

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

MINUTES

of the BRADFIELD COMBUST with STANNINGFIELD PARISH COUNCIL MEETING held on 13th September 2021 at STANNINGFIELD VILLAGE HALL

Present:

Cllr D Staff (Chairman)

Cllr A Langan

Cllr C Mears

Cllr C Waters

Cllr K Bell

Cllr B Austin

In attendance:

C/Cllr K Soons, D/Cllr S Mildmay-White, N Glading (parish clerk)

and 4 members of the public

2021/43	WELCOME and RECORDING OF MEETING	
a.	The Chairman welcomed all to the meeting. No recording was declared.	
2021/44	APOLOGIES FOR ABSENCE	
	a) Council to receive apologies for absence: none b) Council to consent to accept apologies received: not applicable	
2021/45	DECLARATIONS OF INTEREST	
b.	None	
2021/46	PUBLIC PARTICIPATION	
	The ditch at the back needs clearing, Cllr D Staff and Cllr C Mears will visit the site and report back to the next meeting Mr G Holland is working on electric for lights Ash tree to be removed (dead) as it represents a hazard: AGREED	Cllr D Staff and Cllr C Mears
2021/47	CO-OPTION OF ADDITIONAL COUNCILLORS	
a.	The Councillors considered two candidates for co-option on to the parish council: Val Jackson was nominated by Cllr C Mears Seconded by Cllr T Langan It was unanimously AGREED that Val Jackson is co-opted onto the parish council. Jane Clark was nominated by Cllr C Mears Seconded by Cllr C Waters It was unanimously AGREED that Jane Clark is co-opted onto the parish council.	
b.	The Declarations of Acceptance of Office were signed, and copies of the Register of Interest forms supplied for completion.	

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

2021/48	UPDATES FROM COUNTY and DISTRICT COUNCILLORS	
a.	<p><u>Update from County Councillor K. Soons</u> C/Cllr Soons had sent a Report today. Suffolk County Council face a reduction of one in the West Suffolk area, as recommended by the Boundary Commission. There may be a grouping of parishes, we will see what happens going forward: our grouping is 21 parishes. Cllr Soons helps with the NHS covid vaccination programme. It is now possible for 16-17 year olds and 12-15 year olds to have the vaccination Booster shots will probably mirror the previous programme, the NHS are looking for sites Q: Are there delays due to transport issues? A: No, not that I have heard of and the new Pfizer vaccine can tolerate more movement</p>	
b.	<p><u>Update from District Councillor S Mildmay-White</u> The Village hall re-opening event held on Saturday was lovely. The Green looks fantastic. D/Cllr Mildmay-White had sent her report today. Covid19 pandemic: numbers are creeping up in Bury St Edmunds, please be careful. The 12 new flats and 2 new retail spaces in the town centre use a ground source heat pump D/Cllr Mildmay-White has been encouraging Market traders, one young trader (selling watch batteries, shoe repairs) has won an Award. Havebury Housing provision: the render and bargeboards need attention, apparently have not been looked at since 2009, Cllr Mildmay-White will arrange for a walk round. There is a shortage of temporary accommodation. Asylum seekers have been offered 10 properties; they need big houses because they have big families. Suffolk County Council are in charge of social side. There has been an increase in complaints around anti-social behaviour</p>	
2021/49	MINUTES OF THE PARISH COUNCIL MEETINGS held on 7th June 2021	
a.	<p>The minutes of the Parish Council meeting held on 7th June 2021 were unanimously APPROVED and the Chairman was authorised to sign the same. NOTED: That Cllr Mears and Cllr Staff object to being called a liar by the resident who wrote the email: Cllr Mears and Cllr Staff will seek an apology from the resident</p>	
b.	<p>Business remaining from the meeting not on this agenda (i) Signs for Green `Slow down children` Cllr Waters will purchase AGREED</p>	
2021/50	MATTERS RELATING TO STANNINGFIELD VILLAGE HALL	
a.	<p>Report on the opening event at Stanningfield Village Hall 11th September 2021: About 100 people attended and £285 was donated to the Church</p>	

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

	<p>The weather was kind, there were some new faces - a very busy afternoon The FCA and PC have now started process of looking at the heating system Cllr Bell is now looking at taking over booking system There are revised charges/ existing groups amnesty on payments until next April £10 residents and £15 non-residents plus a £100 bond in case of damage Mr Sam Jordan has offered to design a Village Hall Facebook page Cllr Bell has received a professional photography quote of £230: for marketing purposes, to make the advertising more commercial and increase bookings The clerk has set up a dedicated page on the BC&S PC website, to which Cllr Bell has sole access It was unanimously AGREED to expend £10 pcm on the bookings system It was unanimously AGREED to accept the quote of £230 for the photographer</p>	
2021/51	MATTERS RELATING TO THE ALLOTMENTS, STANNINGFIELD	
a.	<p>To consider Matters relating to the allotment access track: ongoing progress and costs were considered. Document CT1 been sent to the Land Registry - evidenced that the track has been used for 100 years and should be part of PC assets. This would not stop people going to the allotments. Cllrs Mears and Staff will pursue further with the solicitor Cllr Waters has further documents that he was given, he will find and drop off to Cllr Mears <i>Cllr Waters left the meeting</i></p>	
b.	<p>The allotment fees payable were reviewed. It was unanimously AGREED that the rent should remain at £15.00 a full plot, £7.50 a half plot per annum, with those tenants that use the water sharing the Wave water costs from April 2020 to March 2021.</p>	
c.	<p>Clerk reported that 2 allotments are currently vacant. Clerk to send list of tenants to Cllrs Staff and Mears.</p>	
2021/52	MATTERS RELATING TO THE VILLAGE GREEN	
a.	<p><u>Matters relating to The Green and the unmade periphery road surrounding the Green</u>: ongoing progress and costs were considered The Green- see above and 1958 has a 1967 map attached granting manorial rights to the parish council. The document from 1938 clearly shows that the track was part of the covenant Cllrs Mears and Staff will pursue further with the solicitor</p>	
b.	<p><u>Update on pathway to the Green</u>: the PC are prepared to allow Mrs Hinde to instal the path but this does not grant any ownership or rights to the piece of land that is used for this purpose. Mrs Hinde agreed with this decision.</p>	
c.	<p><u>Update on received emails from resident at the Green</u> subsequent to the June 2021 meeting/ see apeendix</p>	Appendix 1
2021/53	MATTERS RELATING TO STREET FURNTURE, GRASS CUTTING & PUBLIC RIGHTS of WAY	
a.	<p><u>Update on the renovation and usage of the red phone box at Stanningfield</u> Ideas on use are needed: to be investigated further</p>	

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

b.	<u>Update on adoption of the red phone box at Bradfield Combust</u> Clerk confirmed that the Agreement with BT is now signed Cllr Langan has spoken to residents about potential usage.	Appendix 2
c.	<u>Email from a resident about Bridleway 3 at Bradfield Combust:</u> Cllr Langan could not see where the no. 3 bridleway came out, as it led to an open field and seems not to have been used by equestrians. Clerk to ask Suffolk County Council to supply more information	Appendix 3
d.	<u>Update on outcome of complaint from a resident regarding weeds growing on cobbles outside 4 Rokewood Place IP29 4RF: now rectified</u>	
e.	<u>Request from Cllr Langan requesting that the grass fronting Chapel Road is included in the PC contract (emailed to councillors 30 June 21) Clerk to ask contractor for a price</u>	
2021/54	MATTERS RELATING TO THE PLAY AREA STANNINGFIELD	
a.	To consider additional equipment installation, ongoing project	
b.	The Play area report 2 nd September 2021 was NOTED	
2021/55	MATTERS RELATING TO PLANNING/ EMERGENCY PLAN	
a.	Review of the BC&S Emergency Plan (deferred)	
b.	For NOTING: Planning Consultation - DC/21/1250/TPO Consensus: NO COMMENT	Planning officer advised by clerk 05.07.2021
c.	FOR NOTING: Planning Consultation - DC/21/1523/LB and DC/21/1524/LB Consensus: NO COMMENT	Planning officer advised by clerk 28.08.2021
	FOR NOTING: Application No: DC/21/1257/TE3 Consensus: NO COMMENT	Planning officer advised by clerk 11.08.2021
2021/56	FINANCE/ AUTHORISATION OF PAYMENTS	
a.	The Accounts Payable to September 2021 were unanimously APPROVED	Appendix 4
b.	The Quarter One Accounts: Report of Income, Expenditure, Bank reconciliation and budget for Qtr 1, April to June 2021 were RECEIVED	
b.	Cllr Staff suggested that the clerk's salary is increased to NJC point 19 on the NJC scales, an increase of £1 per hour: unanimously APPROVED	
2021/57	GOVERNANCE	
a.	The Councillors Interests definition flow chart was RECEIVED	Appendix 5
2021/58	CHAIRMANS ITINERARY and REPORTS	
a.	Chairman`s report (on the night) (i) <u>Hall heating replacement initiative:</u> Sarah Gill from Groundwork came out to the Village Hall. She will provide a report in 2-3 weeks, Cllr Staff has obtained 2 quotations. It was AGREED to ask Acorn to carry out the work.	Appendix 6

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

	(ii) <u>West Suffolk Local Plan: 2021 Review of Services and Facilities</u> (sent to cllrs 6 th September 2021) NOTED	
b.	Councillor`s reports (on the night) (i) Queens Platinum Celebration Friday, Saturday and Sunday 2 nd to 5 th June 2022 If the Parish Council are thinking of holding an event, need to plan now/ Fete on Green? Barn dance? Cllr Austin agreed to form a working party. (ii) Sustainable village matrix does not mention Bradfield – is this part of Stanningfield and what do they mean by sustainable village? (iii) Bus shelter: Cllr Mears will ask a carpenter. Clerk to supply details of SCC maintenance idea .	Cllr Austin
2021/59	EXCHANGE OF INFORMATION	
	To exchange any relevant information at the discretion of the Chairman Date of next meeting November 22 nd 2021	

Meeting closed at 9.40

Appendix 1

Gregory John Bryant <gregoryjohnbryant@icloud.com>

Mon 07/06/2021 21:17

Dear Nicola ,

In the spirit of transparency I would request the minutes together with the audio recording of tonight's public meeting at your earliest convenience . As Christians it's rather disappointing that councillors Staff and Mears lied by denying past conversations . We would like to express our thanks to the parish council and look forward to receiving the above . Kind regards Gregory

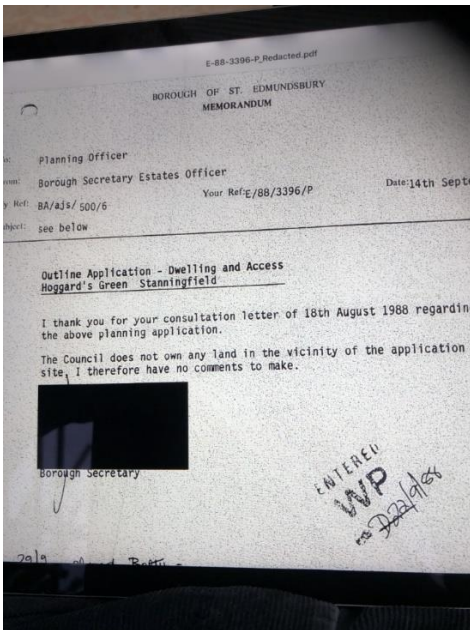
Gregory John Bryant <gregoryjohnbryant@icloud.com>

Mon 07/06/2021 08:56

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

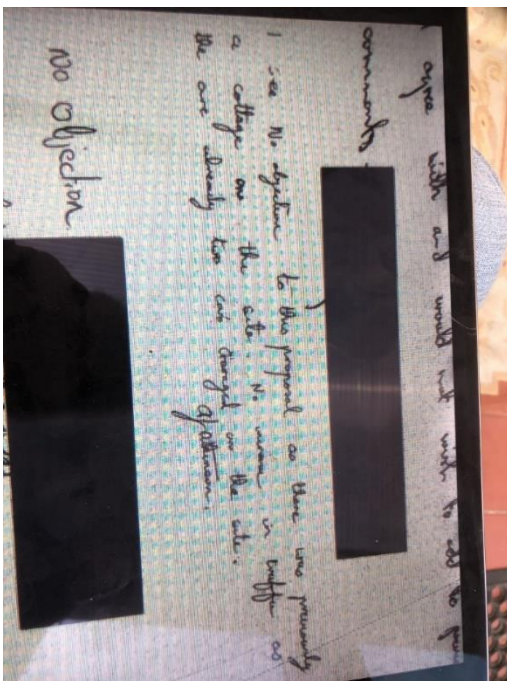


Excerpt fr letter 1

Letter

From Gregory John Bryant

Mon 07/06/2021 08:55



Excerpt fr letter 2

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

From Gregory John Bryant

Mon 07/06/2021 08:51

Dear Nicola ,

Just to reply to this e Mail this statement was by the borough of st Edmundsbury not myself . The grass lane and allotment area are actually maintained by myself neighbours and fellow allotment holders not the parish council confirmed by allotment holders of 50 years and more . I have documented evidence by stanningfield parish council in 1988 that 2 vehicles were being garaged on the site at west view . Also I have a legal right of way registered in my deeds and land registry for vehicular access over footpath no 7 . I would request as to why it is necessary to receive permission from mr Mears and mr staff to have access to my garages my first request is some 66 days ago . Kind regards Gregory

Thu 24/06/2021 08:18

To: Gregory John Bryant

Dear Mr Bryant,

Thank you for your email.

Please be aware the Parish Council does not formally record the proceedings of its meetings. Further, the Council's standing orders require any Councillor or resident in the Parish who attends a meeting must give prior notice that he or she intends to make a recording of all or specific sections of the agenda. However, with the knowledge of the Chairman, I do on occasion use my mobile telephone to make a recording on some topics simply as an aide memoire when I come to draft the minutes for the approval of the Chairman. Once agreed, the minutes are then attached to the agenda for the next meeting, and all Councillors are asked whether they wish to make any amendments or make additions before the Chairman signs off the minutes as being a true and accurate record.

On this occasion, the recording only covered part of the meeting because the phone battery ran out, and, sadly, the quality is not good. The free app that was used does not appear to allow download.

In the interests of transparency, the PC will make this recording available for the general public to hear at the next Parish Council meeting on the 9th August 2021.

The Chairman, Vice Chairman and I believe the salient points to be as follows:

1. The Parish Council (herein after referred to as the PC), contends that when the Borough stated it has "no interest" it meant that, as it does not own the land, it does not automatically comment, as it would rely on the PC to raise any issue which it could not itself resolve; or where it thought a proposed or implemented activity would, or was likely to cause a public nuisance.
2. Although the PC cannot currently prove it owns the land (herein after referred to as (it or the ownerless land), has always encouraged the residents abutting it as well as the allotment holders to keep it tidy so as to keep it safe for all users. On occasion, the PC has also used its resources, both physical and financial, to ensure it is accessible, and in a condition which permits full and safe access without causing inconvenience to both the neighbouring residents and other users. The residents have always recognised the PC has responsibility for this ownerless land and have not disputed any action the PC has taken in the past to ensure the best interests of the village have been maintained.
3. You are no doubt aware that in 1988 the Borough Council refused permission for vehicular access over the ownerless land on the grounds that the construction of a house and garage would be detrimental to the adjoining properties, as due to the restricted size of it there would be a loss of amenities and outlook. You state you have a legal right of way for vehicular access over what the PC believes is a protected footpath, but which you refer to as footpath 7. As there is a difference of opinion as to the status of this path, the PC would be grateful if you would provide a copy of the document containing this permission, as clearly it would save time and money, and would clearly affect the outcome of any formal application you may wish to make relating to vehicular access.
4. As advised in the meeting the PC has appointed solicitors to trace ownership of the ownerless land, and in the event they are unsuccessful, to apply for adverse possession of it. The PC has taken this action as it wishes to make clear it has lawful responsibility to ensure any activity on or over it does not create a nuisance for any resident in the village.
5. As stated at the meeting, you should in no way regard the PC's action as personal, but rather an attempt to ensure the PC can continue to act as a good custodian of the PC's assets for the benefit of both the current and future generations.

Kind regards

Nicola Glading CILCA

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- 'Notice to Complete' means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer.
- "Ofcom" means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
- "Planning Acts" means any relevant planning legislation in force at the date of this agreement, including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
- 'Price' means the price for the Goods excluding any carriage, packing and insurance.
- 'Seller' means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
- 'Universal Service Obligation' means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

2 Conditions applicable

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.4 Where appropriate this agreement is entered into following written confirmation from the Buyer that an application for planning consent has been submitted for the Purpose.

3 Agreement, price and payment

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

4. Decommissioning, delivery and acceptance

- 4.1 The Seller shall serve the Notice to Complete on the Buyer on or before the completion of the Decommissioning works in respect of the Goods
- 4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.
- 4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.
- 4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.
- 4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or otherwise related to the Goods.
- 4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

5 Post acceptance obligations

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
- 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
- 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
- 5.1.3 The Planning Acts.
- 5.1.4 Any planning consents relating to the Goods so far as they remain applicable.
- 5.1.5 Where the Buyer is a Registered Charity or Charitable Organisation, the Seller retains the right to re-claim ownership of the Goods if the Buyer loses its charitable status.
- 5.1.6 If planning for the Purpose is not granted within 12 months of the date of this agreement, the Buyer and Seller shall agree an extension of time of no more than 12 months to enable the Buyer to prepare and submit an appeal to the Department of Environment. In the event that the planning approval is not granted following submission of an appeal, or the expiry of time allowed to make an appeal without an appeal being made, then the Buyer shall at its own cost and expense:

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- (i) In the case of listed Goods:
 - a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
 - b. Apply to de-list the Goods

- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.

5.3 (a) Without affecting clause 6.3, the Buyer acknowledges that the kiosk may have a Class I light fitting and fuse spur(s) which do not meet current IP (ingress protection) rating requirements of BS7671 regulations for exterior electrical fittings. The Buyer accepts any health and safety risk with their ongoing use. The Buyer waives any claim against the Seller in respect of such matters. The Buyer also acknowledges that an upgrade to the light fitting and fuse spur(s) may be required which will be the sole responsibility of the Buyer. The Buyer may want to obtain an assessment from a qualified electrician.

(b) The Buyer agrees that the Goods are not intended to be used in any way by any person in the course of or in relation to their work. However, it agrees that, should a person at work do anything in relation to the Goods, it will take steps sufficient to ensure, so far as is reasonably practicable, that the Goods will be safe and without risks to health at all such times when it is being set, used, cleaned or maintained or otherwise interacted with by a person at work. In particular, the Buyer will ensure:

- (i) that the light is upgraded to a luminaire meeting Class 2 with IP rating of IP54 (or better).
- (ii) that the electrical supply housing is upgraded by replacing the spur units with IP66 type (or better).

The Buyer will employ an NICEIC registered electrician to review the installation, for the use it intends for the adopted kiosk, and carry out any required works in accordance with the then applicable regulations and standards.

The Buyer shall employ an NICEIC registered electrician to review the Goods for the use the Buyer intends, and for any required works. In addition, the Buyer will employ an NICEIC registered electrician for regular inspection and testing.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- 5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.
- 5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.
- 5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.
- 5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.
- The Defibrillator Cabinet must be:
- (a) Class 2 IP rating 54;
 - (b) Compliant to BS7671-416/417 in its construction;
 - (c) Manufactured by a ISO 9001/2 certified manufacturer;
 - (d) Protected by an RCD
- 5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- 5.6 From acceptance of the Goods the Buyer shall:
- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller payphone and are not connected to the Seller's electronic communications network.
 - 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
 - 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
 - 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
 - 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
 - 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
 - 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.5, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.5 without the express written agreement of the Seller.

6 Warranties and liability

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

7 Title and risk

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

8 Limitation of Liability

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

9 Intellectual property

No assignment or licensing of any IP Right is granted or made under this agreement.

10 General

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.

SCHEDULE

THE GOODS – Specification and Description

01284 386324 (LISTED K6 KIOSK)

THE STREET

BRADFIELD COMBUST

BURY ST EDMUNDS

IP30 0LP

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

Signed by [] for and on behalf of

BRITISH TELECOMMUNICATIONS plc

Signature

.....

Position (director/company secretary/manager/attorney/agent).

If signing as agent or under a power of attorney, please attach a copy of the document giving authority.

.....

Signed by [] for and on behalf of

BRADFIELD COMBUST WITH STANNINGFIELD PARISH COUNCIL

Signature

.....

Position (director/company secretary/manager/attorney/agent).

If signing as agent or under a power of attorney, please attach a copy of the document giving authority.

Appendix 3

Subject: Bridleway 3 - Bradfield Combust

Msge from resident 12th July 2021 Dear Sir/Madam,

I was told this would be the best contact email address to discuss the cutting of the bridle path between Bradfield Combust and Stanningfield.

You can see the reply below from the council.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

What I don't understand is why 2/3rds of the bridle path is cut, but the last 1/3 on the Bradfield Combust side isn't part of the same plan.

This pathway is the only link between the two villages and it makes it difficult to make that journey when one part is left. When walking the dog it's pretty impossible to pass without getting completely soaked when wet.

Please reconsider adding this to the cutting plan if possible.

Msge from SCC (undated) Dear Sir,

Thank you for contacting us regarding grass cutting on Bradfield Combust Bridleway 3, reported under reference number 325723.

We can now provide you with the following update:

This route does not form part of our cutting schedule at the moment. With over 10,000 rights of way in Suffolk covering over 5,500km we do not have the resources to cut everything. We have undergone a full consultation with Parish Councils across all of Suffolk on their priorities.

(message ends here)

Reply from clerk 14th July 2021 Thank you for your email.

I will place your question on the next parish council agenda in August, I don't have the authority to alter the routine cuts paid for by the council

Regards Nicola Glading Clerk to Bradfield Combust with Stanningfield Parish Council

Appendix 4

BC&S Accounts Payable September 2021				
<u>Payee</u>	<u>Item</u>	<u>Amount</u>	<u>-</u>	<u>VAT</u>
N Glading	Salary June 2021	£254.64		
N Glading	Salary July 2021	£254.64		
N Glading	Salary August 2021	£254.64		
N Glading	Office Expenses July Aug Sept	£78.00		
N Glading	Printing ink reimbursement	£41.80		£6.97
A Tucker	Reimbursement wreaths x2	£48.50		
Tops Services	3 cuts July 2021	£324.00		£54.00
Top Services	2 cuts August 2021	£216.00		£36.00
Re-imburse Cllr Mears	Various see attached as below	£477.38		
Stuart Bradnum	Tree work	£396.00		£66.00

Bradfield Combust with Stanningfield Parish Council

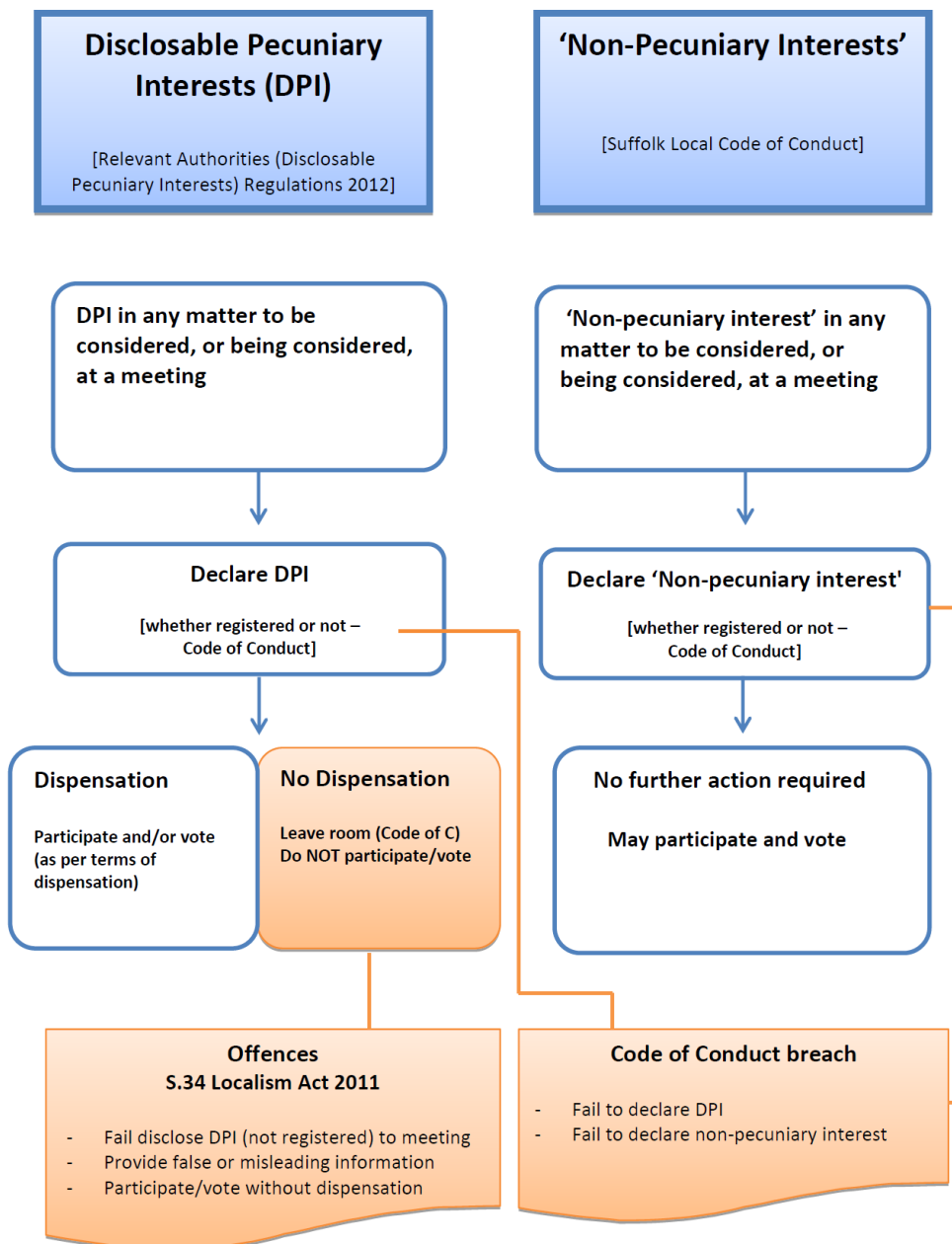
Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

Appendix 5



Councillor Interests at Meetings



Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

Disclosable Pecuniary Interests – Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012

Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners.
Sponsorship	Any payment or provision of any other financial benefit (other than from the Council) made to the member during the 12 month period ending on the latest date referred to in paragraph 6 above for expenses incurred by him/her in carrying out his/her duties as a member, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the member or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the Council – (a) under which goods or services are to be provided or works are to be executed; and (b) which has not been fully discharged.
Land	Any beneficial interest in land held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partner which is within the area of the Council. ‘Land’ excludes an easement, servitude, interest or right in or over land which does not give the member or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.
Licences	Any licence (alone or jointly with others) held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners to occupy land in the area of the Council for a month or longer.
Corporate tenancies	Any tenancy where (to the member’s knowledge)— (a) the landlord is the Council; and (b) the tenant is a body that the member, or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners is a partner of or a director* of or has a beneficial interest in the securities* of.
Securities	Any beneficial interest held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners in securities* of a body where— (a) that body (to the member’s knowledge) has a place of business or land in the area of the Council; and (b) either— (i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or (ii) if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the member, or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

*‘Director’ includes a member of the committee of management of an industrial and provident society.

**‘Securities’ means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.

Non-Pecuniary Interests – Suffolk Local Code of Conduct

An interest which relates to or is likely to affect:

- (i) any body of which the member is in a position of general control or management and to which he/she is appointed or nominated by the Council;
- (ii) any body—
 - (a) exercising functions of a public nature;
 - (b) directed to charitable purposes; or
 - (c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union)
 of which you are a member or in a position of general control or management;
- (iii) any person from whom you have received a gift or hospitality with an estimated value of at least £25.

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com

Appendix 6



Acorn Air Conditioning & Refrigeration Ltd
Maiden Hall, Felsham, Bury St Edmunds,
Suffolk, IP30 0QN
T: 07792 284115
E: info@acornref.co.uk
www.acornref.co.uk

Mr David Staff
Stanningfield Village Hall Committee
Stanningfield Village Hall
Church Road
Stanningfield
Bury St Edmunds
Suffolk
IP29 4RE

10 September 2021

Air Conditioning Estimate

Dear David

Thank you for meeting with me and for asking us to provide you with a price for air conditioning. We have broken the estimate down into areas for you.

We will require a second site visit with an engineer in order to confirm the estimate as now that we have specified the equipment, we just need to check the wall space available for the internal units, especially for the main hall as they are quite large units and we need to ensure we can fit them adequately, whilst allowing sufficient air flow to the top of the system.

Specification

The new systems will provide cooling and heating to the required areas. The systems will all require an outdoor 230v power supply. The details of the power supplies and fuse ratings are shown below or in the specification sheets accompanying your brochure. **Our quotation excludes the cost of the electrical supply to each system unless quoted for separately at your request.**

All prices assume that a gravity drain can be achieved, we have not allowed for any pumps. It assumed we will install the outdoor units on feet or brackets and as discussed on our site visit. We note that should you wish to go ahead you are happy to supply concrete pads/level base for the units at the front of the building. The kitchen outdoor unit would be installed on a bracket as we discussed and would not need a base. If you went ahead, we would advise you on location and size of the base. We have selected the unit locations so as to minimise pipe runs, which will keep costs down and maximise the efficiency of the systems.

The attached PDF details the indoor models, shows you what the indoor units will look like and provides technical detail. Your certificate for Enhanced Capital Allowance, where applicable is also included.

All external pipework will be covered in black trunking as discussed.

Acorn Air Conditioning & Refrigeration Limited
Registered in England & Wales No. 6990560 • Company VAT No. 940 9714 10
Registered Office: Gascoyne House, Moseley's Farm Business Centre, Fornham All Saints, Bury St Edmunds, Suffolk IP28 6JY

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com



Acorn Air Conditioning & Refrigeration Lt
Maiden Hall, Felsham, Bury St Edmund
Suffolk, IP30 0Q
T: 07792 28411
E: info@acornref.co.uk
www.acornref.co.uk

Main Hall

Supply and installation of 2x Daikin Sy Air 10kw wall mounted systems
FAA100A/RZASG100MV1 both running from one hard wired Madoka controller (no Wifi as standard but adapters can be purchased separately)

Power supply: outdoor 1 Phase 25 Amp (*per system*) maximum recommended fuse size
Indoor unit dimensions HxWxD: 295 – 998 – 292mm
Outdoor unit dimensions HxWxD: 734 – 870 – 373mm
Refrigerant R32

Energy Rating cooling/heating: A*/A

Cost: £4,839.91+VAT

Kitchen

Supply and installation of 1x Daikin standard 2.5kw wall mounted system with infra-red controller and WIFI adapter as standard FTXM25/RXM25R

Power supply: outdoor 1 Phase 13 Amp (*per system*) maximum recommended fuse size
Indoor unit dimensions HxWxD: 295 – 778 – 295mm
Outdoor unit dimensions HxWxD: 550 – 765 – 285mm
Refrigerant R32

Energy Rating cooling/heating: A***/A***

Cost: £1,078.49+VAT

Entrance Area

Supply and installation of 1x Daikin standard 2.5kw wall mounted system with infra-red controller and WIFI adapter as standard FTXM25/RXM25R

Power supply: outdoor 1 Phase 13 Amp (*per system*) maximum recommended fuse size
Indoor unit dimensions HxWxD: 295 – 778 – 295mm
Outdoor unit dimensions HxWxD: 550 – 765 – 285mm
Refrigerant R32

Energy Rating cooling/heating: A***/A***

Cost: £1,108.49+VAT

Terms and Condition Including Notes

The quoted price **excludes disposal of any old units and the provisions for mains power**, unless quoted for at your request as above. The quoted price excludes any major building work and is also subject to our standard terms and conditions, a copy of which is attached. This quotation is valid for 30 days from the date of this letter. However, we cannot guarantee prices within 30 days where the effects of Brexit/COVID19 forces cost increases outside of our control e.g. import levies.

***50% Deposit due prior to the commencement of works.**

****Excludes any lifting or access equipment that may be required.**

*****Excludes electrical supplies to each system.**

******Excludes any plasterboard or making good decorations.**

*******Excludes provision of concrete bases for outdoor units if required.**

Bradfield Combust with Stanningfield Parish Council

Nicola Glading, Parish clerk, 6, Albert Rolph Drive Lakenheath, Suffolk IP27 9DA

Tel: 01842 337488 Email: BradfieldCombustwithStanningfieldpc@outlook.com



Acorn Air Conditioning & Refrigeration Ltd
Maiden Hall, Felsham, Bury St Edmunds,
Suffolk, IP30 0QN
T: 07792 284115
E: info@acornref.co.uk
www.acornref.co.uk

Warranty for new systems

A seven year parts warranty applies for all Daikin systems and a twelve months labour warranty applies. The parts warranty is subject to an annual service being undertaken by Acorn Air Conditioning & Refrigeration Ltd. We are able to achieve a seven year parts warranty on Panasonic systems too.

Should any engineer other than that of Acorn Air Conditioning & Refrigeration Ltd undertake works to the systems which result in damage or breakdown of the equipment, this warranty will be invalidated. Acorn cannot accept any liability for or guarantee the performance of the equipment, which is due to the variable site conditions which are outside of Acorn's control. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

Should you have any queries at all, please do not hesitate to contact us. In the meantime, we look forward to hearing from you in due course.

Yours sincerely

A handwritten signature in black ink, appearing to read "Hayley Nunn". The signature is fluid and cursive.

Hayley Nunn

