

To all Members of the Council

You are hereby summoned to attend the meeting of Ryton on Dunsmore Parish Council to be held in the Village Hall, High Street on Wednesday 6th October 2021 at 7.00 p.m. for the purpose of transacting the following business

signed 

Lindsay Foster Clerk to the Parish Council 30th September 2021

AGENDA

1. Apologies for Absence
2. Declarations of interest and dispensations
 - 2.1. To receive declarations of interest from councillors (existence and nature) with regard to items on the agenda
 - 2.2. To receive written requests for dispensations for disclosable pecuniary interests (if any)
 - 2.3. To grant any requests for dispensation as appropriate
3. Reports from Police, County Councillor, Borough Councillors, Village Hall Committee and Prologis (all for information only)
4. Public participation session WITH RESPECT TO ITEMS ON THE AGENDA, see footnote¹
This item is limited to a total of 15 minutes duration
5. To approve the minutes of the last Parish Council meeting.
6. Finance
 - 6.1. To approve payments to be made (can be added to until the meeting with updated payment list presented if required)
 - 6.2. Receipts
 - 6.3. To note Bank reconciliation August
 - 6.4. To approve £100 payment to youth club. This will be provided by Cllr Witter in cash and reimbursed by Council due to youth club having no bank account currently.
 - 6.5. Unity account update
 - 6.6. To discuss and approve extra cutting along footpath to rear of recreation ground (behind tree line at play area)
 - 6.7. To approve insurance quotation
 - 6.8. To approve allotment rent 2022-23
 - 6.9. To approve wreath for remembrance service £50
 - 6.10. To note external audit
 - 6.11. To approve external audit fee £360
 - 6.12. To approve ongoing bin replacement schedule. 5 dog waste bin replacement
 - 6.13. To approve works to village hall doors: emergency works due to being unsafe
 - 6.14. To approve changes to email system
7. Planning
 - 7.1. To consider planning applications since the last meeting
 - none
8. Correspondence
 - 8.1. To discuss commercial use of recreation ground
 - 8.2. To discuss wildflowers and gym equipment on the recreation ground

9 Items for this meeting

- 9.1 Play equipment renovation and Play area inspection Report – Cllr Tetlow
- 9.2 Ryton Water Meadow update – Cllr Smyth/Cllr Henry
- 9.3 CCTV update- Cllr Miller
- 9.4 Noticeboards replacement schedule
- 9.5 To discuss allotment issues
- 9.6 Pavilion refurbishment- Cllr Tetlow
- 9.7 The orchard
- 9.8 Land at Provost William School
- 9.9 Ryton cemetery- Cllr Witter
- 9.10 Handyman
- 9.11 Christmas Lighting
- 9.12 To discuss and approve further wildflower planting locations and mural within village.
- 9.13 Village Hall update
- 9.14 To discuss Queens jubilee 2022
- 9.15 DHL update
- 9.16 To discuss and approve landowner agreement

10 To receive the reports for information from representatives on other bodies

- 10.1 Millboard / Smith's Concrete / Stonemarket / DHL – Cllr Witter

11 To receive the report of the Chairman (Note: for information only, no decisions can be made)

12 To receive reports from members (Note: for information only, no decisions can be made)

13 Motion under the Public Bodies (Admission to Meetings) Act as amended -

“That in view of the special and confidential nature of the business to be transacted, it is advisable in the public interest that the public be temporarily excluded and that they be instructed to withdraw”

14 Confidential items for this meeting

- 14.1 Play area quotations

15 Date of the next Parish Council meeting **3rd November 2021 at 7pm the village Hall**

(Deadline for input to the agenda is close of play 26/10/2021)

*Reporting and recording of the meeting is permitted in accordance with the Parish Council's policy
Councillors are reminded of their duty to consider all aspects of equal opportunities, crime prevention,
unlawful discrimination, and other best practice when making decisions at the meeting*

I Note for Public Participation - With the Council hearing first from councillors with pecuniary interests who must leave the room immediately after they have made their representations, answered questions or given evidence i.e. they cannot remain in the room to hear the representations of others. After the close of the public participation session, when a parish council reaches any item of business which councillors have a pecuniary interest in, those councillors would need to leave the meeting room whenever it becomes apparent that the business is being considered at that meeting whether or not they had made representations etc in respect of it within the public participation session.

The Civil Parish of Ryton on Dunsmore

Minutes of the meeting held on Wednesday 1st September at The Village Hall 2021 at 7.00pm

At 7.00pm the Chairman opened the meeting.

Present:

Councillors: Stuart Tetlow (chair of meeting) Sam Smyth, Kam Bahra, Jayne Lloyd, Paul Elden, Simon Miller (arrived 19.09), Rachel Nicholson(arrived 19.04)

Mr Ian Castledine - Prologis Liaison

4 members of public

Miss Lindsay Foster (Clerk)

146 / 21-22 Apologies

Cllr Witter, Cllr Jones, Cllr Henry sent their apologies.

147/ 21-22 Declarations of interests with regard to items on the agenda

none

148/ 21-22 Police Report

Police have been investigating drug activity within the village and antisocial behaviour around the recreation ground. There has been an increase of vehicle patrols.

Prologis Report

Reports regarding poor tv reception, which will be investigated by Prologis although unlikely to be as a result of Prologis and is an isolated incident.

Reports regarding poor mobile reception. Poor service may be experienced for diverse reasons. The competing service providers run individual networks via a large number of local towers which may be dedicated, or shared use. Hence, local mobile phone coverage can vary between providers. This can be seen by comparing the service level mappings for different providers. Local coverage is properly a matter for the service providers; and for the reasons given it is beyond anything that Prologis might do.

DC8 -Windows will be completed within the next couple of weeks.

- Internal fit out is well under way and progressing well.
- External areas are being prepared in readiness for paving works

For the month ahead:

- Paving works to the car park
- Continue internal finishes to the office fit out area
- Commence planting works & forming woodland paths
- Continue upfilling works to DC9

Village Hall

Nothing to report, looking forward to working together. Any issues please direct to Kayleigh.

149/ 21-22 Public participation session

Issues raised regarding bus services within the village. It is very limited and members of the village struggle to access local shops/doctor surgery. Clerk to speak to Warwickshire County Council. Area of the recreation ground extremely overgrown. Cllr Tetlow explained this is due to wild meadow and is due to be cut in September. Reports of dog owners not cleaning up after their pets at recreation ground.

London Road footpath is extremely overgrown.

Youth club equipment purchased by the Parish Council is currently being stored in the Church Centre. This will be moved by 18th September.

Closure sign regarding footpath R148 to be removed. R148 extremely overgrown. Has been reported to WCC, clerk to follow up.

150/21-22 To approve minutes of the last meeting
Proposed by Cllr Lloyd, seconded by Cllr Smyth agreed by all present.
Unanimous

Finance

151/21-22 To approve payments made in August
Proposed by Cllr Miller seconded by Cllr Bahra agreed by all present
Unanimous

152/21-22 To approve payments to be made
Proposed by Cllr Miller, seconded by Cllr Nicholson agreed by all
Unanimous

153/21-22 Receipts
Proposed by Cllr Bahra, seconded by Cllr Smyth agreed by all
Unanimous

154/21-22 To note bank reconciliation July
Noted

155/21-22 To approve street lighting electricity contract 3 years.
Proposed by Cllr Lloyd seconded by Cllr Smyth agreed by all.
Unanimous

156/21-22 Unity account update
Report next meeting. All councillors to set up account.

157/21-22 To approve quotation to resolve allotment issues £628+VAT
Proposed by Cllr Smyth seconded by Cllr Nicholson agreed by all present
Unanimous

158/21-22 To discuss and approve extra cutting along footpath to rear of recreation ground
To be discussed at next meeting.

159/21-22 To approve fire risk assessment of village hall £299+VAT
Proposed by Cllr Nicholson seconded by Cllr Bahra agreed by all present.
Unanimous

160/21-22 To approve playground inspection training £35 per person
Proposed attendance of 6 people including handyman and clerk by Cllr Tetlow seconded by Cllr Lloyd agreed by all present.
Unanimous

161/21-22 To approve PAT testing Warwickshire electrical
Proposed by Cllr Lloyd, seconded by Cllr Bahra, agreed by all present.
Unanimous

162/21-22 To discuss allotment rent 2022-23
Discuss next month

163/21-22 To discuss football fee Ryton Star 2021-22 and 2020-21
Proposed no fee 2020-21 by Cllr Lloyd, seconded by Cllr Miller agreed by all
Unanimous
Proposed fee £150 2021-22 by Cllr Tetlow, seconded by Cllr Smyth agreed by all present.
Unanimous

Planning

164/21-22 Planning applications
R21/0649 40 High Street No comments- neighbour consultation

Correspondence

165/21-22 correspondence requiring a decision

- Regarding signage to Rosy Walk: Clerk to contact Cllr Roberts to seek assistance as RBC will not allow any additional signage.
- Football: The decision regarding which grant to apply for would be a decision for the club to make as to their funding requirements.
- Fee would remain at £150 for use of recreation ground for current year. Ensure parking at village hall, and do not block local residents driveways.
- To look further into use of recreation ground by commercial ventures. Revisit at next meeting.
- Pavilion is currently unable to be accessed by Handyman to clean.

Items for this meeting

166/ 21-22 Play Equipment renovation and report

Play equipment tender is now complete. 5 suppliers provided quotations. Response to be provided by October. Public consultation required in September.

167/ 21-22 Water Meadow

Volunteer tidy up day on 21st August. Next event 2nd October. 6th November hedge planting.

168/21-22 CCTV update

Cllr Miller to seek 3 quotes.

169/ 21-22 Noticeboard replacement schedule

outstanding

170/ 21-22 To discuss allotment issues

No issues to be raised.

171/21/22 pavilion update

Awaiting quotation

172/ 21-22 The Orchard

Volunteer tidy up on 14th August. Seats to be secured and fence fixed. Cllr Bahra to check if telegraph poles still available and able to be transported to site.

173/ 21-21 Provost Williams School

No update; landscaping works at DC8 will hopefully include improvements to footpath

174/ 21-22 Burial Ground

No update

175/ 21-22 Handyman

No update

176/21-22 Christmas lighting

Cllr Tetlow and Henry to investigate. Cllr Tetlow to liaise with Kayleigh (village hall) regarding Christmas lighting plans.

177/21-22 To discuss and approve further wildflower planting within the village and mural

Locations required.

178/21-22 To discuss legionella check if required

Bring quotes to next meeting.

179/21-22 To discuss Queens Jubilee 2022 plans

Photographs of members of village/beacon/something permanent for village. Improvements to Subway.

Discuss further at next meeting.

History group plans.

180/21-22 To approve health and safety Policy

Proposed as amended by Cllr Lloyd, seconded by Cllr Bahra agreed by all present.

Unanimous

181/ 21-212 Report of the Chairman

none

182/ 21-22 Member reports

Incident regarding garages on Sodens Avenue; has been sealed.

All incidents on Sodens Avenue to be logged via 111.

183/21-22 Confidential matters

184/ 21/22 Date of the next meeting

The meeting unanimously resolved that the next Parish Council meeting will be held on Wednesday 6th October at the village hall at 7pm.

The meeting closed at 20.48pm.

Signed _____ Chairman Date _____

Cheques signed in August			
to whom		amount	cheque number
Lindsay Foster	salary	****	204293
WCC	pension contributions	*****	204294
Craig Smith	handyman salary	£312.00	204295
Glasdon	dog poo bags	£501.12	204296
Heritage and sons	grass cuts July	£1,170.00	204297
Paul Million Canning	supply manhole and installation	£450.00	204298
Warwickshire wildlife trust	wildflower planting	£151.20	204299
broxap	installation of gym equipment	£2,756.40	204300
direct debits			
BT	taken on 28 July	£83.98	office phonenumber and internet
Eon	taken on 9th Aug	£15.91	pavilion electricity
microsoft	taken on 7th August	£5.99	laptop subscription

Cheques signed in September			
to whom		amount	cheque number
Lindsay Foster	salary	****	204301
WCC	pension contributions	*****	204302
acre	annual membership	£60.00	204303
air ambulance	donation	£200.00	204304
Steve Witter	purchase of clip frames	£97.02	204305
Eon	street light repair	£34.80	204306
L Foster	mileage	£23.90	204307
Craig Smith	handyman salary	£312.00	204308
Katie Oliver	VH cleaning	£63.00	204309
direct debits			
BT	taken on 28th August	£83.98	office phonenumber and internet
Eon	taken on 7th september	£13.98	pavilion electricity
microsoft	taken on 7th september	£5.99	laptop subscription
Eon	taken on 3rd September	£566.74	streetlighting electricity

6-1

Cheques signed in October

to whom		amount	cheque number
Lindsay Foster	salary		**** 204310
WCC	pension contributions		***** 204311
pkf	External audit	£360.00	204312
smiths of Derby	vh clock	£277.20	204313
the knotweed company	knotweed treatment	£360.00	204314
came and company	insurance annually	£3,267.98	204315
heritage and sons	mowing aug	£1,080.00	204316
craig Smith	handyman salary	awaiting invoice	204317

direct debits

BT	taken on 28th september	£83.98	office phonline and Internet
Eon	taken on 7th October	£15.49	pavilion electriclity
microsoft	taken on 7th October	£5.99	laptop subscription
Eon	taken on 3rd September	£566.74	streetlighting electricity

6.2 Receipts

None

Ryton on Dunsmore Parish Council

BANK RECONCILIATION: Aug 2021

Current Account No
40-18-17 11376020

Opening balance	3,882.63	Payments	7,050.65
Bankings	6,000.00	Closing Balance	2,831.98
	<u>9,882.63</u>		<u>9,882.63</u>

Balance per Bank Statement 7,763.05 *
 Less o/s cheques

Date	Cheque	Name	Amount
02-Jul	204278	WCC	306.45
02-Jul	204287	Steve Witter	97.02
02-Aug	204297	Heritage and sons	1,170.00
02-Aug	204298	Paul Million Canning	450.00
02-Aug	204299	Warwickshire wildlife trust	151.20
02-Aug	204300	Broxap	2756.4
			<u>4,931.07</u>
			2,831.98

Plus o/s credits

Date	Deposit	Amount
		<u>0.00</u>
		2,831.98

checksum 0.00

BMM Account No
40-18-17 01705857

Opening Balance	145,541.39	Transfers out	6,000.00
Bankings	0.00	Closing Balance	139,541.39 *
	<u>145,541.39</u>		<u>145,541.39</u>

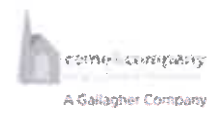
Balance per Bank Statement 139,541.39

512-0-5/0-6

6.4 To approve £100 payment to youth club. This will be provided by Cllr Witter in cash and reimbursed by Council due to youth club having no bank account currently.

6.5 Unity account update

6.6 To discuss and approve extra cutting along footpath to rear of recreation ground (behind tree line at play area)



Area of Cover		Sums Insured/Limits	
		Pen Underwriting Limited via Axa	Hiscox
Public Liability		£10,000,000	£10,000,000
Including	Hirers Liability	£5,000,000	£5,000,000
	Libel & Slander	£500,000	£500,000
	Motor No claims Excess & Bonus	£250 each	£250 each
Employers' Liability		£10,000,000	£10,000,000
Officials & Trustees Liability		£500,000	£500,000
Employee Dishonesty*		£150,000	£150,000
Legal Expenses		£500,000	£100,000
Personal Accident		£100,000/£500 per week	£100,000/£500 per week
Property Damage			
Including	Defibrillators & Cabinets*	£5,000	£5,000
Business Interruption			
Including	Loss of Revenue*	£10,000	£10,000
	Increased Cost of Working*	£10,000	£10,000
	Key Person Cover *	£250 per week up to max £2,500 per year	£250 per week up to max £2,500 per year
Money in Transit		£2,500	£1,000
Crisis Management		£500,000	£25,000

* Higher limits available upon request chargeable at the prevailing rate

Came & Company Local Council Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909



came&company
local council insurance

A Gallagher Company

Mrs Lindsay Foster
Ryton on Dunsmore Parish Council & Ryton on Dunsmore Village Hall Trust
The Village Hall
High Street
Ryton on Dunsmore
Coventry
Warwickshire
CV8 3EY

INVOICE

Date: 15th September 2021

Client Reference: 3060717

Type of Policy	Insurer	Insurer Pol No.	Policy Term	Premium(£)
Local Council Scheme	Hiscox	1891376	01/10/2021 to 30/09/2022	£2,873.20
Sub Total				£2,873.20
Total Fees				£50.00
IPT at the prevailing rate				£344.78
TOTAL				£3,267.98

Payment Options	Notes
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BACS Payment

If you'd like to pay by bank transfer, please send your payment to :

Bank : Lloyds
Sort Code : 30-80-12
Account : 19511668
Reference: Please quote 3060717

Cheque

Please make your cheque payable to Came & Company with 3060717 noted on the reverse

Please post them to:
Blenheim House, 1-2 Bridge Street, Guildford, Surrey GU1 4RY

 A Gallagher Company	Came & Company Local Council Insurance Blenheim House, 1-2 Bridge Street, Guildford, Surrey, GU1 4RY T: 01483 462080 E: localcouncil@cameandcompany.co.uk www.parcouncilinsurance.co.uk
	Came & Company Local Council Insurance is a trading name of Arthur J. Gallagher Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55 Blythwood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909

- 6.8 To approve allotment rent 2022-23
- 6.9 To approve wreath for remembrance service £50

Section 3 – External Auditor Report and Certificate 2020/21

In respect of **Ryton on Dunsmore Parish Council – WA0164**

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 2021; 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 2020/21

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 2020/21

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 2021.

External Auditor Name **PKF LITTLEJOHN LLP**

External Auditor Signature **PKF Littlejohn LLP** Date **27/08/2021**

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

PKF Littlejohn LLP



Miss Lindsay Foster (Ryton)
Ryton On Dunsmore Parish Council
The Village Hall
High Street
Ryton on Dunsmore
Warwickshire
CV8 3EY

Our ref WA0164
SAAA ref SB07202
Invoice no: SB20210986
VAT no: GB 440 4982 50

Email sba@pkf-l.com

27 August 2021

INVOICE

Professional services rendered in connection with the following:

Limited assurance review of Annual Governance & Accountability Return for year ended 31 March 2021	£300.00
Additional charges (where applicable) as detailed on attached appendix A	£0.00
Additional fees (where applicable) as detailed by separate cover	£0.00
TOTAL NET	£300.00
VAT @ 20%	£60.00
TOTAL PAYABLE	£360.00

PAYMENT IS DUE ON RECEIPT OF INVOICE

For payments by cheque, please return the remittance advice with your payment to:
PKF Littlejohn LLP, Credit Control (SBA), 5th Floor, 15 Westferry Circus, Canary Wharf,
London E14 4HD

For payments by credit transfer, our bank details are:-

HSBC Bank plc Sort Code: 40-02-31
Account number: 11070797
Account Name: PKF Littlejohn LLP
Please include WA0164 or Ryton On Dunsmore Parish Council as the reference.

For account queries, contact creditcontrol@pkf-l.com.

Tel: +44 (0)20 7516 2200 • www.pkf-l.com

PKF Littlejohn LLP • 15 Westferry Circus • Canary Wharf • London E14 4HD

PKF Littlejohn LLP, Chartered Accountants. A list of members' names is available at the above address. PKF Littlejohn LLP is a limited liability partnership registered in England and Wales No. OC342572. Registered office as above. PKF Littlejohn LLP is a member firm of the PKF International Limited family of legally independent firms and does not accept any responsibility or liability for the actions or inactions of any individual member or correspondent firm or firms.

rytonondunsmore@btconnect.com

From: James Lungley <james@parishcouncilwebsites.co.uk>
Sent: 16 September 2021 12:00
To: rytonondunsmore@btconnect.com
Subject: Re: Ryton on Dunsmore

Thank you Lindsay - the monthly cost covers the email accounts, so no additional charges needed - the only time we'd suggest charging is if we were needed with supporting Councillors accessing/setting up their accounts, this is IT support and not something that's inclusive of the email service.

I would recommend you to put a forwarder on from you @btconnect.com accounts to the new @ryton-on-dunsmore.org.uk accounts if it's something that can be done with BT, people will then slowly adapt to the new email addresses as you'll be replying from the new account, it takes a bit of time to swap over, but you can even add an 'Out of office' to your BT email stating that your address has changed. Spam may be forwarded over, so you may not want the forwarding option, we have spam filters at our end but they may let some things through.

To set this all up I would need a list of the email addresses you'd like creating, we can import all old emails into these accounts but would need all passwords for all accounts.

Kind regards,
James Lungley



M: [07941 769 287](tel:07941769287)
W: www.parishcouncilwebsites.co.uk
E: james@parishcouncilwebsites.co.uk

Before printing this email, please think about the environment

Email is not a secure medium and Parish Council Websites disclaims all responsibility and accepts no liability for the consequences of any person acting, or refraining from acting, on such information. Information contained in this email is intended for the use of the addressee only, and is confidential and may also be privileged. If you receive this message in error, please advise us immediately. If you are not the intended recipient(-s), please note that any form of distribution, copying or use of this communication or the information in it is strictly prohibited and may be unlawful. Attachments to this email may contain software viruses which may damage your system. Neither Parish Council Websites or its sender accepts responsibility for viruses. It is your responsibility to scan or otherwise check this email and attachments for viruses.



On Thu, 16 Sept 2021 at 11:10, <rytonondunsmore@btconnect.com> wrote:

Many Thanks what would the cost be for 11 email addresses (10 councillors and myself). Would mail be redirected to new address or would that just redirect the spam? It may be quite difficult to inform all organisations and members of the public of change of email address but if no other option may be possible.

All email addresses are provided by BT and are btconnect.com addresses.

Thanks

8 Correspondence

8.1 To discuss commercial use of recreation ground

8.2 To discuss wildflowers and gym equipment on the recreation ground

Items for this meeting

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- 9.16 To discuss and approve landowner agreement

DATED

17th September 2021

**WILDER COMMUNITIES PROJECT
LANDOWNER AGREEMENT**

BETWEEN

WARWICKSHIRE WILDLIFE TRUST

AND

RYTON-ON-DUNSMORE PARISH COUNCIL

AND

RUGBY BOROUGH COUNCIL

Relating to works at Ryton-on-Dunsmore Parish greenspaces

THIS AGREEMENT is dated

17th September 2021

PARTIES

This Agreement is made between:

1. Warwickshire Wildlife Trust of Brandon Marsh Nature Centre, Brandon Lane, Coventry, CV3 3GW, Registered Charity Number 209200 (**'the Trust'**); and
2. Ryton-on-Dunsmore Parish Council, The Village Hall, High Street, Ryton on Dunsmore, CV8 3EY (**'the Land Owner'**)
3. Rugby Borough Council, Town Hall, Evreux Way, Rugby, CV21 2RR (**'the Land Owner'**)

AGREED TERMS

1. Definitions and Interpretation

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

Agreement Period means the period commencing from the date of this Agreement and expiring no earlier than 31st March 2025.

Completion means the date on which is agreed by the Parties that the Works have been completed in accordance with Schedule 2.

Grant means the funding received by the Trust from Severn Trent in respect of the incurred costs for the Works.

Property means the land as shown edged red on the plan at Schedule 1.

Works means the hedgerow creation, as further described in Schedule 2.

Works Commencement Date means the anticipated date on which Works will begin, as indicated in Schedule 2, subject to receipt of confirmation of the Grant.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 Reference to any party is a reference to a party to this Agreement, and includes reference to that party's successors in title, heirs, personal representatives and permitted assignees.

- 1.4 Reference to one gender refers to all genders; reference to the singular includes the plural and vice versa.
- 1.5 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.

2. Agreement

- 2.1 This Agreement shall commence on the date of this Agreement and shall continue in force for the Agreement Period. The habitat created or enhanced through this fund must be maintained until at least 31st March 2025.
- 2.2 It is a condition precedent of this Agreement that the Trust receives a grant notification letter from Severn Trent confirming that the Grant shall be paid to the Trust in respect of the Works. For the avoidance of doubt, any work carried out by the Land Owner prior to receiving such confirmation is carried out at the Land Owner's own risk.
- 2.3 It is a condition precedent of this Agreement that the Land Owner shall prove title to the Property within 10 days of the date of this Agreement.
- 2.4 On approval of the works by the Land Owner, the Trust agrees to carry out the Works at the Property and the Land Owner hereby grants to the Trust (including its agents, employees and contractors) the right to access the Property for the purposes described in this Agreement.

3. Land Owner's Obligations

- 3.1 The Land Owner shall permit the Trust, its agents, employees or contractors, access to the Property at reasonable times and on reasonable notice during the Agreement Period to carry out the Works and to inspect the Property and the Ongoing Management. The Land Owner shall make the Trust, its agents, employees or contractors accessing the Property aware of any particular risks or dangers associated with such access, including the whereabouts of any services, utilities or cabling located on the Property.
- 3.2 The Land Owner shall carry out the Ongoing Management requirements as set out in Schedule 3 from the date of completion of the Works and for the duration of the Agreement Period.

- 3.3 The Land Owner shall notify the Trust of any alternative funding, stewardship scheme, grant, or other beneficial arrangement affecting the Property and in place at the date of this Agreement or at any point during the Agreement Period. It is acknowledged that any such arrangement may impact on the availability of Severn Trent support and Grant for the Project and the Land Owner shall reimburse the Trust for any losses it suffers as a result of such additional arrangement.
- 3.5 The Land Owner shall not charge or make any additions or alterations to the Property during the Agreement Period without the consent of the Trust.
- 3.6 The Land Owner agrees that if it fails to comply with the obligations, duties and conditions of this Agreement or assigns, transfers, sells or otherwise fails to possess title to the Property, such that the Trust is unable to claim by way of Grant costs it has incurred or is liable to repay such sums to Severn Trent, it shall indemnify the Trust against such losses.
- 3.7 The Land Owner shall perform its obligations under this Agreement in accordance with all applicable laws, statutes, regulations and codes from time to time in force and shall provide reasonable assistance to the Trust in obtaining any necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to carry out the Works.

4. Trust's Obligations

- 4.1 The Trust (which shall include its employees, agents or contractors) shall arrange for the Works to be carried out at the Property and, subject to approval of the proposed works by the Land Owner, the Trust shall fund the cost of the Works.
- 4.2 The Trust shall obtain any necessary consents, licences and permissions (statutory, regulatory, contractual or otherwise) that are necessary to enable it to carry out the Works.
- 4.3 The Trust shall (or, as applicable, shall ensure its contractor shall) whilst carrying out the Works take out and maintain with reputable insurers a policy or policies of insurance providing as a minimum the following levels of cover:
- a. public liability insurance with a limit of indemnity of not less than two million pounds (£2,000,000) in relation to any one claim or series of claims.

4.4 The Trust shall perform its obligations under this Agreement in accordance with all applicable laws, statutes, regulations and codes from time to time in force.

5. Grant

5.1 For the avoidance of doubt, the Grant shall be retained by the Trust to repay sums it incurs in funding the cost of Works.

6. Liability

6.1 Nothing in this agreement shall limit or exclude a party's liability:

- a. for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- b. for fraud or fraudulent misrepresentation;
- c. for breach of any obligation as to title or quiet possession implied by statute; or
- d. for any other act, omission, or liability which may not be limited or excluded by law.

6.2 No party shall have any liability to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or for any indirect or consequential loss arising under or in connection with this Agreement.

6.3 A party's total liability to the other, unless otherwise specified, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement, for damage to property caused by its negligence shall be limited to the total cost of the Works.

7. Publicity and Confidentiality

7.1 It is agreed that the Trust may, if required, share details of this Agreement with its partners and / or Severn Trent.

7.2 It is acknowledged that receipt of any Grant may be conditional upon fulfilment of certain publicity obligations. The Land Owner shall provide reasonable assistance to the Trust in complying with its publicity obligations, including granting access to the Property for the purpose of such publicity.

8. Third party rights

- 8.1 It is expressly acknowledged that Severn Trent has the right to enforce rights and interests under this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.

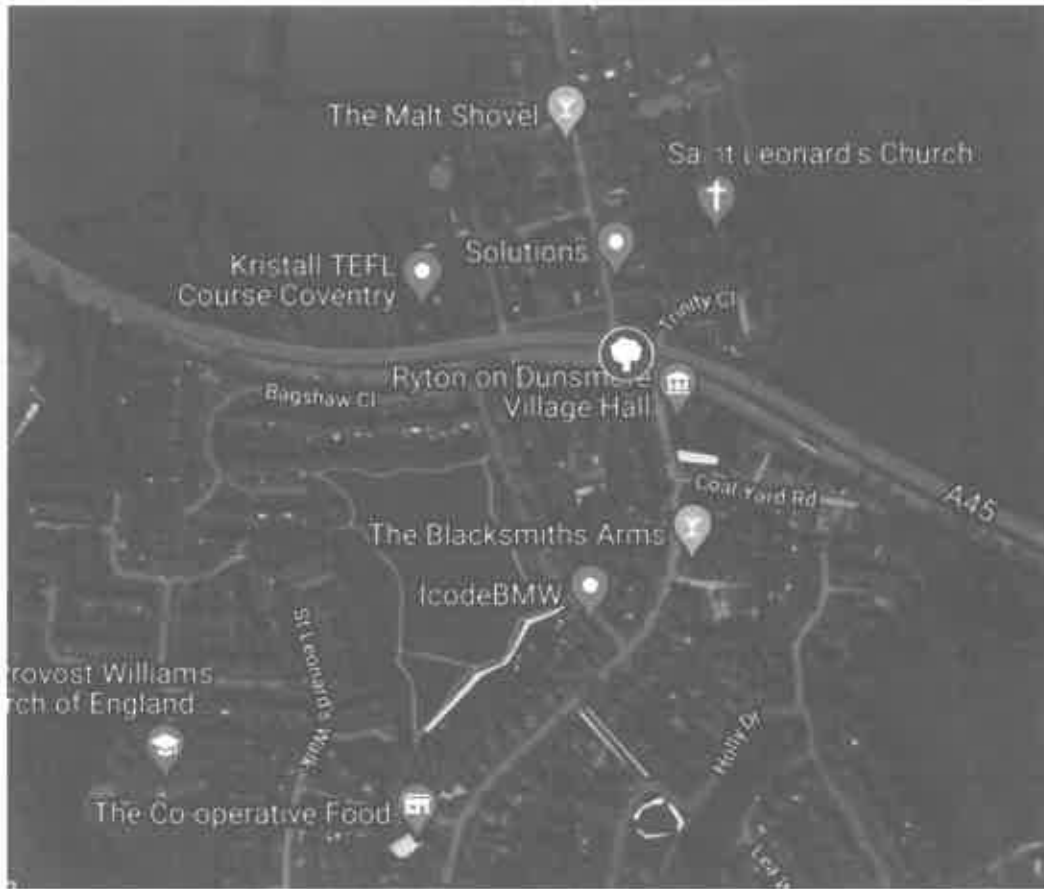
9. Governing law

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

10. Jurisdiction

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

SCHEDULE ONE PROPERTY PLAN



Yellow = wildflowers
Purple = hedge trees

Sites:

Ryton Rec Ground – spring wildflower strip (*Parish Council*)

Holly Drive Green Spaces – nectar rich wildflower strips by play area and up to High St. (*the two parallel grass strips north of the play area = Rugby Borough Council, the grass around the play area = Parish Council*)

Village Hall – woodland wildflowers underneath the oak trees (*Parish Council*)

Green Space by Church – hedge boundary alongside the fence (*Parish Council*)

SCHEDULE TWO SCHEDULE OF WORKS

Works Commencement Date: Winter 2021 or 22 / Spring 2022

The fully funded Works to be completed on the Property will be delivered by Warwickshire Wildlife Trust with the support from the village community. The Trust will help recruit village volunteers through a variety of channels (e.g. social media, posters, providing content for local parish newsletter) to encourage participation on the delivery day/s. Number of participants will be recorded and captured through Eventbrite and / or email enquiries.

The Works to be completed in accordance with this Agreement are as follows:

The wildflower areas identified in Schedule 1 will be scarified, sown with a wildflower seed mix, then rolled to firm in the seeds.

The Land Owner will mow and collect cuttings for the sowing sites up to a week prior to the Works taking place.

The Land Owner will also be responsible for disposing of the green waste produced from the delivery day/s.

Hedge trees will be planted in winter 2021/22 as identified in Schedule 1.

Grass in the vicinity will be mown with any encroaching vegetation removed e.g. bramble. A hedge will be planted with tree whips (native species mix of 70% Hawthorn, 10% Field Maple, 10% Blackthorn and 10% Hazel. Depending on stock availability and price), with canes and guards (where grazing animal impact is high).

SCHEDULE THREE ONGOING MANAGEMENT

The Land Owner agrees to keep and manage the habitats created / restored in good condition. The area shall be managed sympathetically for wildlife to ensure maximum opportunity for pollinators and other species to use these habitats.

Ryton Rec Ground / Village Hall:

- a. Once sown, cut during winter and leave the wildflower strip throughout spring and early summer.
- b. Do a summer grass cut after July 15th and anytime up until September and remove the cuttings from the area to a compost site or off-site completely.

Holly Drive greenspaces:

- a. Once sown, cut during winter until March to keep on top of the first flush of grass. The need to mow can be assessed by the amount and type of growth in the spring. Mow to 40 - 75mm.
- b. In the first year leave the sites until mid to late August and cut and remove the cuttings from the area to a compost site or off-site completely. An earlier cut is preferable as it will keep on top of the flush of undesirable invasive species (inc. Creeping Thistle and Dock) and dominant grasses before they set seed. During the summer months, it's also important to remove the undesirable species to help encourage the diversity of wildflowers in following years.
- c. In the second year, leave the sites for longer (late August - early September) to allow for later flowering wildflowers to establish, whilst continuing to remove the undesirable invasive species before they go to seed.

Church Green Space Hedge:

- a. Until the hedgerow is established, surrounding weeds and grass shall be controlled so as not to impact on growth of the hedgerow;
- b. Once established, cut the hedge every 2 - 3 years.

A more detailed management plan will be provided for the ongoing works.

This agreement has been entered into on the date stated at the beginning of it.

Signed by []
On behalf of [Land Owner - Ryton-on-Dunsmore Parish Council]

Signed by []
On behalf of [Land Owner - Rugby Borough Council]

Signed by []
On behalf of Warwickshire Wildlife Trust