

Marchwood Parish Council

Marchwood Village Hall
Village Centre
Marchwood
SO40 4SF

Telephone: 023 8086 0273
Facsimile: 023 8086 5225
Email: marchwoodparish@btconnect.com



13th February 2018

To: Members of the Policy & Resources Committee, remainder of Council for information.

Dear Councillor

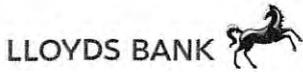
A meeting of the Policy & Resources Committee will be held in the Pine Room, Marchwood Village Hall, on Monday 19th February 2018 after the Amenities meeting, you are summoned to attend.

Yours sincerely

Clerk to the Council

1. **Apologies for absence**
2. **Public participation** - may speak for up to three minutes.
3. **Declarations of Interest**
4. **Chairman's report**
5. **Minutes:** To confirm the minutes of the meeting held on 20th November 2017.
6. **Internal control process for paying invoices** – Report A
7. **Write off unpaid invoices** – Report B
8. **Grant application** – Forest First Children's Centre. Report C
9. **The Parish Council goes digital** – Report D
10. **Scout & Guide Build** – S104/185 agreement for the diversion of the Storm Drain.
Appendix A
11. **HALC** – Local Government Ethical Standards: call for evidence. Appendix B
12. **Marchwood Fete** – Do you wish to have a stall?
13. **Age Concern New Forest** – Thank you letter for grant received.
14. **Exclusion of Press and Public** - That in view of the confidential nature of the business about to be transacted, it was advisable in the public interest that the press and public be temporarily excluded.
15. **Resignation of the Clerk and appointment of a replacement** – Report E

Members of the public are welcome to attend meetings of the Parish Council. Copies of items referred to in the agenda are available from the Parish Council office on request.



Mrs C. Cockeram

Last logged on 19 December 17 at 11:35 AM

Parish Council Marchwood
Switch business

Review and authorise payments

Parish Council Marchwood



three to authorise

Payment control

The number of users needed to authorise each payment depends on the payment control service set up for your business.

Payments you can authorise

Below is a list of payments which you can view, authorise or reject.

Previous Next Latest

Recipients	Type	Payment date	Amount	
GREENWOOD - IT	Payment New	11 Jan 2018	GBP50.00	View
TLC ONLINE	Payment New	11 Jan 2018	GBP80.00	View
TLC ONLINE	Payment New	11 Jan 2018	GBP1010.00	View

Previous Next Latest

Authorisation only. - Bank Schedule. success attached.

PAID

Code:	
Payment ref:	
Date:	
Payment Amount:	
Authorised by:	

Write off unpaid invoices

Invoice 2366 was issued on 8th August 2017 to Expression Events asking for reimbursement of a band fee as they had been unable to perform due to the stage not being ready in time.

Invoice amount £120.00.

Grant Applications 2017/18Grants requested

	Previous grants paid			Requested
	2014/15	2015/16	2016/17	
	£	£	£	
Home Start New Forest	n/a	n/a	n/a	Any
			Total	

2017/18 funds available

	£
2017/18 budget	1500
Less paid	800
Total unspent @ 12-09-17	700

2017/18 grants paid to date

	Amount requested	Amount awarded
	£	£
Victim Support	100	100
Age Concern New Forest East	200	200
Waterside Heritage	200	200
New Forest Disability Information Service	300	300

2017/18 grants refused to date

	Meeting date

Marchwood Parish Council - Grant Application Form 2017/2018

Name of Organisation	Contact Name Home-Start New Forest. Co-ordinator Terry MacNaught Address Forest First Children's Centre, Heather Road, Fawley, Hampshire. SO45 1DZ Tel No 02380 899995 Email: office@homestartnewforest.co.uk
Purpose of Grant	<p>To enable Home-Start New Forest to continue to support families with children aged five years or under in the New Forest area who are experiencing difficulties. Continuing reductions in funding available mean that demand for Home-Start New Forest's help is greater than ever. However, Home-Start New Forest is completely reliant on securing sufficient funds through its own fundraising efforts in order to maintain its services. We urgently need to secure funding for the coming financial year to ensure that our volunteers can continue to provide the much-needed help that they give.</p>
How do the activities of your organisation benefit the parish of Marchwood? Any further relevant supportive information may be submitted with the application form.	<p>Home-Start New Forest, affiliated to Home-Start UK, provides support to vulnerable families with young children across the local area who are struggling to cope owing to a wide range of difficulties. These include dealing with the impact of mental and physical ill-health in the family, housing and financial management problems, social isolation and issues relating to children's behaviour. Providing support in the home during the early years of a child's life is known to be particularly valuable in helping to off-set the long term effects of early disadvantage, making it a cost-effective and humane means of intervention (Evangelou et al. 2008; Heckman 2006). Support for families through Home-Start New Forest is delivered by our team of trained volunteers, who are managed and supervised by our part-time staff. Support of this kind has distinct long-term benefits (Hermanns et al. 2013).</p> <p>Families are referred to us by health visitors, GPs and children's and family services, amongst others. Our current referrals continue to illustrate the necessity of Home-Start New Forest's service to local families. Feedback from the families we help evidences their appreciation of the work of our volunteers, who are the charity's</p>

	greatest strength. However, their work is dependent on having funding available for the training, supervision and co-ordination that make it of such a high quality. There remains no comparable service across the New Forest. Continuing reductions in funding available to local authorities and services provided by local authorities mean that demand for Home-Start New Forest's help is greater than ever.
Total Costs (Please attach copy estimates, if applicable)	The attached document titled HOME-START NEW FOREST BUDGET APRIL 2017 – MARCH 2018 sets out the costs of running HSNF for this financial year - £26,770.
Amount of Grant Requested	We will be guided by the Parish Council, but any amount would be gratefully received as we try to reach our £30,000 target for running costs.
Details of any applications made to other bodies and amounts Pledged/Received	Contributions already received to Nov 2017 United Way £1000 Waitrose Lymington £275 Co-op £2342 HLOWCF £1000 Act foundation £5000 Fundraising £3744 New Milton Rotary £1000 Total £14361 Other funding bids in progress.
Details of any fund-raising events planned:	A number of regular fundraising activities are underway in addition to letters and applications. Fundraising activities include crafts for Christmas fair, concert evening and selling of Christmas cards.
Please give dates and amounts of any grant received from this Council in the last 3 years	Not aware of any

Marchwood Parish Council will consider grant applications on 24th April and 18th September 2017. Applications should be submitted for consideration no later than 10 working days before these dates. **All applications must be accompanied by a full set of accounts, including a balance sheet**, plus child protection policies if applicable when applying for a grant. Failure to submit balance sheets or, in their absence, an explanatory declaration will invalidate the application. Please attach a copy of your organisation's constitution if this is either your first application or if your constitution has changed.

Completed applications should be sent to:

Marchwood Parish Council
Marchwood Village Hall
Village Centre,
Marchwood,
SO40 4SF
Tel: 023 8086 0273 Fax: 023 8086 5225
Email: marchwoodparish@btconnect.com

Date of meeting:

AGREED / REFUSED

Amount: £.....

Chairman:

OFFICE USE ONLY		
Accounts	Child Protection Policy	Constitution

HOME START (NEW FOREST)

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STATEMENT OF FINANCIAL ACTIVITIES FOR THE YEAR ENDED 31ST MARCH 2017

	Notes	Restricted	Unrestricted	Total	2016
Incoming Resources					
Grants Received	2	15000		15000	18000
Donations and Gifts	3	6882		6882	9820
Activities for Generating Funds	4	3590		3590	1772
Tax Refund		170		170	0
		<hr/>			
Total Incoming Resources		25642	0	25642	29592
Resources Expended					
<u>Direct Charitable</u>	7	22530		22530	22274
<u>Support Costs</u>					
Cost of Generating Funds	5	247		247	
Management and Administration of the Charity	6	3552		3552	4352
		<hr/>			
Total Expenditure		26329	0	26329	26626
Net Movement in Funds for the year		-687	0	-687	2966
Total Funds brought forward		22378	0	22378	19412
Total Funds carried forward		21691	0	21691	22378

There were no recognised gains or losses for 2017 or 2016 other than those included in the Statement of Financial Activities.

The Notes on pages 9 to 11 form part of these Accounts.

HOME START (NEW FOREST)

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BALANCE SHEET AS AT 31ST MARCH 2017

	Notes	2017	2016
Current Assets			
Debtors	9		0
Cash at Bank and in Hand		<u>21791</u>	<u>22578</u>
		21791	22578
Creditors: Amounts falling due within one year			
	10	<u>100</u>	<u>200</u>
Total Assets less Current Liabilities		<u><u>£21,691</u></u>	<u><u>£22,378</u></u>
Funds			
Unrestricted Funds		21691	22378
Restricted Income Funds		<u>0</u>	<u>0</u>
		<u><u>£21,691</u></u>	<u><u>£22,378</u></u>

Approved by the Trustees on and signed on their behalf.

The Parish Council goes Digital

At present all agendas, minutes and supporting documentation is in paper form resulting in time needed for photocopying, and distributing the information.

Cost incurred are:

1. Admin time to photocopy all the agendas and reports.
2. Costs in paper and photocopying
3. Tony time in delivering the agendas and petrol involved in these journeys.

These costs can be dramatically reduced by the Parish Council going digital.

There will be an initial outlay in providing each councillor with a Tablet. But then over time this cost will diminish.

There are a range of Tablets on the market but for ease of use and reliability I would suggest using Apple iPads.

Cost per iPad from John Lewis is approx. £339 per iPad. This would be for a 9.7inch 32GB iPad. There is an iPad Mini but they only come in 128GB and cost £400. There is a 2 year guarantee buying from John Lewis. Do we get a discount through being seen as a business?

Initial cost would be:

£339 x 11 = £3729 minus any discount we can negotiate.

Other Suppliers are:

PC World £339

Argos £339

Amazon £274, So 11 will be £3014

Another option would be to go through County Supplies.

Having fulfilled the order of getting three quotes. It's which option to go for if we decide this is the path we take.

Each Councillor will be provided with one of these iPads. They can be connected through home Wi-Fi and through the Village Hall Wi-Fi.

Each Councillor will sign for the Tablet and they will remain the property of the Parish Council. They should be used for Council business only. An agreement can be drawn up and signed for.

Software

The best software to use is Dropbox and is free. MJS governing body have been successfully using this for many years. Only 2 copies of minutes are printed off. One goes into the staffroom the other in the Ofsted file signed.

The Clerk will be the administrator of Council Dropbox. The Clerk will invite councillors to join.

Storage space increase with each councillor joining.

Within Dropbox you can have separate folders for

Planning, P&R, Amenities, and Full Council.

You can also have folders for policies and any other useful documents needed by a councillor.

The Members handbook could easily be put into Dropbox. Any list are updated and uploaded easily by the Clerk /Deputy Clerk.

Councillors can also upload reports for others to see.

Planning applications can also be added with all the details. Officers comments can be added or scanned in and put in the Planning folder. The Clerk does not then need to do a powerpoint or if she does this can be shared through Dropbox well before the meeting.

Photos can be added. So councillors can see any potential issues damage etc round the village.

Councillors can see all the agendas of all the committees including all the supporting documentation, something we currently don't see.

Councillors can download agendas, reports through the offline facility in Dropbox.

The app is on the App Store.

Use of Dropbox is easy. Training can be done in about 1 hour max. Initial setting up is straightforward and will save admin time very quickly.

Printed agendas will still need to be done for noticeboards

One printed copy of minutes will need to be printed for signing and filing.

The Dropbox system is confidential to its members. If you are not invited then you cannot see it.

IPads need to be numbered and a regular check on them could be put in place.

Recommendation

The Parish Council to go digital by May 2018

This will include:-

1. Buying 11 Tablets (recommendation iPads (9.7in 32GB))
2. Downloading and using Dropbox as a system
3. Giving Training to all Councillors that need it.

Darryl Hindle

T H I S AGREEMENT is made the _____ day of
Two Thousand and Eightteen

B E T W E E N

1. "The Developer" MARCHWOOD SCOUT AND GUIDE BUILDING
MANAGEMENT COMMITTEE (Charity Number
1165382) of Albas Corner Butts Ash Lane Hythe
Southampton SO45 3QY

2. "The Owner" MARCHWOOD PARISH COUNCIL of Marchwood
Village Hall Marchwood Village Centre Marchwood
Southampton SO4 4SX as trustee of the LLOYD
RECREATION GROUND CHARITY (Charity
Number 284618

3. "The Adjoining Owner(s)" None notified by the Developer

4. "The Surety" None

5. "The Undertaker" SOUTHERN WATER SERVICES LIMITED (Co.
No. 2366670) whose registered office is at
Southern House Yeoman Road Worthing West
Sussex BN13 3NX

DEFINITIONS

In this Agreement the following words or phrases shall have the following meanings:-

- 1.1 Accessories As defined in Section 219 of the Act

1.2	Act	The Water Industry Act 1991 including any statutory modification or re-enactment thereof
1.3	Cash Deposit	Shall mean Twenty One Thousand Eight Hundred Pounds (£21,800.00)
1.4	CDM	Construction (Design and Management) Regulations 2015 as amended or replaced
1.5	Day or Date	Any day except Saturdays Sundays Bank or other Public Holidays
1.6	Diverted Sewers	Sewer and Lateral Drains (if any) which the Developer proposes to construct to replace existing public sewers and public Lateral Drains (if any) (which existing public sewers and public Lateral Drains are to be abandoned as public sewers and public Lateral Drains upon the issue of the Vesting Declaration and to be transferred automatically to the ownership of the Developer at no cost to the Undertaker subject to the Developer (or the Owner or the Adjoining Owner(s) as the case may be if there is a Party so defined) indemnifying the Undertaker from all liabilities arising directly or indirectly from such abandoned public sewers and public Lateral Drains and at the Developer's choice removing them entirely from the Green Land at no cost to the Undertaker)

1.7	Drawings	Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean those Drawings calculations and other design or working Drawings relating to the carrying out of the Works or any part or parts thereof held by the Undertaker under reference SWS-S185-002139 which are not annexed hereto
1.8	Estate Roads	Roads or proposed roads which are or are intended to be maintained at public expense
1.9	Final Certificate	A certificate issued under paragraph S.8.4 of the First Schedule by the Undertaker to the Developer confirming that:-
		1.9.1 the Works have been constructed in accordance with this Agreement; and
		1.9.2 all defects notified to the Developer following final inspections by the Undertaker have been remedied to the Undertaker's satisfaction For the avoidance of doubt the issue of a Final Certificate does not vest the Works in the Undertaker and they remain the responsibility of the Developer until a Vesting Declaration (defined below) is issued
1.10	Financial Limit	Not applicable
1.11	Green Land	The land situate at Lloyds Recreation Ground, Main Road, Marchwood,

Southampton SO40 4US and which is shown edged green on the attached Location Plan

- | | | |
|----------|---|--|
| 1.12 | Inspection Fees | Five Hundred Forty Five Pounds (£545) plus VAT |
| 1.13 | Lateral Drains or Public Lateral Drains | As defined in Sections 219 and 106(1A)(b) (i) of the Act |
| 1.14(i) | Location Plan | The plan attached to this Agreement which shows the Site and numbered DCL/01 Revision A |
| 1.14(ii) | Layout Plan | The plan attached to this Agreement which shows the layout of the Works and numbered 17150-WFBA-XX-XX-DR-C-0050 Revision P05 |
| 1.15 | Maintenance Period | The period from the date of issue of the Provisional Certificate until the Works are vested in the Undertaker |
| 1.16 | Period of Construction | 4 weeks from the date hereof |
| 1.17 | Protected Strip | The strip of land shown coloured yellow (if any) on the Layout Plan and (unless the contrary shall be stipulated or be clear from the Drawings or the Layout Plan) the Protected Strip shall lie one half to each side of the centreline of those parts of the Works which are not being constructed |

within Estate Roads and/or public highways and any existing sewers and any Diverted Sewers or Public Lateral Drains (other than any sewers or Lateral Drains which may be abandoned pursuant to this Agreement) as are shown on the Drawings or the Layout Plan and includes any part of the Protected Strip

1.18	Provisional Certificate	The certificate issued under S.8.1 or S.8.3 of the First Schedule
1.19	Sewer or Sewers	As defined in Section 219 of the Act
1.20	Site	Shall comprise the Green Land and other land (if any) on under in or through which the Works are proposed to be executed
1.21	Specification	The Civil Engineering Specification (shown as Part 5 of the Sixth Edition of "Sewers for Adoption") (or in relation to health and safety matters or changes in relevant legislation only the corresponding Part of whichever Edition thereof is current if subsequent to the Sixth Edition) and any Appendices provided by the Undertaker
1.22	Vesting Declaration	A written declaration signed on behalf of the Undertaker vesting the Works in itself as public Sewers or Public Lateral Drains
1.23	Undertaker's Rights	All rights exercised by the Developer and/or granted to the Developer by the Owner and/or the Adjoining Owner(s) in relation to

the construction use maintenance alteration repair and replacement of the Works together with discharges therefrom to any watercourse For the avoidance of doubt any covenants that the Developer is subject to shall have no effect on the Undertaker

1.24 Watercourse A watercourse as defined in Section 219 of the Act but also including a canal pond or lake

1.25 Works Subject to any alteration in accordance with S.2 of the First Schedule this expression shall mean all those Works being Sewers Lateral Drains pumping stations and Accessories and shall include valve chambers overflow chambers outfall structures and (where appropriate) balancing facilities as shown on the Drawings and includes any part or parts of the Works

1.26 Engineer John Sylvester of Developer Services

INTERPRETATION

1.1 This Agreement is made under Section 104 of the Act

1.2 References to gender shall include either gender or a corporate identity and the singular shall include the plural

1.3 The Interpretation Act 1978 shall apply for the interpretation of this Agreement as it applies to the interpretation of an Act of Parliament

- 1.4 If there is more than one person named as one of the parties then any covenants agreements liabilities or statements made by that party shall be deemed to be made by those persons jointly and severally
- 1.5 If there are no details shown against any one of the party definitions then this Agreement shall be interpreted as if there was no such party
- 1.6 In the event of there being separate parties defined as “the Developer” and “the Owner” then:
 - 1.6.1 the obligations in Clause 2.1 of the Agreement and S.20 of the First Schedule relating to matters of title or conveyancing shall be obligations of the Owner and not of the Developer; and
 - 1.6.2 in the event of default by the Developer in respect of any matter under this Agreement the obligations of the Developer shall also become obligations of the Owner and at the Undertaker’s discretion may be enforced against either the Developer or the Owner until this Agreement is replaced by a further agreement entered into by the Owner and/or a different Developer PROVIDED THAT these obligations shall only apply to that part of the Green Land that they own
- 1.7.1 The provisions of this Agreement are personal to the parties hereto save on the reconstruction or amalgamation of the Developer or
- 1.7.2 on the appointment of another person as Sewerage Undertaker for the area including the Site under the Act
- 1.8 This Agreement shall be governed in all respects by English Law

AGREEMENT

1. The provisions in the First and Third Schedule shall apply in respect of the Works and all other matters therein contained as though the same had been set out in full in this Agreement

- 2.1 In respect of any part of the Works to be constructed in the Green Land the Owner (if any) hereby consents to the exercise by the Developer of its rights under this Agreement and acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act

- 2.2 If any of the Works are to be constructed within the Site but outside the Green Land then the Adjoining Owner(s) shall join into this Agreement solely for the purposes of acknowledging and consenting to the arrangements herein expressed between the Developer and the Undertaker For the avoidance of doubt the Adjoining Owner(s) shall have no liability under the provisions of this Agreement in relation to the construction and future maintenance or repair of the Works

- 2.3 The Developer has sufficient rights in that part of the Site that is outside the Green Land to enable the Works to be carried out therein and to permit the use repair maintenance and discharge therefrom to any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works

- 2.4 The Adjoining Owner(s) hereby consents and agrees to the arrangements contained within this Agreement as far as they relate to land in the ownership of the Adjoining Owner(s) and acknowledges that the Undertaker shall be entitled to carry out

the Undertaker's Rights following issue of the Vesting Declaration in addition to statutory rights that are exercised by the Undertaker pursuant to the Act

- 2.5 The Developer hereby confirms that the title of the Owner and the Adjoining Owner(s) (if such parties have joined in this Agreement) have been examined and establishes that the parts of the Site where the Works are to be constructed are in their ownership at the date of this Agreement
- 2.6 The Owner and the Adjoining Owner(s) acknowledge that the Works during and after their construction and until the issue of the Vesting Declaration belong to the Developer
3. The Developer shall immediately upon completion of the Works (but without delaying whilst outfall connections to public Sewers or other Works are completed) forward to the Undertaker accurate 'as constructed' Drawings of the Works (including any agreed variations to the original Drawings)
4. No statutory or common law rights and powers of the Undertaker or the Developer shall be affected by this Agreement
5. Nothing in this Agreement is intended to confer on any third party (whether referred to herein by name class description or otherwise) any benefit or right to enforce a provision contained in this Agreement
6. The Developer shall if requested supply to every purchaser of land to be drained by means of the Works a copy or summary of this Agreement
7. If as part of the Works the Developer is proposing to construct

Diverted Sewers then the additional provisions of the Second Schedule shall apply

8. The Developer or the Owner or the Adjoining Owner(s) if there are parties so defined either own the freehold or the unexpired residue of not less than 200 years of a leasehold term or in the case of the Developer has sufficient interest in the Green Land or land adjoining the Green Land within the Site to enable certain development in relation to the same including the construction of the Works to serve the said development
- 9.1 The Developer has sufficient rights in the Green Land to enable the Works to be carried out and to permit the use repair maintenance and discharge therefrom and into any Watercourse prior to the date of the Vesting Declaration and to enable a valid and effectual declaration to be made in respect of the Works
- 9.2 The Developer and the Owner (if any) hereby acknowledges that the Undertaker shall be entitled to carry out the Undertaker's Rights following issue of the Vesting Declaration
10. In the event of a conflict between this Agreement and the Sixth Edition of 'Sewers for Adoption' the provisions of this Agreement shall prevail and have effect

Executed by the parties hereto as a Deed but not delivered until the day and year first before written

FIRST SCHEDULE
(being provisions applicable to the Works)

Construction of Works

- S.1 If the Developer proceeds with the Works it shall at its own

expense properly construct and complete them in accordance with the Drawings and the Specification (and which Drawings and Specification shall be deemed to be part of this Agreement) or as varied by virtue of the powers contained in S.2 of this Schedule and the statutory provisions for the time being relating to new Sewers and to the reasonable satisfaction of the Undertaker in the positions and to the extent shown within the Drawings and indicated by coloured lines and symbols as to foul and surface water sewers in accordance with Appendix VI of the said Sixth Edition of 'Sewers for Adoption'

Minor Variations

S.2 The Developer shall not vary the Works nor make any additional connections not shown on the Drawings without first obtaining the Undertaker's written consent

Consent to Discharge

S.3.1 In the case of a discharge from any part of the Works to controlled waters as defined by the Water Resources Act 1991 ('WRA' which expression includes any statutory modification or re-enactment thereof) the Developer shall:

S.3.1.1 before the commencement of any Works make application for and obtain any necessary consent to such discharge from the Pollution Control Authority and if appropriate the Land Drainage Authority and comply with the conditions relating to their consent PROVIDED however that the Developer shall not agree to conditions without the prior approval of the Undertaker (which approval shall not be unreasonably withheld or delayed) and shall if required by the Undertaker appeal against the same or any of them within the period provided within the WRA for the lodging of an appeal and

- S.3.1.2 transfer the consent to discharge referred to in S.3.1.1 to the Undertaker immediately prior to the issue of the Vesting Declaration or as soon as practicable thereafter
- S.3.2 If any part of the Works is intended to discharge into any Watercourse which is owned by or comprises part of the undertaking of a Navigation Authority (as defined in the WRA) (otherwise than a natural Watercourse and whether the same is navigable or not) the Developer shall before the commencement of any of the Works which would drain to such Watercourse obtain the consent of the Navigation Authority to such discharge but shall not agree to any conditions relative to such consent without the prior approval of the Undertaker
- S.3.3 In the case of a discharge to an estuary or coastal waters the Developer shall before the commencement of any of the Works obtain requisite consents or approvals
- S.3.4 If the Works are to discharge to land (including any Watercourse) owned by any of the Undertakings listed in Schedule 13 Part 1 of the Act the conditions referred to in S.3.2 above shall (so far as the context admits) apply to the Works

Notification of Intended Commencement

- S.4 The Developer shall give the Undertaker at least five days' written notice of the date on which it intends to commence the Works and shall with such notice submit to the Undertaker for inspection such plans Drawings and other design or working Drawings not previously submitted to the Undertaker and which relate to the carrying out of the Works as the Undertaker may require and shall not commence construction until the Developer has completed this Agreement (unless otherwise agreed with the Undertaker)

and supplied to the Undertaker a copy of the relevant form relating to the registration of the Site for CDM purposes

Period of Construction

S.5 The Developer shall construct and complete the Works within the Period of Construction and all parts of the Works including all outfalls and all connections to existing public Sewers shall be completed and in working order before any foul or surface water drainage is discharged from any building or property served by the Works PROVIDED ALWAYS that if the Developer shall fail to construct and complete the Works within the Period of Construction the Developer shall comply with any revised standards for any part of the Works which have been notified to the Developer in writing by the Undertaker

Building Over

S.6 The Developer shall not build plant or place anything over or within 3 metres measured horizontally from the centreline of any Sewer or Lateral Drain which are to be included in the Vesting Declaration (or such other distance as may be reasonably specified by the Undertaker) without the written consent of the Undertaker PROVIDED THAT consent shall be deemed to be refused if consent is not given within ten days PROVIDED ALSO THAT this condition shall not apply to anything shown on the Drawings or the Layout Plan within the Protected Strip

Backfilling

S.7.1 The Developer shall notify the Undertaker before covering up any part of the Works

- S.7.2 Upon receiving such notice the Undertaker shall if it thinks fit arrange with the Developer to inspect the Works
- S.7.3 If the Developer fails to give notice under S.7.1 or fails to comply with arrangements under S.7.2 it shall be liable for the full cost of reopening the Works even if the same are found to comply with this Agreement
- S.7.4 Provided notice is given as above if the Undertaker fails to comply with arrangements under S.7.2 (unless prevented from so doing because of circumstances beyond its control) the Developer may cover in the Works
- S.7.4.1 Without prejudice to S.7.1 to S.7.4 inclusive the Developer shall at any time if requested to do so by the Undertaker in writing open up the Works for inspection
- S.7.4.2 If the Developer fails to comply with such request within any time limit specified by the Undertaker the Undertaker may open up the Works and then if any part of the Works are found not to comply with the terms of this Agreement the Developer shall repay to the Undertaker on demand all costs the Undertaker incurs in opening up and re-covering the Works but in any other case and provided due notice has been given the costs of opening up the Works shall be borne by the Undertaker
- S.7.5 For the avoidance of doubt the provisions of S.10 (relating to access to the Works) are to be read in conjunction with this paragraph

Provisional and Final Certificates

- S.8.1 When the Undertaker is of the opinion that the Works have been completed (including all outstanding remedial works) it shall issue a certificate to the Developer to that effect

- S.8.2 The Works shall be deemed completed when:
- S.8.2.1 they have been constructed in accordance with this Agreement;
and
 - S.8.2.2 a majority of the premises within the Green Land and intended to be served by the Works are occupied; and
 - S.8.2.3 all necessary connections or other things have been made or done whereby such occupied premises may be properly drained;
and
 - S.8.2.4 the Developer has supplied to the Undertaker:
 - (a) two full sets of 'as constructed' Drawings and sections showing the completed Works and sewers by lines colours and symbols in accordance with Appendix VI of the Sixth Edition of 'Sewers for Adoption' and
 - (b) two sets (or more if requested) of operating instructions/maintenance manuals for any pumping station
- S.8.3 If requested by the Developer the Undertaker may at its discretion issue one or more certificates in respect of any substantial part or parts of the Works that have been completed to its satisfaction
- S.8.4 The Undertaker may issue a Provisional Certificate and/or a Final Certificate when it considers it appropriate or if requested to do so by the Developer
- S.8.5 The Undertaker may issue a Provisional Certificate subject to conditions which must be discharged before the Works are vested as public Sewers

Maintenance Period

- S.9 During the Maintenance Period the Developer shall at its own expense maintain repair and otherwise keep the Works in good working order and repair to the reasonable satisfaction of the Undertaker UNLESS the Undertaker shall declare that any required maintenance and/or repair is an emergency in which case the Developer shall carry out the said maintenance and/or repair immediately

Access to the Works

- S.10 The Developer shall arrange for the Undertaker to have access to the Works and the Site at all reasonable times and in particular shall at its own cost provide all relevant plant equipment (including safety equipment) signing guarding lighting and personnel whilst the Undertaker is on the Site for the purpose of carrying out inspections under this Agreement

Undertaker's Right to Repair

- S.11 If at any time before the Works are vested in the Undertaker the Developer shall fail to construct and maintain the Works in accordance with this Agreement the Undertaker shall (as agent of the Developer) be entitled at its entire discretion to construct complete make good and maintain such part or parts of the Works as may be necessary in the opinion of the Undertaker after first giving not less than ten days notice in writing to the Developer (UNLESS the Undertaker declares that any required construction and/or maintenance is an emergency in which case the Undertaker may carry out the said construction and/or maintenance immediately) and the Surety of such intention and the Developer shall upon demand pay to the Undertaker the cost thereof including the necessary cost of the preparation and service

of such notices and of necessary administration as certified by the Undertaker including professional fees and other expenses reasonably and properly incurred

Vesting Declaration

S.12.1 The Undertaker shall (subject to the Developer complying with the terms of this Agreement and to the terms of the proviso immediately below) vest the Works in the Undertaker and supply immediately to the Developer a Vesting Declaration in relation to vesting BUT the Undertaker shall not be required to vest the Works until the Developer has proved to the Undertaker that it owns or has sufficient rights in the Site to enable the making of valid declaration and the Undertaker is satisfied that:

S.12.1.1 the Works have been constructed and completed in accordance with the Drawings and the Specification to its reasonable satisfaction and have been maintained by the Developer during the Maintenance Period and any defects arising or work required in connection with the Works during that period and prior to the date of the Vesting Declaration have been made good by the Developer to the reasonable satisfaction of the Undertaker AND THAT

S.12.1.2 (a) no building or structure save as permitted in S.6 of this Schedule has been erected within the Protected Strip or on or over land within 3 metres of any part of the Works not falling within the Protected Strip (or such other distance as may be reasonably specified by the Undertaker in respect thereof) measured horizontally from the centreline of any such Works without the written consent of the Undertaker and (b) access to any part of the Works with or without vehicles plant or equipment is not obstructed AND THAT

- S.12.1.3 where any part of the Works is shown in the Drawings discharging to an existing public Sewer that part of the Works has been connected properly and directly and in the manner shown in the Drawings to a Sewer having the status of a public Sewer AND THAT
- S.12.1.4 where any part of the Works is shown in the Drawings discharging to a Watercourse that part does discharge properly and directly to the Watercourse in the manner shown in the Drawings and in accordance with any necessary consents or approvals AND THAT
- S.12.1.5 the Developer has complied with all requirements of the Undertaker in pursuance of Clause 2 of the Agreement and S.3 S.19 and S.20 of this Schedule
- S.12.2 The Undertaker shall not be obliged to issue a Vesting Declaration while:
- S.12.2.1 any dispute exists between the Developer and any third party concerning the Works; or
- S.12.2.2 any connection remains whereby surface water or groundwater may enter a foul water Sewer or foul water or groundwater may enter a surface water sewer
- S.12.3 In order that the Works may as soon as practicable be vested in the Undertaker:
- S.12.3.1 the Developer shall no later than ten months after the issue of the Provisional Certificate supply to the Undertaker the relevant section (relating to drainage) of the CDM Health and Safety File
- S.12.3.2 the Undertaker shall within fifteen days after any inspection of the Works made during the Maintenance Period advise the Developer

in writing of any defects arising or work required in connection with the Works needing rectification or completion before the issue of the said Vesting Declaration provided however that:

S.12.3.2.1 if the said plans and sections or records provided by virtue of S.8.2.4 do not adequately and accurately show the Works to the reasonable satisfaction of the Undertaker it may require the Developer to provide at the Developer's own cost corrected plans and sections or records (as the case may be);

S.12.3.2.2 the Undertaker shall be under no duty to issue the Vesting Declaration until it is satisfied that the Developer has complied with S.12.3.1

S.12.4 Notwithstanding the provisions of this Paragraph the Undertaker shall not be obliged to vest Sewers in itself until all intervening private Sewers which link the Works to the receiving public sewerage system are themselves public Sewers

S.12.5 For the avoidance of doubt the provisions of this Schedule in relation to maintenance or repair of the Works whether by the Developer or otherwise shall apply until vesting in the same even though vesting may be delayed by the preceding Sub-paragraph

No Duty to Developer

S.13 Nothing in this Agreement shall imply any obligation on the part of the Undertaker to the Developer or to any other person to ensure that the Works or any part or parts of the same are properly constructed

Indemnity to Undertaker by Developer

S.14 The Developer indemnifies the Undertaker against all actions

costs claims and demands which may be made against them jointly or separately in connection with the construction and completion of the Works and those matters referred to in Clauses 2 and 9 and Paragraph S.20.1.1 of the First Schedule of this Agreement provided that the said actions costs claims or demands shall have arisen not later than the vesting of the Works in the Undertaker unless those actions costs claims or demands relate to the ownership of the Site

Bankruptcy etc of Developer

S.15 If the Developer shall fail to perform any of the conditions contained in this Agreement to be performed or observed by the Developer or shall be adjudicated bankrupt or shall go into receivership or liquidation voluntarily or otherwise or shall execute a deed of assignment or arrangement for the benefit of or otherwise compound with its creditors (except for the purpose of re-construction or amalgamation) the Undertaker may without prejudice to its other Rights remedies and powers against the Developer for such non-performance or non-observance by notice in writing to the Developer and Surety terminate this Agreement and upon such notice being served this Agreement shall immediately terminate but without prejudice however to the obligations of the Surety to the Undertaker under S.16 of this Schedule and of the Developer to the Undertaker under S.19 and S.20 of this Schedule and of the rights of the Undertaker under S.11 of this Schedule

Obligation of Surety (where Party to the Agreement)

S.16.1 In consideration of the Undertaker entering into this Agreement with the Developer the Surety as a principal indemnifies the Undertaker in respect of any expenditure which the Undertaker may incur in accordance with this Agreement by reason of the

failure of the Developer to observe or perform in full its obligations according to this Agreement whether or not this Agreement has been terminated or disclaimed but the obligations of the Surety shall in no circumstances exceed the Financial Limit to which the Surety and its successors and assigns under this Agreement now bind themselves to the Undertaker

S.16.2 The amount of any such expenditure shall be that certified by the Undertaker whose decision shall be final

S.16.3 The Surety shall be discharged or released from its obligations under this Paragraph when the Works are vested in the Undertaker and such parts of the Works in relation to which the Undertaker requires a transfer of land together with the rights referred to in S.20 of this Schedule shall have been transferred or granted to the Undertaker but the Surety shall not be discharged or released from such obligations by any determination or disclaimer of this Agreement or by any arrangement between the Developer and the Undertaker or by any alteration in the obligations of the Developer or by the execution of any amended extra or substituted Works authorised by virtue of S.2 of this Schedule or by any forbearance whether as to payment performance time or otherwise whether made with or without the assent of the Surety

Arbitration

S.17 In the event of any dispute or difference arising from the construction of the Works or application of this Agreement (the distance or distances specified in S.6 and S.12.1.2 of this Schedule and the decision of the Undertaker in S.8.3 of this Schedule excepted) the same may be referred for determination to a person to be agreed between the parties hereto (or failing such agreement within ten days to be appointed by the President

for the time being of the Institution of Civil Engineers) the decision of the person so agreed or appointed to be binding on all the parties thereto

Notices

S.18 Any notice to be served on or Drawings to be supplied or submitted to the Undertaker shall be delivered or posted to the Undertaker's registered office or other address as may be notified from time to time and any notices to be served on the Developer may be delivered or posted by pre-paid letter to its last known address (or being a limited company to its registered office or to its last known registered or head office) or place of business and any notice to be served on the Surety may be delivered at or posted to its registered or head office for the time being

Fees

S.19.1 The Undertaker acknowledges receipt of the following sums:

S.19.1.1 the cost of the preparation and completion of the Agreement and appropriate copies thereof; and

S.19.1.2 the Inspection Fees being the fees incurred by the Undertaker for the technical examination and processing of the initial submission by the Developer of plans Drawings and other design or working Drawings whereby the Works are proposed to be constructed and for inspection by the Undertaker of the execution of the Works (which may include a survey by closed-circuit television (CCTV) and/or other internal survey methods)

S.19.2 The Developer shall on demand pay to the Undertaker:

S.19.2.1 any additional fees arising from CCTV or other internal resurveys

associated sewer cleansing and Site visits essential to recheck sub-standard work;

S.19.2.2 any additional Inspection Fees in respect of Lateral Drains that are proposed for adoption and which were not constructed at the same time as the Sewers in the Green Land;

S.19.2.3 any fees and disbursements pursuant to S.20 of this Schedule;

S.19.2.4 VAT upon any payments referred to in this Agreement if the same is properly payable thereon

Transfer of Land and Maintenance Arrangements and VAT

S.20.1 The Developer shall before the Works are vested in the Undertaker at the request of the Undertaker execute or secure the execution (at no cost to the Undertaker whether by way of consideration costs or disbursements whether such costs or disbursements be incurred by the Undertaker or by any other party) of:

S.20.1.1 a Transfer to the Undertaker transferring to the Undertaker (if so required by the Undertaker) the title absolute free from any covenant easement exception reservation (other than a reservation of rights necessary for the Developer to maintain the Works until the issue of the Vesting Declaration) or other incumbrance of the land forming the sites of pumping stations outfall structures or of any balancing facilities (excluding above ground balancing facilities that do not form part of the Works) that form part of the Works together in each case with all rights necessary to gain access thereto with vehicles and the transfer deed shall contain the following agreement and declaration together with the covenant and indemnity in the form shown below:

"It is hereby agreed and declared that this Transfer of the Property shall not vest in the Undertaker the Works (as defined in the related sewer adoption Agreement) until the same are subsequently vested in the Undertaker".

"The Transferor covenants with the Transferee that until such time as the Sewers are vested in the Undertaker pursuant to Section 104 of the Water Industry Act 1991 it will indemnify the Transferee from and against all actions costs claims demands proceedings and expenses whatsoever in respect of the use and occupation of the Property or the presence of the Sewers"

Note: "the Sewers" to be defined as "any Sewers pumping station or accessories thereto on over or under the Property"

- S.20.1.2 adequate administrative arrangements agreed in writing by the Undertaker for the maintenance and permanence of any balancing facility which is not to be vested in the Undertaker
- S.20.1.3 a Deed of Grant of easement incorporating the rights and covenants contained in the Fourth Schedule hereto in the event that the Undertaker considers it reasonably necessary and appropriate for the future protection of the Works and any discharges therefrom to any Watercourse
- S.20.2 The Undertaker hereby agrees to pay to the Developer an amount equal to any Value Added Tax ("VAT") to which the Developer becomes properly accountable by virtue of those Works to be vested in the Undertaker (if and insofar as such vesting is a 'supply' for VAT purposes) PROVIDED HOWEVER that the Developer shall have submitted to the Undertaker a VAT-only invoice in respect of the same and a copy of the Vesting Declaration issued to it by virtue of S.12

SECOND SCHEDULE

(Provisions applying to Diverted sewers or public Lateral Drains under Clause 7 of the Agreement: Optional Clauses)

Diverted Sewers

1. The Developer shall construct the Diverted Sewers in accordance with the provisions of the First Schedule of this Agreement
2. Prior to the commencement of the construction of the Diverted Sewers the Developer shall provide a method statement for approval by the Engineer together with payment of the Cash Deposit which is calculated to be one hundred per cent of the estimated construction costs of the Diverted Sewers
3. Upon issue of the Provisional Certificate for the Diverted Sewers in accordance with S.8 of the First Schedule the Diverted Sewers shall in pursuance of the powers conferred on the Undertaker by the Act vest in the Undertaker as public Sewers or public Lateral Drains PROVIDED THAT the diversion of flows from the existing public Sewers or public Lateral Drains into the Diverted Sewers shall not be permitted until the necessary and relevant provisions of this Agreement have been complied with and the decision of the Undertaker in this respect shall be final and conclusive The Undertaker shall return eighty per cent of the Cash Deposit to the Developer when the Diverted Sewers are vested in the Undertaker
4. Until the issue of the Final Certificate for the Diverted Sewers in accordance with S.8 of the First Schedule if the Developer fails to carry out the provisions of S.9 of the First Schedule then the Undertaker may deduct from the balance of the Cash Deposit such costs as are incurred by the Undertaker in carrying out those provisions in place of the Developer

5. S.8.2.2 and S.8.2.3 and the references to vesting in S.12 of the First Schedule shall not apply to the Diverted Sewers
6. The balance of the Cash Deposit shall be repaid to the Developer upon issue of the Final Certificate following the deduction of any amounts due to the Undertaker in accordance with the provisions of Paragraph 4 above PROVIDED THAT if any part of the Diverted Sewers shall have been constructed in public highway then five per cent of the Cash Deposit shall be retained for a period of two years from the date of the issue of the Final Certificate and if the Developer fails to comply with the provisions of the New Roads and Street Works Act 1991 in relation to the Diverted Sewers then the Undertaker may deduct from the remainder of the Cash Deposit such costs as are incurred by the Undertaker in carrying out those provisions in place of the Developer At the end of the said two-year period the remaining balance of the Cash Deposit shall be repaid to the Developer following the deduction of any amounts due to the Undertaker
7. Until the issue of the Final Certificate if by reason or in consequence of the construction or failure of the Diverted Sewers or any subsidence resulting from any of those Works any damage shall be caused to any land or property or there is any interruption in any service provided by the Undertaker the Developer shall repay the cost reasonably incurred by the Undertaker in making good such damage or restoring the service and shall:
 - 7.1 make reasonable compensation to the Undertaker for any loss sustained by it; and
 - 7.2 indemnify the Undertaker against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the Undertaker by reason or in consequence of any such damage or interruption

8. The use of the existing public Sewers or public Lateral Drains that are being replaced by the Diverted Sewers shall be abandoned in accordance with the method statement referred to in Paragraph 2 hereof and discontinued and prohibited in accordance with Section 116 of the Act upon issue of the Provisional Certificate

THIRD SCHEDULE

Sewers for Adoption Sixth Edition – the Sewerage Undertaker Addendum

SOUTHERN WATER SERVICES LIMITED ADDENDUM in relation to the Pumping Station Specification

FOURTH SCHEDULE

Rights and Covenants to be Incorporated in a Deed of Grant of Easement pursuant to S.20.1.3 of the First Schedule

Definitions

- “the Undertaker” means Southern Water Services Limited and its successors in title
- “the Apparatus” means the foul and/or surface water Sewers Lateral Drains and any accessories thereto as defined by Section 219 of the Water Industry Act 1991 as are within the Protected Strip defined below
- “the Protected Strip” means that strip of land shown on the plan (being the plan annexed hereto and numbered DCL/01 Revision A) and thereon coloured yellow

“the Dominant Tenement” means the undertaking of the Undertaker within its area as particularised in the Undertaker's "Instrument of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof so as to be enforceable by the Undertaker as provided by Section 37 of the Southern Water Act 1988

“the Trustee” means MARCHWOOD PARISH COUNCIL of Marchwood Village Hall Marchwood Village Centre Marchwood Southampton SO4 4SX

Rights

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Grantor from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Grantor hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

- (a) The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the

Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge

- (b) For the purposes hereof and in particular for the purposes mentioned in Paragraph (a) of this Schedule (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night-time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land
- (c) The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Protected Strip
- (d) The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights
- (e) The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights
- (f) The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor

- (g) The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

1. Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:
 - 1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive
 - 1.2 adversely affect the quality of water or other matter therein or free flow and passage thereof or means of communication along or through the same
2. Without prejudice to the generality of the foregoing:-
 - 2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily-removable character

- 2.2 not to withdraw support from the Apparatus or from the Protected Strip
 - 2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip
 - 2.4 not to alter the ground levels within the Protected Strip
 - 2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
 - 2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to an existing street road pipe duct or cable
- 3 To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this Deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip
 - 4 The Undertaker shall have the benefit of the right to enforce these Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999

5. Charities Act 2011

- 5.1 The land under title number HP798554 is held in trust MARCHWOOD PARISH COUNCIL as trustee of the LLOYD RECREATION GROUND CHARITY a non-exempt charity and this deed is not one falling within Sections 117 (3) (a) (b) (c) or (d) of the Charities Act 2011 so that the restrictions on disposal imposed by Sections 117 to 121 of the Charities Act 2011 apply to the easement

- 5.2 It is the intention of the Trustees that this deed shall be executed under the common seal of Marchwood Parish Council in the presence of an authorised officer under an authority in that behalf given by a resolution of a meeting of the Trustees pursuant to their statutory powers under the Local Government Act 1972
- 5.3 Marchwood Parish Council certifies that it has power under its trust to effect this disposition and that they have complied with the provisions of Sections 117 to 121 of the Charities Act 2011 so far as applicable to this disposition

EXECUTED by the parties as a Deed by the parties hereto but not delivered until the day and year first above written

Executed as a Deed by affixing the Common)
Seal of MARCHWOOD PARISH COUNCIL as)
trustee of the LLOYD RECREATION GROUND)
CHARITY in the presence of :-)

Authorised Signatory

Executed as a Deed by MARCHWOOD SCOUT)
AND GUIDE BUILDING MANAGEMENT)
COMMITTEE acting by two Directors)
or by one Director and the Secretary)

Director

Director/Secretary

Executed as a Deed by affixing the Common)
Seal of SOUTHERN WATER SERVICES)
LIMITED in the presence of :-)

Company Secretary

of Appointment" as a Sewerage Undertaker and taking effect under the Water Act 1989 and the properties and rights forming part thereof so as to be enforceable by the Undertaker as provided by Section 37 of the Southern Water Act 1988

"the Trustee" means MARCHWOOD PARISH COUNCIL of Marchwood Village Hall Marchwood Village Centre Marchwood Southampton SO4 4SX

2. W H E R E A S :

- 2.1 The Grantor is registered as Proprietor with absolute title under the above Title Number of the freehold land described above which includes the Protected Strip
- 2.2 The Undertaker proposes to adopt the Apparatus within the Protected Strip
- 2.3 The Grantor has agreed to grant to the Undertaker such perpetual easements rights powers and privileges in respect of the Protected Strip

NOW THIS DEED WITNESSES :

3. Rights

Subject to the Undertaker making good so far as is reasonably practicable or paying proper compensation for any damage not made good and to the Undertaker indemnifying the Grantor from and against all rates taxes impositions and outgoings of an annual or recurring nature claims demands proceedings damages losses costs charges and expenses arising out of the exercise of the Rights the Grantor hereby grants with full title guarantee the following perpetual rights ("the Rights") to the Undertaker for the benefit of the Dominant Tenement and each and every part thereof:

- 3.1 The right of having retaining using inspecting the condition of reconstructing replacing relaying altering enlarging maintaining cleansing repairing conducting and managing the Apparatus in through under over or upon the Protected Strip (being the servient tenement) together with the right of having and enjoying the free flow and passage of water with or without other matter of any kind whatsoever through and by means of the Apparatus as existing from time to time in through under over or upon the Protected Strip and to discharge from the Apparatus into any canal pond lake or Watercourse (as defined in section 219(1) of the Water Industry Act 1991) within or adjacent to the Protected Strip in compliance with the terms of any statutory consent granted in relation thereto and to increase or decrease such discharge and for such discharge to flow along and within the said canal pond lake or Watercourse and the right at any time to take samples of such discharge
- 3.2 For the purposes hereof and in particular for the purposes mentioned in preceding sub clause (and for similar purposes in relation to any connected length of pipes or works incidental thereto) the right at any time and at all times in the day or night-time with or without vehicles plant machinery servants contractors and others and all necessary materials to enter upon and pass and re-pass along the Protected Strip by a route within the same or by such (if any) other convenient route from a public highway as the Undertaker shall with the approval of the Grantor (which shall not be unreasonably withheld or delayed) from time to time require doing and occasioning no unreasonable damage thereto or to the Grantor's adjoining land
- 3.3 The right of erecting on or near the Protected Strip and maintaining any necessary markers indicating the Protected Strip or the position of the Apparatus provided the same are not erected in such a position as to unreasonably affect the beneficial use of the Protected Strip
- 3.4 The right in exercising the Rights to make all necessary excavations and to tip soil on land immediately adjoining such excavations as shall be necessary or desirable in relation to the exercise of the Rights

- 3.5 The right of fencing or severing off such part of the Protected Strip from the adjoining and adjacent land of the Grantor as shall be necessary and for so long as may be necessary during the exercise of the Rights
- 3.6 The right of support for the Apparatus from the subjacent and adjacent land and soil including minerals of the Grantor
- 3.7 The right to remove all or any trees and shrubs growing in the Protected Strip and any walls hedges and fences thereon

4. Covenants

The Grantor to the intent that the burden of this covenant may run with the Protected Strip and so as to bind (so far as practicable) the same into whosoever hands the same may come and every part thereof and to benefit and protect the Apparatus and the Dominant Tenement and each and every part thereof capable of being so benefited or protected but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor has parted with all interest in the land in respect of which such breach shall occur hereby covenants with the Undertaker to observe and perform the following covenants:

- 4.1 Not to use or permit or knowingly suffer to be used the Protected Strip or any adjoining or adjacent land of the Grantor for any purpose that may:
 - 4.1.1 endanger injure or damage the Apparatus or render access thereto more difficult or expensive
 - 4.1.2 adversely affect the quality of water or other matter therein or free flow and passage thereof or means of communication along or through the same
- 4.2 Without prejudice to the generality of the foregoing:

- 4.2.1 not to erect construct or place any building wall or other structure or erection or any work of any kind whether permanent or temporary on the Protected Strip PROVIDED ALWAYS that this covenant shall not be deemed to prevent the erection of boundary or other fences which are of an easily-removable character
- 4.2.2 not to withdraw support from the Apparatus or from the Protected Strip
- 4.2.3 not to undertake or cause or permit to be undertaken any piling or percussive Works within the Protected Strip
- 4.2.4 not to alter the ground levels within the Protected Strip
- 4.2.5 not to plant or cause or permit to be planted any trees or shrubs in the Protected Strip
- 4.2.6 not to construct or lay or cause or permit construction or laying of any street road pipe duct or cable across the Apparatus at an angle of less than forty-five degrees formed by the Apparatus and the street road pipe duct or cable PROVIDED that this prohibition shall not apply to any existing street road pipe duct or cable
- 4.3 To advise any tenant for the time being of the Protected Strip of the existence of the Apparatus and of this deed and its contents insofar as the same relate to the tenant's occupancy and enjoyment of the Protected Strip
- 4.4 The Undertaker shall have the benefit of the right to enforce these Rights and Covenants pursuant to The Contracts (Rights of Third Parties) Act 1999

5. Charities Act 2011

- 5.1 The land under title number HP798554 is held in trust MARCHWOOD PARISH COUNCIL as trustee of the LLOYD RECREATION GROUND CHARITY a non-exempt charity and this deed is not one falling within Sections 117 (3) (a) (b) (c) or (d) of the Charities Act 2011 so that the

restrictions on disposal imposed by Sections 117 to 121 of the Charities Act 2011 apply to the easement

5.2 It is the intention of the Trustees that this deed shall be executed under the common seal of Marchwood Parish Council in the presence of an authorised officer under an authority in that behalf given by a resolution of a meeting of the Trustees pursuant to their statutory powers under the Local Government Act 1972

5.3 Marchwood Parish Council certifies that it has power under its trust to effect this disposition and that they have complied with the provisions of Sections 117 to 121 of the Charities Act 2011 so far as applicable to this disposition

EXECUTED by the parties as a Deed by the parties hereto but not delivered until the day and year first above written

Executed as a Deed by affixing the Common)
Seal of MARCHWOOD PARISH COUNCIL as)
trustee of the LLOYD RECREATION GROUND)
CHARITY in the presence of :-)

Authorised Signatory

Executed as a Deed by affixing the Common)
Seal of SOUTHERN WATER SERVICES)
LIMITED in the presence of :-)

Company Secretary

Local government ethical standards: Call for evidence

Local Councils may wish to be aware that the Committee on Standards in Public Life has called for evidence about how local councils are supporting good ethical standards in local government in light of changes over the past ten years.

Robust standards arrangements are needed to safeguard local democracy, maintain high standards of conduct and to protect ethical practice in local government.

Hampshire ALC would like to seek your views on the consultation to allow us to make a formal response that factually represents our Members. Please respond to the consultation via ourselves by emailing amy.taylor@eastleigh.gov.uk no later than 17.00, 13th April 2018.

Detail

The terms of reference for the review are to:

- examine the structures, processes and practices in local government in England for:
 - a. maintaining codes of conduct for local councillors
 - b. investigating alleged breaches fairly and with due process
 - c. enforcing codes and imposing sanctions for misconduct
 - d. declaring interests and managing conflicts of interest
 - e. whistleblowing
- assess whether the existing structures, processes and practices are conducive to high standards of conduct in local government
- make any recommendations for how they can be improved
- note any evidence of intimidation of councillors, and make recommendations for any measures that could be put in place to prevent and address such intimidation

The review will consider all levels of local government in England, including town and parish councils, principal authorities, combined authorities (including Metro Mayors) and the Greater London Authority (including the Mayor of London).

Questions

- a. Are the existing structures, processes and practices in place working to ensure high standards of conduct by local councillors? If not, please say why.
- b. What, if any, are the most significant gaps in the current ethical standards regime for local government?

Codes of conduct

- c. Are local authority adopted codes of conduct for councillors clear and easily understood? Do the codes cover an appropriate range of behaviours? What examples of good practice, including induction processes, exist?

- d. A local authority has a statutory duty to ensure that its adopted code of conduct for councillors is consistent with the Seven Principles of Public Life and that it includes appropriate provision (as decided by the local authority) for registering and declaring councillors' interests. Are these requirements appropriate as they stand? If not, please say why.

Investigations and decisions on allegations

- e. Are allegations of councillor misconduct investigated and decided fairly and with due process?
- i. What processes do local authorities have in place for investigating and deciding upon allegations? Do these processes meet requirements for due process? Should any additional safeguards be put in place to ensure due process?
 - ii. Is the current requirement that the views of an Independent Person must be sought and taken into account before deciding on an allegation sufficient to ensure the objectivity and fairness of the decision process? Should this requirement be strengthened? If so, how?
 - iii. Monitoring Officers are often involved in the process of investigating and deciding upon code breaches. Could Monitoring Officers be subject to conflicts of interest or undue pressure when doing so? How could Monitoring Officers be protected from this risk?

Sanctions

- f. Are existing sanctions for councillor misconduct sufficient?
- i. What sanctions do local authorities use when councillors are found to have breached the code of conduct? Are these sanctions sufficient to deter breaches and, where relevant, to enforce compliance?
 - ii. Should local authorities be given the ability to use additional sanctions? If so, what should these be?

Declaring interests and conflicts of interest

- g. Are existing arrangements to declare councillors' interests and manage conflicts of interest satisfactory? If not please say why.
- i. A local councillor is under a legal duty to register any pecuniary interests (or those of their spouse or partner), and cannot participate in discussion or votes that engage a disclosable pecuniary interest, nor take any further steps in relation to that matter, although local authorities can grant dispensations under certain circumstances. Are these statutory duties appropriate as they stand?
 - ii. What arrangements do local authorities have in place to declare councillors' interests, and manage conflicts of interest that go beyond the statutory requirements? Are these satisfactory? If not, please say why.

Whistleblowing

- h. What arrangements are in place for whistleblowing, by the public, councillors, and officials? Are these satisfactory?

Improving standards

- i. What steps could *local authorities* take to improve local government ethical standards?
- j. What steps could *central government* take to improve local government ethical standards?

Intimidation of local councillors

- k. What is the nature, scale, and extent of intimidation towards local councillors?
 - i. What measures could be put in place to prevent and address this intimidation?