
3. The exclusive right to all game deer and wildfowl on the Property.

## THE SECOND SCHEDULE


In this Schedule:

1. **'the Licence'** means a Licence dated *30th January* 1998 between the National Trust for Places of Historic Interest or Natural Beauty (**'the Licensor'** and the Landlord (as licensee) and containing additional covenants being the additional covenants referred to in clause 5 of the said Licence
2. **'Permitted Works'** means the construction of a car park and access on the Licence Area as indicated on drawing 93/17/01B annexed to the Licence and in accordance with planning permission dated 16 May 1995 issued by Babergh District Council in pursuance of application number B/93/0866 and in accordance with detailed plans and specifications first approved by the Covenantee in writing as provided for in Clause 5(a) of the Licence
3. **'Landscaping Works'** means landscaping works approved by the Covenantees in accordance with Clauses 5(b) of the Licence
4. **'Building Works'** means **'Permitted Works'** and **'Landscaping Works'** collectively
5. **Additional Covenants**
  - a. Prior to carrying out the Permitted Works or any of them to obtain the Landlord's and the Licensor's approval of detailed plans and specifications for such works including but without limitation the surface of the Property

- b. Prior to the carrying out the Permitted Works to obtain the Landlord's and the Licensor's approval of such landscaping and planting works to the Property as the Landlord and the Licensor may require (the Landscaping Works)
- c. In carrying out the Permitted Works to carry out the Landscaping Works
- d. On termination or earlier revocation of the Licence then within six months to remove the Permitted Works and reinstate the surface of the Property affected thereby to the Landlord's and the Licensor's satisfaction
- e. After completion of the Building Works to keep the same and the Property properly maintained and in good repair and suitably surfaced in accordance with the detailed plans and specification referred to in sub-clause a and marked for car parking
- f. Not to erect or add any fixtures or other structures on or adjacent to the Property (other than as are included in the Building Works) without the prior written approval of the Landlord and the Licensor
- g. Not to use the Property or permit the use thereof or any part thereof except as a public car park and not to permit the parking thereon of commercial vehicles over 3 tons gross weight or caravans
- h. Not to display or permit the display of any notices or advertisements on or adjacent to the Property other than such as may be comprised in the Building Works or may be approved in writing by the Landlord and the Licensor
- i. Not to floodlight the Property or permit the playing of any electrical or mechanical sound producing equipment thereon

- j. To comply with the conditions attached to the planning permission referred to paragraph 2 of this Schedule and to be attached to any detailed planning permission in respect of the Building Works

Executed as a deed by  
**Long Melford Parish Council**

)   
) .....  
Chairman

  
.....  
Clerk