

All minutes are draft until approved by the Council at the next meeting

**Marchwood Parish Council**

Minutes of the meeting of the Parish Council held via the Zoom application on Monday 15<sup>th</sup> March 2021 at 7.30pm.

Councillors: Cllr R Young – in the Chair (P)

Cllr W Bucknell	(P)	Cllr J Case	(P)
Cllr M Havercroft	(P)	Cllr D Hindle	(P)
Cllr P Mballa	(P)	Cllr M Proctor	(P)
Cllr M Saxby	(P)	Cllr A Ushamba	(P)
Cllr G Wright	(A)		

(P) Present (A) Absent

In attendance: Mr B Gibbs (Clerk to the Council). Also in attendance were Dist Cllrs Bennison and Hoare, County Cllr Harrison and four members of the public.

**Apologies for absence**

21/198 Apologies were received from Cllr Wright.

**Declarations of Interest**

21/199 Cllr Young declared a personal interest in matters relating to the Lloyd Recreation Ground Trust. Cllr Havercroft declared a personal interest in matters relating to the Marchwood walking routes improvements proposal.

**Public Participation**

21/200 No members of the public present wished to speak although two of them indicated they were here to follow the debate concerning the walking routes improvements.

**Chairman's report**

21/201 Cllr Young spoke about the following items.

- He spoke about tree-felling that had recently taken place along the A326 and the Hythe Road. Hampshire Highways had made an assessment that work needed to be done to ensure highway safety.
- He also spoke about the recent announcement by the Government regarding free-ports. He commented that as Marchwood was within the Solent free-port designation that the Parish Council would follow events closely.

**Minutes:**

21/202 **RESOLVED:** To accept the minutes of the meetings held on the 21st December 2020 and the 11th January 2021 as a true record.

**Reports from the New Forest District Councillors**

21/203 Cllr Bennison spoke about following items:

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- Wildflower meadows.
- Marchwood Footpath 501.
- Normandy Way pavements.

21/204 In answer to questions Cllr Bennison clarified the route of FP 501 and the type of improvements she would like. She also highlighted that most of the trees along the footpath are protected by tree preservation orders.

The Clerk also highlighted that the footpath's condition was part of agenda item 9 to be discussed later this evening.

Cllr Bennison's written report will be appended to these minutes.

21/205 Cllr Hoare said that her community grant allocation had now been distributed to the Waterside Food Bank, The Handy Trust and the New Forest Baby Bank.

21/206 Cllr Hoare said that she continues to receive many calls and emails regarding the condition of Normandy Way. She asked if the Parish Council could write to Hampshire County Council to support the other correspondents.

21/207 She also spoke the Calshot and Barton-on-Sea public toilets and the review currently taking place to assess if they can be kept open. There was a task-and-finish group looking at all opportunities to retain them including refurbishment.

21/208 Cllr Hoare concluded her report by commenting about beach litter clearance and the Great British Spring Clean. All authorities within the New Forest and surrounding area are working toward to presenting a unified approach to litter management and reduction.

Cllr Hoare's written report will be appended to these minutes.

### **Report from the Hampshire County Councillor**

21/209 Cllr Harrison began his report by commenting about the Solent free-port. He said that the proposal lacked detail and appeared to be rushed. He said that the proposal will have a significant effect on Marchwood with further lorry movements being apparent alongside more relaxed planning policies.

21/210 Cllr Harrison then spoke about the Local Cycling and Walking Infrastructure Plan (LCWIP) for this area as he is involved in a workshop hoping to link these routes along the Waterside. Cllr Harrison commented that more needs to be done than simply marking the highway with cycle routes.

He thanks the Barker-Mill estate for their foresight in providing land for the Marchwood Cycle route.

21/211 Cllr Harrison has accepted an invitation to join the Solent Gateway Liaison Group. He noted that this item was on the agenda this evening.

21/212 Cllr Harrison shared everyone's concerns regarding the condition of Normandy Way. He expressed disappointment with Hampshire Highways as there is no restorative work planned this year or next.

21/213 Cllr Harrison continued by saying that his grant funding has not been reduced despite great financial pressures suffered by the County Council.

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21/214 Cllr Harrison concluded his report by saying that the County Council's council tax rate will rise by 4.99% in 2021-22.

### **Solent Gateway Ltd. A proposal to establish a Community Liaison Group**

21/215 The Clerk introduced this item. Solent Gateway Ltd (SGL) is operating Marchwood Port until 2051 and is keen to continue to build a good relationship with, and contribute to the local community. SGL recognises that engagement and ongoing discussions are an important part of this process so they are proposing a Community Liaison Group that will meet throughout the planning, delivery and ongoing operation of the port.

The group will provide an opportunity for SGL to update key community representatives on the latest plans and activities at the port, and for community representatives to discuss any local issues and opportunities associated with Marchwood Port.

21/216 **RESOLVED:** Members of the Parish Council should attend meetings of the SGL Community Liaison Group on a rotational basis. All Councillors willing to attend were asked to advise the Clerk of their interest.

### **Marchwood walking routes improvements**

21/217 The Clerk introduced this item. At an Amenities committee meeting held on the 8th February a presentation was made by officers from NFDC outlining proposals to improve some of the greenways within the village.

The proposals were well-received and were approved by the committee. As the sums involved exceed the Amenities committee's delegated authority the Full Council is required to approve the project so that the S106 funds held by NFDC on behalf of the Parish may be released to fund this project.

Items for the Full Council to note.

- There is currently £109,539.60 remaining in The Marchwood Section 106 reserves under the heading of "Marchwood recreational walking routes".
- The main path improvements and the main costs could be delivered using the Section 106 budget that remains for Marchwood.
- The estimated costs for paths improvements are approximately £90,000.
- Initial costings have been carried out but these were based on a 1.5m wide new footpath route.
- Marchwood Section 106 habitat mitigation budget should also be able to pay for the way marker signage elements of the project. The estimated costs are approximately £10,000.
- There was also a proposal to provide some repairs to the surface of footpath 501. This is a locally significant footpath adjacent to the former Royal Naval Armaments Depot.
- It was hoped that the Parish Council could provide some funds for materials
- This footpath is in the ownership of NFDC.

21/218 **RESOLVED:** The Parish Council accepted the recommendations of the Amenities committee emerging from the meeting held on the 8<sup>th</sup> February 2021 and approved the project in its entirety.

21/219 **RESOLVED:** The Parish Council approved the allocation of a budget not exceeding £500 to pay for materials to improve the surface of Marchwood Footpath 501.

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**The Handy Trust (provision of a targeted youth service) – Report C and appendices.**

21/220 Cllr Case introduced this item. He had spoken at the recent Policy & Resources committee meeting about the Handy Trust bid documents received to support the 2021-22 Service Level Agreement (SLA).

The Handy Trust has approved the attached documents to form the basis of the 2021-22 SLA for a targeted youth support service in Marchwood.

The 2019-20 and 2020-21 Service Level Agreements (SLA) promised a broad, balanced and varied Youth Support Service that young people in Marchwood value. This document takes into consideration the outcomes of the review meetings held periodically and endeavours to enhance many of the current offerings.

21/221 Annexe 1 highlights in greater detail the full range of provision planned for 2021-22 whilst Annexe 2 highlights the proposed income and expenditure. Two quarterly reviews and mid-year review will be the basis of the management of the SLA, and any mutually agreed variations will be by managed within the contract.

21/222 Annexe 2 confirms resources are prioritised on front-line delivery thereby giving Marchwood Parish Council excellent value for money.

21/223 It should be noted that the Trust has managed to maintain their service offering over the past year despite the Covid pandemic and the lockdowns. Bid documents for this year would require quarterly reporting in order to maintain the service and the activities within the budget allocated.

21/224 These reports would provide evidence to support any need for extra funding. In addition, it should be noted that the Handy Trust would also be putting some of their own funds into this bid in order to meet the rise in demand for their services.

21/225 **RESOLVED:** The Parish Council accepted the proposals put forward by the Handy Trust to provide a targeted youth support service in Marchwood and authorised the spending of the budget allocated to this project in 2021-22.

Cllr Case would work with the Clerk to enable the resolution to be put in place.

**Internal Audit 2020-21 – to receive a copy of an interim Internal Audit report and to receive a report from the Clerk – Appendix A and Report D**

21/226 The Clerk spoke about this item. The Parish Council had recently undergone an interim audit visit (in a socially distanced manner). The report is contained in Appendix A of the meeting's background papers.

21/227 There were a number of items the Parish Council needed to note that require some attention before the year end on March 31st. Amongst other things the auditor highlighted that there were some occasions where not all background papers were uploaded to the website. There is also some work to be done with updating the website.

21/228 The Parish Council noted that the internal auditor had reviewed the MOU between the Parish Council and the Lloyd Recreation Ground Trust. As part of this review she have seen that the Charity Commission has updated the "Governing Document" tab to show that the MOU was listed as a governing document alongside the 1920 Deed of Gift and the 1945 Conveyance.

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She also commented that the relationship should remain “clear and formal” moving forward.

21/229 Her summary included a note to say that the records of the Parish Council appear to be in good order.

21/230 **RESOLVED:** The Parish Council received the Internal Auditor’s report and accepted her recommendations.

21/231 **RESOLVED:** The Clerk was instructed to complete the recommendations made in the Internal Audit report.

**Falklands War Memorial at Marchwood. To receive a verbal report from the Clerk (no decisions need to be made)**

21/232 The Clerk spoke about a contact from a member of the public regarding the forthcoming 40<sup>th</sup> anniversary of the Falklands War in April 2022. The member of the public was a former serviceman who is keen to recognise the work of the Royal dockyards in the preparation of the Tsk force prior to its dispatch.

21/233 The proposal is to mount a plaque of some kind within the village.

21/234 The Parish Council welcomed the initiative and invited the member of the public to speak at a future Parish Council meeting.

**Lloyd Recreation Ground Trust matters:**

21/235 The Chairman led this discussion in the first instance. He commented that there was an item in the exempt business section of the agenda that concerned the Lloyd Recreation Ground Trust (LRGT). He asked the Clerk to explain to the meeting the circumstances behind this decision. He also commented that he would welcome the views of fellow members as to the appropriateness of this action.

21/236 The Clerk said that local council administration should be discussed openly wherever possible.

However, there were four areas where it is prudent to exclude the public and the press. These are as follows:

- Personnel matters including recruitment, salary discussions, disciplinary issues and dismissal.
- The preparation of cases in legal proceedings and the receipt of legal advice.
- The proposals and counter-proposals in the negotiations of contracts, tenders and leases.
- The early stages of a dispute.

21/237 The Clerk said that the business to be discussed in exempt business would be to respond to a request to renew an existing lease at the Lloyd Recreation Ground.

21/238 Cllr Young asked if any member had any issues with the decision to hold this discussion in exempt business.

21/239 Those members who responded to this question raised no objections about the actions taken.

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21/240 The Clerk then presented report E to the meeting. He said that the following items needed to be brought to Parish Council's attention.

- The Scout and Guide Headquarters building is now occupied and an invoice for the financial year 2020-21 will be raised before the end of March 2021.
- The tree planting and landscaping is complete and has been inspected by officers from New Forest District Council's planning department.
- Additional bat boxes have been deployed in the area of the building as a compromise so that the roof will not have tiles lifted needlessly. These have now been inspected by a planning officer from NFDC.
- It is hoped that these efforts will result in the final planning conditions being discharged.
- The Chairman commented that the NFDC Head of Planning had spoken to him about the remaining planning conditions and said that planning officers will continue to monitor the site.
- Once these conditions have been discharged it is the Parish Council's intention that a normal landlord and tenant relationship shall commence throughout the remaining lifetime of the lease using the 2020 Memorandum of Understanding as the managing document.
- Football will return from 29th March onwards (subject to HMG's approval of the lifting of further Covid-19 restrictions).
- The pitch has been marked in anticipation.

21/241 The Clerk then moved on to the second part of report E. This concerned an item of correspondence from the Charity Commission. It had recently written to the Parish Council using its powers under Section 15 (2) of the Charities Act 2011.

21/242 The correspondence is recorded in the minutes as follows

### *LLOYD RECREATION GROUND – 284618*

*The Charity Commission has recently been made aware of concerns around potential loss of green space and the management of the charity's finances.*

*Please ensure that a copy of this correspondence is circulated amongst the trustees.*

*You do not need to reply to this letter, it has been sent under section 15(2) of the Charities Act 2011 to provide you with information and advice to manage potential risks in your charity.*

*We are not taking any further action at this time however we require the trustees to consider the following advice and ensure the charity is operating in line with its policies.*

The letter then referred to the following Charity Commission advisory documents.

- *CC3 - The essential trustee*
- *CC27 – It's your decision: charity trustees and decision making*
- *CC29 – Conflicts of interest: a guide for charity trustees*
- *CC12 – Managing a charity's finances*
- *CC25 - Charity Finances: trustee essentials*

The letter then referred a hyperlink giving advice on how to report a serious incident with a charity

<https://www.gov.uk/guidance/charity-land-and-property>

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The letter then concluded with a summary of the actions taken by the Charity Commission and the next steps in the process.

*All information, including this letter, has been saved to the charity's records.*

*We may write to you again if we decide to proactively look into the concerns in future or if we receive more information that raises our level of concerns in the charity.*

*Yours faithfully,*

*Clare Tierney*

*Charity Commission - Assessment & Compliance Casework Team*

21/243 The Clerk commented about the letter and brought the following to the Parish Council's attention in response to it.

- The Scout and Guide Headquarters building sits on a plot within the recreation ground whose location was agreed by both the Parish Council and the Lloyd Recreation Ground Trust in the lease dated 14<sup>th</sup> September 2016
- Both the size of the plot and its position were approved by the Parish Council and the Lloyd Recreation Ground Trust at the time the lease was signed.
- The old Scout building has been removed from the site in compliance with the planning permissions received and the planning conditions imposed.
- A landscaping and tree planting scheme has recently been completed and we now await the discharge of this planning condition by the NFDC Planning department.
- The Parish Council and the Lloyd Recreation Ground Trust are free to engage with the tenant if they have any further concerns about the building and about the landscaping or the tree planting schemes that are outside the scope of the planning process.

21/244 A member of the Parish Council commented that under the terms of the trust documents it would appear that the Parish Council (as the managing trustee) had acted within its powers.

21/245 The Clerk then spoke about the Lloyd Recreation Ground Trust's finances. He referred members to the Lloyd Recreation Ground Trust's nominal ledger for 2019-20 that showed all of the income and expenditure for the year. Once all expenditure had been deducted there was a sum of £4,160.12p left to be transferred across to the Parish Council.

21/246 These accounts had been presented to the Lloyd Recreation Ground Trust at its AGM in October 2020 and had been approved.

The Clerk then referred members to background document Appendix D (detailed income and expenditure by budget heading).

21/247 This document shows that there are two cost centres in the accounts (numbered 301 and 500) set up to manage the finances relating to the Lloyd Recreation Ground. The cost centre 301 deals with all day-to-day income and expenditure for the recreation ground. The cost centre 500 deals specifically with the finances of the Lloyd Recreation Ground Trust.

21/248 The Clerk worked through the line items of cost centre 301 and highlighted the fact that £31,607 had been spent on the maintenance, upkeep and improvements to the Lloyd Recreation Ground.

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21/249 The Clerk then worked through the line items of cost centre 500. This showed that a figure of £4,160 was received by the Parish Council during the year 2020-21.

21/250 The Clerk commented that this figure matched the total outstanding in the Lloyd Recreation Ground Trust's nominal ledger for 2019-20 after rounding down the total. Following the transfer of the sum of £4,160.12p from the LRG T to the Parish Council there was only a small amount of money left in the LRG T account. This was as a result of some casual hiring of the 3G Court.

21/251 The Clerk then commented about the 2020 Memorandum of Understanding (MOU). Within the MOU there are a number of powers identified that the Parish Council uses to manage the affairs of the Lloyd Recreation Ground Trust.

21/252 The general power to act on behalf of the Lloyd Recreation Ground Trust is Section 111 (Para 1) of the Local Government Act 1972.

21/253 The Parish Council is able to work with a registered charity through the powers acquired by Section 297 (Para 1-4) & 298 (Para 1-2) of the Charities Act 2011.

21/254 The Parish Council is able to absorb the LRG T's shortfall in expenditure over income using the power acquired through Section 19 (Para 1-3) of the Miscellaneous Provisions Act 1976. In effect, this power allows the Parish Council to underwrite the administration of the LRG T as its expenditure exceeds its income routinely year by year.

21/255 The Clerk then provided examples of arrangements made by other local councils in Hampshire in order to manage charities that have similar circumstances to the Lloyd Recreation Ground Trust.

That is to say the annual income of these charities always falls below the annual expenditure incurred by those local councils.

21/256 The two examples highlighted are the Heath charity in Petersfield with Petersfield Town Council acting as its managing trustee and the King George V Field charity in Denmead that is supported by Denmead Parish Council as its managing trustee.

21/257 The Clerk concluded his report by saying that these examples demonstrated that Marchwood Parish Council is acting within its powers and is following accepted practice in the management of a trust charity with little income that routinely incurs higher levels of expenditure.

21/258 The Chairman thanked the Clerk for his report. In response to a question from a councillor the Clerk highlighted the fact that two bank accounts exist that either receive money from or pay money to the Lloyd Recreation Ground Trust.

One is the Parish Council's treasurer account and the other is the Lloyd Recreation Ground Trust's treasurer account.

With the MOU in place this situation can be ended by closing the LRG T account.

### **Orders for Payment February 2021**

21/259 **RESOLVED:** The Parish Council approved the Orders for Payment that were outstanding up to the date of the meeting

The Clerk referred members to Appendix B in their briefing pack.

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**Income & Expenditure as at 31st January 2021**

21/260 **RESOLVED:** The Parish Council noted the Income & Expenditure Report as at 31st January 2021.

The Clerk referred members to Appendix C in their briefing pack.

**Income & Expenditure against budget as at 31st January 2021**

21/261 **RESOLVED:** The Parish Council noted the Income & Expenditure Report against Budget as at 31st January 2021.

The Clerk referred members to Appendix D in their briefing pack.

**Balance Sheet as at 31st January 2021**

21/262 **RESOLVED:** The Parish Council noted the Balance Sheet report as at 31st January 2021.

Members were told that the Balance Sheet up to the 31st January 2021 was Appendix E in their briefing pack.

**Bank Reconciliations as at 31st January 2021**

21/263 **RESOLVED:** The Parish Council noted the Parish Council's Bank Reconciliations as at 31st January 2021.

The Clerk gave a brief explanation of the purpose of the monthly reconciliations as well as an explanation of what each account held and each individual account's purpose.

The Clerk referred members to Appendix F in their briefing pack.

**Committee Minutes**

21/264 **RESOLVED:** To receive as follows:

Planning: 5th December 2020, 4th January 2021 and 1st February 2021.

Policy & Resources: 23rd November 2020.

Amenities: 16th November 2020.

21/265 **Exempt Business:** To pass a resolution in accordance with the Public Bodies (Admission to Meetings) Act 1960 to exclude the public and press from the discussion of the following matters where publicity might be prejudicial to the special nature of the business.

There being no further business the meeting closed at 9.36pm

## **Community Grant**

I have divided my grant monies between the waterside Food bank, The Handy Trust, (to support their work into mental health issues among young people, during lockdown,) and Little Bundles of Joy, New forest, an organisation who supply families who have young children facing hardship, nappies, SMA milk and other things they may require keeping their little ones safe and well.

## **Normandy Way**

I have received a lot of complaints from residents living on or near Normandy Way, in relation to the poor surface of the road and the excess noise this causes from the lorries driving down it.

I have contacted Richard Bastow and will inform you of his reply, it is not my decision, but I think it would be particularly good if MPC wrote formally to HCC explaining the problem and the distress this is causing residents.

## **Environmental Health**

Our Environmental health inspectors have visited over 100 supermarkets within the district alongside DIY stores and garden centres giving advice to staff on how to keep their businesses COVID-19 compliant, ensuring they are offering hand gel, cleaning trollies, policing the wearing of masks, and keeping numbers within their stores at government limits.

## **Lymington Quay**

Plans for the re-development of the shower and toilet block at Lymington Quay have been submitted with the aim of coming before the planning committee in May. NFDC has worked closely with Lymington Town Council and the Harbour masters, and in January held an online public engagement session with local business owners, residents and councillors.

Should all go well it is hoped to commence work mid-September to be completed by April 2022. Closely aligned with this scheme plans will be developed to enhance the quay and make it a more useable space, and a nicer place to visit.

This year in preparation for the summer, street scene is planning to jet clean the quay in readiness for Easter and install solar powered compactor bins, to help reduce the litter and bin emptying frequencies.

The possible closure of Calshot and Barton public conveniences has been put before a task and finish group to try and work out if there is a way NFDC can keep them open. They have both been closed during the pandemic as they fall short of meeting government guidelines and risk assessment with regard to the free circulation of air within the buildings. The task and finish group are next meeting on Wednesday and so I will update the parish Council after the meeting which I will be attending. Very tentatively looking hopeful.

## **Litter**

Crabby the crab campaign will be relaunched along our coastline at Easter following its successful launch last year, where the amount of rubbish collected from our beaches reduced by 10 tonnes over the summer period.

The great British spring clean will begin on the 28<sup>th</sup> of May and run until the 13<sup>th</sup> of June 2021 (hopefully) I would very much like the NFDC to be involved and provide support this year, as during lockdown there has been a lot of interest in community litter picking, even if only solitary. We have a lot of

community litter picking groups who cannot wait to get up and running again, I think it would be a great start to the beginning of freedom.

Litter is becoming a big problem and it is thought that once we get our freedom large amounts of people will want to visit the forest. NFDC, NPA and Forestry England are working together to formulate a joint communications campaign, and NFDC are looking at and working out enhanced cleaning and litter collections in certain areas.

At this moment there is a big problem regarding litter on the forest road's verges, normally NFDC litter pick these areas, but we must be charged by Forestry England before we can start as this is their land. We are actively talking with them to arrange a date sooner rather than later when we can start.

### **Westover**

All urgent works relating to the sea wall at Milford on Sea are now completed. Following the storms over Christmas there was no further damage to the wall, and the residents most affected by the damaged sea wall reported that the vibration they could feel within their homes when the waves hit had stopped. NFDC have been awarded 250,000 pounds to produce plans and a business case for phase 2.

We are working with residents whose land the coastal path goes and have gained an agreement where we can move the path back, away from the cliff edge, so hopefully we can re-open this prior to Easter.

NFDC is also at this moment in time repairing and replacing some of the damaged groynes along Milford beach close to the new beach huts.

## Marchwood Parish Council Meeting

15<sup>th</sup> March 2021

### Report to the Council

#### Wild Flower Meadows

It was in June last year when a resident contacted me regarding the possibility of creating a wild flower meadow in front of the Quayside Walk block of flats fronting the waterfront. I contacted the Grounds Maintenance Supervisor at NFDC and we met with the resident to discuss the idea. So in August it was agreed that NFDC would undertake the work and it would save several cuts to the grass annually.

Sometime has now elapsed and on enquiry I was informed that unfortunately the work could not be funded by NFDC. Naturally I was disappointed so enquired if I was able to use some of my Community Grant funding could it go ahead and how much would I need to find. So the Wild Flower Meadow is revived again, I have paid for the seed and the top soil and NFDC are putting in the work to create the Meadow. So a win-win all round and I hope everyone who walks along the Promenade will enjoy the meadow in the years to come.

#### Footpath 501

Which leads me onto the issue of Footpath 501 and the recent request from residents to deal with the surface at the waterfront end which is holding water and making it difficult to navigate around. The history to this path is that it was left in the ownership of Crest when they developed the site and sold all the properties. They clearly were not going to maintain this footpath so I managed with a bit of persuasion and some assistance with access through the Gated area of Quayside Walk, for NFDC to take on the ownership, they were already cutting the vegetation under a County contract for path clearance.

So I would like to ask if MPC would be willing to assist by funding the gravel element of the required repairs to the footpath from their S106 open space monies. Ground's maintenance will do the rest.

#### Normandy Way Footpath

It was in August 2019 that I was contacted by a resident in Byams Lane with the request that 'someone' should look at making a safe footpath along Normandy Way from Byams Lane to the roundabout at the entrance to the Industrial Estate. I made a site and it was clear that many people were using this verge to gain access along the road. I raised the issue of improving the verge with HCC and was advised in September that an order was with their contractor for delivery. Then in October I was advised that there was no funding available to construct the link to the existing footpath from Byams Lane. So I requested that HCC look again at this issue on safety grounds (see photo). Unfortunately I have heard no more from County.



Would MPC like to consider some of their S106 Open space monies to perhaps pay for the materials and see if County could then be persuaded to throw in the labour costs. Perhaps David Harrison could assist with this issue.

Cllr. Sue Bennison

15<sup>th</sup> March 2021

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**MINUTES OF A MEETING OF THE KING GEORGE'S FIELD, DENMEAD  
TRUST (CHARITY NUMBER 1086304) HELD ON WEDNESDAY 6th  
SEPTEMBER 2017 AT 7.00pm IN THE OLD SCHOOL, DENMEAD**

Members Present:                   Kevin Andreoli                   Ian Brown  
  Paula Langford-Smith         Neil Lander-Brinkley,  
  John Morphett                 Mark Willoughby

Also, present                       Brendan Gibbs, Clerk to Denmead Parish Council

**1. To Elect a Chairman**

Kevin Andreoli was unanimously nominated to chair the meeting.

**2. Apologies for Absence**

Apologies were received from Neil Rusbridger, Ken Scholey and Gary West.

**3. Minutes of Previous Meeting**

The Minutes of the previous meeting held on the 7th September 2016 were unanimously approved.

**4. Matters Arising from the Minutes**

There were no matters arising from the minutes.

**5. Report of Activity at KGV Fields**

This report covers activities at KGV Fields at the Ashling Park and Kidmore Field.

- The play area at the Ashling Park continues to be very popular with large numbers of local and not-so-local children being brought to enjoy it during clement weather.
- Cricket and football continued to be supported. One adult team uses the Park along with the youth teams from the Denmead Youth Football Club.
- The cricket team now only run a Saturday team. The basketball court continues to be well used as does the skatepark. The riding surfaces on the Skatepark are replaced as necessary.
- The successful Tennis and Bowls clubs located in the Ashling Park, continue to thrive, with the Tennis Club looking to expand their facilities.
- The Pavilion is now in daily use by a Daycare Group. The Parish Council Youth Club continues to meet there after a recent reorganisation.
- DPC are investigating providing a MUSA which will include additional tennis courts. This would be part funded by planning gain from development at Carpenters Field.
- Kidmore Field is used by an Archery club.
- The Scouts use the field where they have their scout hut and meetings and also host camping and their own fund-raising activity. The Scout hut and surrounding land is used by a Daycare group.
- Denmead Striders used the Kidmore Field to host their annual 10K run in the autumn
- The 1st Denmead Scout Group continue to lease a parcel of land at Kidmore Field.

## **6. Report of Activity at QEII Fields**

This report covers activities at Harvest Field and Goodman Fields

Goodman Fields

- The Car park is in regular use. Paula Langford-Smith commented that there was some rutting at the entrance to the Car Park that would be put right by the Parish Council Groundstaff.
- The Fields are enjoyed by residents exercising their dogs. The dog bag dispenser installed last year is well used and additional bins have had to be provided to cope with the litter of all types generated by the visitors.
- Some picnic tables have been installed in one of the fields to encourage family use.
- A railway sleeper bridge which was removed by persons unknown has been replaced as without it a circular walk was unavailable. The new version is more securely fixed.
- The Fields are under the maintenance of DPC's Groundstaff
- A vision for the future use of these Fields still needs to be drafted. This would cover regular maintenance activity but also to encourage further diversified use of the Fields. Some flying of drones has been permitted.
- Following reports of overnight camping, a sign has been ordered restricting length of car parking and forbidding camping.
- A large information sign is in the process of being procured. This will inform visitors of the flora and fauna they can expect to see.

## **7. Income and Expenditure Accounts for 2016-17**

- Income is derived solely from the KGV Fields at Ashling Park and Kidmore Field.
- A discussion took place on the Income and Expenditure and it was agreed to note that, as usual, income did not meet expenditure and that the Parish Council would cover this deficit for the benefit of residents.
- The Trustees authorised Kevin Andreoli, Paula Langford-Smith and the RFO to sign the accounts.

## **8. Date of next meeting**

Wednesday 5th September 2018 at 7.00 pm

In the absence of further business, the meeting closed at 7.21pm.

DATED

PARTIES

- (1) PETERSFIELD TOWN COUNCIL (charity no 239054) ('**the Trustee**') and
- (2) PETERSFIELD TOWN COUNCIL ('**the Council**')

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**MEMORANDUM OF AGREEMENT RELATING TO THE MANAGEMENT AND MAINTENANCE OF THE  
HEATH PETERSFIELD**

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Wellers Hedleys Solicitors  
6 Bishopsmead Parade  
East Horsley  
Surrey  
KT24 6SR  
IRD/32606-1 v2 7.10.16

THIS AGREEMENT is made on *(date)*

## PARTIES

- (1) PETERSFIELD TOWN COUNCIL of The Town Hall Heath Road Petersfield Hampshire GU31 4EA (charity no 239054) (**'the Trustee'**) and
- (2) PETERSFIELD TOWN COUNCIL of The Town Hall Heath Road Petersfield Hampshire GU31 4EA (**'the Council'**)

## BACKGROUND

1. The Trustee is the registered proprietor of the land known as Petersfield Heath Heath Road Petersfield Hampshire (**'the Heath'**) under title no SH32862 by virtue of a supplementary order made by the Secretary of State for the Environment by way of extension to the Local Authorities (England) (Property etc) Order 1973 and is the sole managing trustee of the Heath Charity by virtue of a scheme made by the Charity Commission dated 22 September 1925.
2. The Trustee has requested the Council to perform the Services
3. The Council pursuant to section 111 of the Local Government Act 1972, section 19 of the Local Government (Miscellaneous Provisions) Act 1976, section 297 of the Charities Act 2011 and other enabling powers has agreed to perform the Services set out in the schedule (**'the Services'**).

## IT IS AGREED:

### **1 Council's obligations**

At the request of the Trustee and for the consideration specified in Clause 2 the Council shall perform the Services in accordance with this Memorandum of Agreement.

**2 Contract Sum**

The Trustee shall pay to the Council all income received from the Heath as received from time to time as specified in this Memorandum of Agreement.

**3 Authorised Officer**

The 'Authorised Officer' means Neil Hitch or such other person or persons as shall be appointed by the Trustees

**4 Disputes**

Any dispute concerning this Contract shall be dealt with in accordance with Condition 15 of the Conditions of Agreement

Signed on behalf of the Trustee

Signed on behalf of the Council

## CONDITIONS OF AGREEMENT

### 1. Definitions

- 1.1 In this Memorandum of Agreement, save where the context otherwise requires, the following expressions shall have the meanings assigned to them:
- 1.2 '**Authorised Officer**' means the officer referred to in Clause 3 of this Agreement or officer fulfilling the like role;
- 1.3 '**Commencement Date**' means *(date)*;
- 1.4 '**Conditions**' means these Conditions, any supplementary conditions and any modification of these Conditions;
- 1.5 '**Contract Sum**' shall be the sums which shall be the actual costs of effecting and carrying out the Services less the fees and charges collected by the Council (which fees and charges shall belong to the Council and which sums shall be credited against the Contract sum) Review;
- 1.6 '**the Heath**' means the land referred to recital 1
- 1.7 '**the Memorandum of Agreement**' and '**this Memorandum of Agreement**' means the Agreement set out above, these Conditions, any supplementary conditions and any modification of these Conditions, the Schedule;
- 1.8 '**Term**' shall be construed in accordance with Condition 4;
- 1.9 '**Plan**' means the plan attached to this Memorandum of Agreement;
- 1.10 '**Plant**' means equipment, machinery, plant and vehicles;'
- 1.11 '**the Schedule**' means the Schedule to the Memorandum of Agreement;
- 1.12 '**the Services**' means the services described in the Schedule;
- 1.13 '**the Trustee**' means Petersfield Town Council or any successor authority;
- 1.14 the masculine includes the feminine and in the case of a limited company the indefinite article, and the singular includes the plural and vice versa; and

1.15 reference to any Act of Parliament and to any orders, regulations or rules made pursuant to that Act shall include reference to any modification, re-enactment or replacement.

## **2. Variation of Contract**

2.1 Without prejudice to any other of these Conditions, no omission from, addition to or variation of this Memorandum of Agreement shall be valid or of any effect unless it is agreed in writing and signed by the Authorised Officer and by a duly authorised representative of the Council.

2.2 Save for an omission, addition or variation agreed pursuant to Condition 2.1 any provision inconsistent with these Conditions contained in any other document or in any oral agreement is agreed to be void and of no effect.

## **3. The Authorised Officer**

3.1 The functions, rights and powers conferred by this Memorandum of Agreement upon the Trustee shall be exercised by the Authorised Officer.

## **4. Term**

4.1 This Memorandum of Agreement shall extend for a period of 5 years from the Commencement Date and shall not be terminable by either party within that period save in accordance with this Memorandum of Agreement.

## **5. Performance of the Services**

5.1 During the Term the Council shall perform the Services (and any modifications authorised by or under this Memorandum of Agreement) efficiently, effectively and safely and in a manner totally consistent with the terms of this Memorandum of Agreement and to the entire satisfaction of the Authorised Officer.

5.2 All costs and expenses incurred in the performance of the Services shall be paid by the Council who shall be entitled to be paid any income received from the use and facilities of the Heath as from the date of this Memorandum of Agreement

5.3 The Trustee shall ( to the extent of any funds which are available to them) reimburse to the Council reasonable costs expended by the Council in carrying out any instructions under this Condition 5

## **6. Assignment**

- 6.1 The Trustee shall not be entitled to assign the benefit of this Memorandum of Agreement or any part of the Memorandum of Agreement
- 6.2 The Council shall not assign this Memorandum of Agreement or any part of it or any benefit or interest in or under it.
- 6.3 The Council may sublet the whole or part of the Services but such subletting shall not relieve the Council from any liability or obligation under the Memorandum of Agreement and it shall be responsible for the acts, defaults and neglects of any contractor, its agents or servants as fully as if they were the acts, defaults or neglects of the Council, its agents or servants.

## **7. Premises and Licence**

- 7.1 The Trustee grants to the Council a licence to enter, occupy and use the Heath and any buildings or other facilities for the purposes of performing the Services.

## **8. Plant**

- 8.1 The Council shall at all times during the Term provide and maintain all such Plant as is necessary for the proper performance of the Services.

## **9. Council's staff**

- 9.1 The Council shall at all times during the Term employ sufficient persons of sufficient abilities and skills for the proper performance of the Services. In particular the Council shall provide sufficient currently qualified staff to operate all premises and undertake all activities in accordance with all appropriate statutes, regulations and case law to ensure, amongst other things, that employees and members of the public are kept safe at all times.
- 9.2 The Council shall at all times during the Term employ sufficient persons of sufficient abilities and skills to supervise and administer the performance of the Services in a proper and continuous manner.
- 9.3 The Council shall at all times take all such precautions as are necessary to protect the health and safety of all persons employed by it, and shall comply with the requirements of the Health and Safety at Work etc Act 1974 and of any other Acts,

regulations, orders or EU directives relating to the health or safety of employed persons.

## **10. Liability of Council**

10.1 The Council shall be liable for and shall indemnify the Trustee against any expense, liability, loss, claim or proceedings arising under any statute or at common law in respect of personal injury to or death of any person arising out of or in the course of or caused by the performance of the Services, except to the extent that the same is due to any act or neglect of the Trustee or of any person for whom the Trustee is responsible.

10.2 The Council shall be liable for and shall indemnify the Trustee against any expense, liability, loss, claim or proceedings in respect of any loss of or injury or damage to any property, real or personal, in so far as such loss, injury or damage arises out of or in the course of or by reason of the performance of the Services, and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Council, its employees or agents, or of any person employed or engaged by the Council upon or in connection with the performance of the Services or any part, its employees or agents.

## **11. Insurance**

11.1 Without prejudice to Condition 16, the Council shall at all times maintain in force such policies of insurance and shall fully insure and indemnify itself against liability:

- i. to the Trustee and to any employee of the Trustee;
- ii. to its employees;
- iii. to any other person;
- iv. in the sum of at least £10 million in respect of each claim.

## **12. Liability of Trustee**

12.1 The Trustee shall not be liable for any loss or damage however arising except for loss or damage directly arising from negligent acts or omissions of the Trustee.

tee, its servants or agents. Damages arising from such negligent acts or omissions shall be limited to direct and unavoidable losses and the Council shall take all reasonable steps to mitigate such losses.

### **13. Termination**

- 13.1 Without prejudice to any other remedy, the Trustee shall be entitled forthwith to terminate this Memorandum of Agreement in the event of any material breach by the Council of any other provision of the Memorandum of Agreement;
- 13.2 Either party may give to the other one year's prior written notice to terminate this Memorandum of Agreement;
- 13.3 Such termination shall be without prejudice to any rights and liabilities which may have accrued up to the date of termination and upon such termination, in addition to such consequences as are set out in the other provisions of this Memorandum of Agreement the Council shall immediately cease to perform any of the Services.

### **14. Notices**

- 14.1 Any notice to be served upon the Trustee shall be valid or effective provided it is sent by prepaid post or delivered by hand to the Trustee at the address specified in the Agreement or to such other address as the Authorised Officer may notify the Council in writing.
- 14.2 Any notice to be served upon the Council shall be valid or effective provided it is sent by prepaid post or delivered by hand to the Council at the address specified in the Agreement or to such other address as the Council may notify the Trustee in writing.

### **15. Arbitration**

- 15.1 If any dispute or difference concerning this Memorandum of Agreement shall arise between the Trustee (or the Authorised Officer on its behalf) and the Council, such dispute or difference shall be referred to the arbitration and final decision of a person to be agreed between the parties, or failing agreement within 14 days after either party has given to the other a written request to concur in the ap-

pointment of an arbitrator, a person to be appointed on the request of either party by the President of the Institute of Leisure and Amenity Management.

15.2 The arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstances then existing, the cost of such arbitration to follow the event, or in the event of neither party succeeding, to be apportioned between the parties by the arbitrator in such proportions as he in his absolute discretion thinks fit.

15.3 Any award or decision of such arbitrator shall be final and binding on the parties to this Memorandum of Agreement.

15.4 Unless this Memorandum of Agreement shall have already been determined or abandoned, the Council shall in every case continue to proceed with the Services with all due diligence, and the Council and the Trustee shall both give immediate effect to every such decision of the Authorised Officer, unless and until the same shall be revised by an arbitrator.

#### **16. Observance of statutory requirements**

16.1 The Council shall comply with all statutory and other provisions to be observed and performed in connection with the Services provided under this Memorandum of Agreement with particular regard to the health and safety of employees and of the public and shall indemnify and keep indemnified the Trustee accordingly.

16.2 Without prejudice to the generality of Condition 26.1 the Council shall in performing the Services seek to protect the natural flora and fauna and the historical heritage of the Heath.

#### **17. Whole understanding**

17.1 This Memorandum of Agreement constitutes the whole understanding of the parties as to the subject matter of this Memorandum of Agreement and there are no prior or contemporaneous agreements between the parties.

#### **18. Waiver**

18.1 Failure by the Trustee at any time to enforce any provision of this Memorandum of Agreement or to require performance by the Council of any of the provi-

sions of this Memorandum of Agreement shall not be construed as a waiver of any such provisions and shall not affect the validity of this Memorandum of Agreement or any part of it or the right of the Trustee to enforce any provision in accordance with its terms.

#### **19. Severance**

19.1 If any provision of this Memorandum of Agreement shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

#### **20. Inconsistency**

20.1 In the event of a conflict between any of these Conditions and any provision of the Appendices the provision of these Conditions shall prevail.

#### **21. Clause headings**

21.1 The clause headings shall not be construed as part of these Conditions.

#### **22. Law**

22.1 This Memorandum of Agreement shall be governed by and construed in accordance with the laws of England and the Council irrevocably submits to the jurisdiction of the English courts.

SCHEDULE (the Services)

		Particulars	Standards
1.	Manage events on the Heath	<p>Arrange bookings</p> <p>Issue appropriate licences</p> <p>Collect fees</p> <p>Check insurances</p> <p>Ensure that participants have disclosure and barring checks</p> <p>Ensure that organisers have undertake appropriate risk assessments and carry into effect appropriate safeguards, have arrangements in place to comply with health and safety, food hygiene and safety and electrical safety</p>	<p>Ensure that no organisers acquire any rights in the land or any tenancy</p>
2.	Undertake the maintenance of the ground	<p>Grass cutting</p> <p>Tree maintenance</p> <p>Pond bank stabilisation</p> <p>Water quality control</p> <p>Brushcutting</p> <p>Hedgerow management</p> <p>Ditch clearance</p> <p>Strimming</p> <p>Litter picking</p> <p>Litter collection</p>	
3.	Manage and maintain the	Maintain the surface and boundary	

	car parks marked on the Plan	<p>structures and devices for taking payments</p> <p>Install and maintain any security or safety measures</p> <p>Collect charges</p> <p>Take appropriate enforcement action</p> <p>Erect and maintain appropriate signs</p>	
4.	Grant and manage concessions and licences	<p>Arrange bookings</p> <p>Issue appropriate licences</p> <p>Collect fees</p> <p>Check insurances</p> <p>Ensure that participants have disclosure and barring checks (if appropriate)</p> <p>Ensure that concessionaires and licensees have undertake appropriate risk assessments and carry into effect appropriate safeguards, have arrangements in place to comply with health and safety, food hygiene and safety and electrical safety</p>	<p>Ensure that no concessionaire or licensee acquires any rights in the land or any tenancy</p>
5.	Provide and maintain a children's play area	<p>Undertake the design, manage any contract for works, equip and maintain the facilities provided.</p> <p>Carry out appropriate safety inspections in accordance with best practice</p>	
6.	Effect appropriate insurances of the land, its		

	buildings, structures and works, public liability insurance on behalf of the Trustee		
7.	Manage and maintain the public toilets	To keep in repair the public toilets their structure, interior and exterior, manage their operation	
8.			