



# UCKFIELD TOWN COUNCIL

Council Offices, Civic Centre  
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**Town Clerk – Holly Goring**

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A Meeting of the **Environment and Leisure Committee** to be held on  
**Monday 3<sup>rd</sup> September 2018 at 7.00pm**

in

**The Council Chamber, Civic Centre**

## **AGENDA**

### **1.0. DECLARATIONS OF INTEREST**

Members and Officers are reminded to make any declarations of personal and/or prejudicial interests that they may have in relation to items on this Agenda. Should any Member consider that they require a dispensation in relation to any prejudicial interest that they may have, they are asked to make a written application to the Clerk well in advance of the meeting.

Notice should be given at this part of the meeting of any intended declaration. The nature of the interest should then be declared later at the commencement of the item or when the interest becomes apparent.

### **2.0. STATEMENTS FROM MEMBERS OF THE PUBLIC ON MATTERS ON THE AGENDA AT THE CHAIRMAN'S DISCRETION**

### **3.0. APOLOGIES FOR ABSENCE**

### **4.0. MINUTES**

- 4.1. Minutes of the meeting of the Environment and Leisure Committee held on 23<sup>rd</sup> July 2018
- 4.2. Action list – For information only  
(Attached)
- 4.3. Project Monitoring List – For information only  
(Attached)

### **5.0. FINANCE**

- 5.1. To note bills paid
- 5.2. To note the first income and expenditure report for 2018/19  
(Attached)
- 5.3. To start considering new initiatives for the draft budget 2019/20  
(Attached)

## **6.0. ADMINISTRATION**

None.

## **7.0. ENVIRONMENT**

- 7.1. Update on Biodegradable Dog Bag Dispenser Scheme  
(Attached)
- 7.2. To consider a request regarding road safety wheelie bin stickers  
(Attached)

## **8.0. LEISURE**

None.

## **9.0. REPORTS FROM WORKING GROUPS**

- 9.1. Road Safety  
(nothing to report)
- 9.2. Speed Indication Device (SID)  
(Attached)
- 9.3. Battles Over – A Nation's Tribute  
(Attached)

## **10.0. REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS**

- 10.1. Uckfield Railway Line Parishes  
(nothing to report)
- 10.2. West Park LNR and Hempstead Meadows LNR – Supporters Group  
(nothing to report)
- 10.3. Uckfield and District Twinning Association  
(nothing to report)
- 10.4. Age Concern  
(nothing to report)
- 10.5. Luxford Centre Management Committee  
(Attached)
- 10.6. Active Uckfield Group  
(Attached)
- 10.7. Wealden Bus Alliance  
(nothing to report)

## **11.0 CHAIRMANS ANNOUNCEMENTS**

**12.0 CONFIDENTIAL BUSINESS**

To consider whether to **RESOLVE** to exclude the press and public (pursuant to the Public Bodies (Admission to Meetings) Act 1960) during consideration of the following confidential business to be conducted: -

- 12.1 To consider a report on the Civic Centre's Events and Marketing programmes  
(Attached)



**Town Clerk**  
28<sup>th</sup> August 2018

## UCKFIELD TOWN COUNCIL

### ACTION LIST - FOR INFORMATION ONLY

#### Environment and Leisure Committee

Please note no resolutions can be made from the action list and is for information only.

Resolution No.	Details	Date Raised	Action By	Date Complete
	<u>Sports Working Group</u> Members suggested that more prominent signage to the Pleasure Ground be considered after completion of the development.	25.11.13	CAW	Ongoing  Passed to Active Uckfield
<b><u>EL.042.03.16</u></b>	<u>West Park LNR and Hempstead Meadows LNR</u> It was <b>RESOLVED</b> to accept the following recommendations: Authorise the preparation of appropriate implementation plans and programme of events at minimal costs which are to be submitted. It was further hoped that the launch of these groups would include “Uckfield – the Future” group.	29.03.16	CAW	
<b><u>EL.24.07.16</u></b>	<u>West Park LNR and Hempstead Meadows LNR – Supporters Group</u> Members noted the supporters group report and <b>RESOLVED</b> to agree: b) that after the planned AGM meetings the £1,600 donated to HMLR held by the council in earmarked reserves be transferred to the accounts of the new supporters group.	11.07.16	CAW	
<b><u>EL.28.09.16</u></b>	<u>To consider revised byelaws for the Town Council’s Local Nature Reserves (LNRs)</u> Members reviewed the amendments to the byelaws which still require Natural England and DEFRA’s approval. It was <b>RESOLVED</b> to accept the revised byelaws.	05.09.16	CAW	DEFRA responded to DRAFT byelaws 17.5.18 – A further process to be completed.

Resolution No.	Details	Date Raised	Action By	Date Complete
<b><u>EL.44.12.16</u></b>	<p><u>Battle's Over – A Nation's Tribute and WWI Beacons of Light 11<sup>th</sup> November 2018</u></p> <p>It was <b>RESOLVED</b> to note the report and agreed that the Town Council would take part in the lighting of a beacon. A working group consisting of Cllrs. D. Ward, H. Firth and M. Dean would be set up. Further volunteers to sit on the Working Group are to be asked via the Members Briefing. Finances for this event are to be budgeted for in the 2018/19 budgets.</p>	19.12.16	CAW	<p>Cllr. Bennett also wished to be included on the Working Group.</p> <p>New Guidelines sent to Working Group 18<sup>th</sup> October 2017. £1000 placed in 2017/2018 budget. Update to be reported to meeting of Environment &amp; Leisure Committee on 3<sup>rd</sup> September 2018.</p>
	<p><u>Harlands Farm Pond</u></p> <p>The Ranger is to be asked for ideas to captivate children's interest whilst at the pond.</p>	18.4.17	CAW	<p>Passed to Ranger 19.4.17</p> <p>Nothing planned at this moment in time</p>
	<p>Harlands Farm Pond, VCT and Sussex Wildlife Trust are to be contacted to establish if they can assist with ideas etc. regarding children involvement in the pond.</p>	30.4.18	CAW	<p>Email sent but no response.</p>
<b><u>EL 83.10.17</u></b>	<p><u>Biodegradable Dog Bag Dispenser Scheme</u></p> <p>It was <b>RESOLVED</b> to agree to the bio dog bag dispenser scheme at no cost to the Town Council and subject to legal advice on the terms and conditions.</p>	02.10.17	CAW	<p>Response received from Solicitors. Further information requested from dispenser company. Meeting arranged for June to meet company to discuss further. Outcome, waiting for update on advertising.</p>
<b><u>EL 85.10.17</u></b>	<p><u>Request to rent allotment land to the rear of 155 Framfield Road</u></p> <p>Following further discussion, it was <b>RESOLVED</b> that the new owner be asked to remove the fence back to their boundary in accordance with clause 4 of the license agreement. A license agreement could then be granted for the use of the land for garden use only, to grown vegetables etc, and that this land remains unfenced at all times.</p>	02.10.17	CAW	<p>Issues regarding land, referred to Solicitors – ongoing.</p> <p>29.1.18 Land issue resolved waiting for resident to move shed and fence. Still with Solicitors.</p>

Resolution No.	Details	Date Raised	Action By	Date Complete
	<p><u>West Park LNR and Hempstead Meadows LNR – Supporters Group</u>  Cllr. French advised that she had been unable to attend the meeting but hoped that the committee would agree to accept the copy of the Minutes previously circulated.  <b>Item 5 Ranger</b> – Members raised concerns regarding the statement from the Ranger regarding problems with the Boardwalk and that it would need to be replaced. Members asked for clarification from the Ranger on a time scale for its replacement, on receipt of the information a request is to be submitted to the General Purposes Committee to provide a budget.</p>	26.3.18	GP	Ranger asked to prepare a report. Report to be prepared in time for budget setting meetings.
<b><u>EL.006.06.18</u></b>	<p><u>Proposed licence between the League of Friends of Uckfield Community Hospital and Uckfield Town Council</u>  Members discussed a previously circulated report and discussed the various issues regarding the right of way over the hospital road.  It was <b>RESOLVED</b> to approve the Licence subject to the addition of the words  “and their successors in title” under item 7.</p>	11.6.18	CAW	<p>Friends advised, Licence to be signed at Full Council.</p> <p>The licence agreement was signed by Full Council on 30<sup>th</sup> July 2018.</p> <p><b>NFA.</b></p>
<b><u>EL.011.07.18</u></b>	<p><u>Road Safety Working Group</u>  - A date of 19<sup>th</sup> June 2019 be agreed to hold Road Safety Day 2019, subject to participants and funding;  -For GP Committee to be requested to consider including adequate funds (2018 budget +3%) for the day in the preparation of next year’s budget;  -Agree to establish working group for 2019;  -Member to be tasked with obtaining confirmation of continued support of current participants for 2019;  -Member to be tasked to inform likely attendee schools/participants of the provisional date for 2019.</p>	23.07.18	Working Group/ GP	Work will commence in the new school year.

**UCKFIELD TOWN COUNCIL  
PROJECT MONITORING FORM**

<b>Project Name</b>	<b>Olives Meadow Street Light Upgrade</b>		<b>Project Number</b>	<b>43</b>
<b>Resolution Number</b>	<b>Funds</b>	<b>Date</b>	<b>Commentary</b>	
<u><b>FC.25.01.16</b></u>	£17,100		Agreed as part of E&L budgets under new initiatives	
		August 2016	ESCC to confirm cost of design and commuted sum Street Lighting Team to organise surveys and inspections then set commuted sum. Chased September and October	
		20.10.16	ESCC confirmed £850 +VAT for site survey and lighting design	
		01.11.16	Purchase order sent to ESCC for design and survey	
Project Cost	£16,650		ESCC has confirmed cost of lights £16,650 plus a commuted sum of £6,032 Consultation with residents complete – ESCC been instructed to proceed. Still some issues regarding a street light and connections. Still no completion date for the project. Lights installed and working waiting for final report from ESCC.	

**UCKFIELD TOWN COUNCIL  
PROJECT MONITORING FORM**

<b>Committee</b>	<b>Environment &amp; Leisure</b>		
<b>Project Name</b>	<b>3 x Adult Sets Goal Posts</b>		<b>Project Number</b>
			<b>45</b>
<b>Resolution Number</b>	<b>Funds</b>	<b>Date</b>	<b>Commentary</b>
<u><b>FC86.01.18</b></u>	£2,000	24.08.18	Goal posts were purchased at £2,114.00 (inclusive of delivery), and were delivered to site on 22 August 2018. Grounds staff have installed the new goal posts ready for new season. <b>Project Complete.</b>

<b>Committee</b>	<b>Environment &amp; Leisure</b>		
<b>Project Name</b>	<b>New Cricket Mower</b>		<b>Project Number</b>
			<b>46</b>
<b>Resolution Number</b>	<b>Funds</b>	<b>Date</b>	<b>Commentary</b>
<u><b>FC.86.01.18</b></u>	£3,000		2 Year Project

<b>Committee</b>	<b>Environment &amp; Leisure</b>		
<b>Project Name</b>	<b>Battles Over - A Nations Tribute</b>		<b>Project Number</b>
			<b>48</b>
<b>Resolution Number</b>	<b>Funds</b>	<b>Date</b>	<b>Commentary</b>
<u><b>FC.86.01.18</b></u>	£1,000		Awaiting update from the Working Group.



Environment Leisure Financial Forecast as at 31st July 2018

	Apr 18 Actuals £	May 18 Actuals £	Jun 18 Actuals £	Jul 18 Actuals £	Actuals to Date	Budget To Date	Aug 18 Budget £	Sep 18 Budget £	Oct 18 Budget £	Nov 18 Budget £	Dec 18 Budget £	Jan 19 Budget £	Feb 19 Budget £	Mar 19 Budget £	Total £	2018/2019 Budgets
<b>Sales</b>																
Weald Hall Events	557	328	640	149	1,674	1,674	826	3,500	3,500	1,500	20,000	2,000	4,000	5,000	42,000	42,000
Allotments	18	(3)	50	(12)	53	95	35	0	5,070	0	0	0	0	0	5,158	5,200
Allotment Deposit	(50)	50	150	50	200	200	0	300	0	0	0	0	0	0	500	500
Playing Fields & Pitches, Sport Income	387	62	2,448	9	2,906	2,950	0	0	0	0	5,050	0	0	0	7,956	8,000
Playing Fields & Pitches, Event Income	0	687	1	175	863	1,065	3,510	0	0	0	0	0	0	25	4,398	4,600
WDC - West Park Culverts Agreement	350	0	0	0	350	350	0	0	0	0	0	0	0	0	350	350
Cemetery - Interments	4,839	0	6,074	1,436	12,349	7,746	1,938	1,938	1,938	1,938	1,938	1,938	1,938	1,938	27,853	23,250
Cemetery - Memorials	866	153	358	1,181	2,558	1,600	400	400	400	400	400	400	400	400	5,758	4,800
Cemetery - Sundry income	0	0	82	0	82	83	143	0	0	112	0	0	0	112	449	450
Cemetery Maintenance Charge	658	0	282	188	1,128	1,164	292	292	292	292	292	292	292	292	3,464	3,500
Env. Sundry Income	0	83	0	0	83	85	0	0	15	0	0	0	0	0	98	100
Litter/bus station	0	0	324	0	324	320	0	320	0	0	320	0	0	320	1,284	1,280
Roundabout income	436	0	0	0	436	450	0	0	0	0	0	0	0	0	436	450
<b>Total Sales</b>	<b>8,061</b>	<b>1,360</b>	<b>10,409</b>	<b>3,176</b>	<b>23,006</b>	<b>17,782</b>	<b>7,144</b>	<b>6,750</b>	<b>11,215</b>	<b>4,242</b>	<b>28,000</b>	<b>4,630</b>	<b>6,630</b>	<b>8,087</b>	<b>99,704</b>	<b>94,480</b>
<b>Purchases</b>																
Clothing - Corp/Prot, Outdoor staff	56	0	49	116	221	226	0	0	237	0	0	0	0	237	695	700
Weald on the Field & Revival	790	449	1,269	2,924	5,432	2,910	90	0	0	0	0	0	0	0	5,522	3,000
Street Lights, Supply & Maintenance	50	0	0	0	50	0	0	0	0	0	0	0	9,000	0	9,050	9,000
Street Light Repairs	0	0	0	0	0	0	0	0	0	0	0	0	3,200	0	3,200	3,200
Bus Shelters	0	0	0	0	0	0	0	0	0	0	0	0	60	0	60	60
Allotments	347	0	175	0	522	678	169	169	169	169	169	169	169	169	1,874	2,030
Playing Fields and Pitches	(18)	619	19,250	(7,971)	11,880	14,020	0	0	0	280	0	1,800	0	2,900	16,860	19,000
Play Areas	73	242	743	2	1,060	1,059	0	1,000	0	541	0	0	0	0	2,601	2,600
Cemetery, rates	115	110	110	110	445	428	107	107	192	107	107	192	0	0	1,257	1,240
Grave digging	1,600	0	960	0	2,560	2,560	0	839	0	839	0	837	0	0	5,075	5,075
Cemetery, litter	130	130	130	130	520	418	104	104	104	104	104	104	104	104	1,352	1,250
Cemetery Maintenance	0	0	377	0	377	200	0	0	0	0	0	0	0	0	377	200
General Equipment Repairs	0	49	236	0	285	299	201	0	500	0	0	0	0	1,000	1,986	2,000
New Equipment	0	34	100	12	146	135	0	0	0	0	0	0	1,865	0	2,011	2,000
Grounds Maintenance Contract	1,851	1,851	1,851	1,851	7,404	8,000	2,000	2,000	2,000	2,000	0	0	0	0	15,404	16,000
Grounds Maintenance general	36	331	316	76	759	767	625	119	119	119	119	119	119	119	2,217	2,225
Hire of Equipment	0	0	100	0	100	100	0	0	0	0	0	0	0	0	100	100
LNRS & Sites of Interest - Ranger	2,171	2,379	2,277	2,277	9,104	9,084	2,272	2,272	2,272	2,272	2,272	2,272	2,272	2,272	27,280	27,260
LNRS & Sites of Interest - Working budget	0	95	432	94	621	556	290	290	450	290	450	442	442	290	3,565	3,500
Transit	0	0	295	81	376	390	226	226	226	226	226	226	226	228	2,186	2,200
Ford Ranger	60	86	64	62	272	736	183	183	183	183	183	183	183	183	1,736	2,200
Tractor maintenance & running costs	48	0	47	0	95	150	50	800	0	100	0	400	0	500	1,945	2,000
Movano Vehicle	78	84	85	79	326	736	183	183	183	183	183	183	183	183	1,790	2,200
Fencing	524	97	0	56	677	625	0	0	375	0	0	0	0	0	1,052	1,000
Trees	0	0	0	0	0	0	0	0	2,000	0	0	0	2,500	0	4,500	4,500
Graffiti Removal	0	0	0	0	0	0	0	0	0	0	0	0	0	100	100	100
Litter Bins	0	0	0	0	0	0	0	0	0	0	550	0	0	0	550	550
Litter Collection, Open spaces	284	506	363	337	1,490	1,318	329	329	329	329	329	329	329	329	4,122	3,950
Horticulture	0	0	0	0	0	0	150	0	0	0	0	150	0	0	300	300
Weald Hall Events	2,554	369	2,000	156	5,079	5,079	171	2,500	2,500	500	11,250	500	2,000	2,500	27,000	27,000
Corp Dev - Signage outside areas	0	0	0	0	0	0	0	0	0	0	0	0	0	250	250	250
Roundabouts exp	0	24	0	0	24	24	0	0	76	0	0	0	0	0	100	100
Groundsmen - Salaries	5,164	7,280	6,150	6,691	25,285	26,897	6,723	6,723	6,723	6,723	6,723	6,723	6,723	6,723	79,069	80,681
Groundsmen - National Insurance	431	618	458	458	1,965	2,292	572	572	572	572	572	572	572	572	6,541	6,868
Groundsmen - Pension	1,096	1,197	1,152	1,152	4,597	5,943	1,486	1,486	1,486	1,486	1,486	1,486	1,486	1,486	16,485	17,831
Town Security/CCTV	56	63	2,422	55	2,596	2,625	56	45	45	45	45	45	45	49	2,971	3,000
Road Safety Week	0	0	202	151	353	420	1,180	0	0	0	0	0	0	0	1,533	1,600
Floral Displays	0	1,320	612	442	2,374	2,390	450	450	0	0	0	0	0	710	3,984	4,000
Repair & Replacement street furniture	0	0	0	0	0	0	0	0	0	2,000	0	0	0	0	2,000	2,000
Cleaning Materials	0	46	0	0	46	46	20	0	0	34	0	0	0	0	100	100
Civic Hospitality	0	0	0	0	0	0	0	0	0	0	0	0	0	200	200	200
Performing Rights	0	0	0	0	0	0	0	0	0	0	0	0	0	2,000	2,000	2,000
Event Advertising Marketing	66	800	120	55	1,041	1,042	150	300	300	500	700	400	350	258	3,999	4,000
<b>Total Purchases</b>	<b>17,562</b>	<b>18,779</b>	<b>42,345</b>	<b>9,396</b>	<b>88,082</b>	<b>92,153</b>	<b>17,787</b>	<b>20,697</b>	<b>21,041</b>	<b>19,602</b>	<b>25,468</b>	<b>17,132</b>	<b>31,828</b>	<b>23,362</b>	<b>264,999</b>	<b>269,070</b>

Environment Leisure Financial Forecast as at 31st July 2018

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<b>New Initiatives</b>																
HMLNR & WPLNR	0	0	0	0	0	0	0	0	0	500	0	0	0	0	500	500
Adult Goal Posts	0	0	0	0	0	0	2,000	0	0	0	0	0	0	0	2,000	2,000
New Cricket Mower	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	3,000	3,000
Fencing boundary/gate Ridgewood Mill. Green	0	0	1,909	0	1,909	2,300	0	0	0	0	0	0	0	0	1,909	2,300
Battles Over - A Nations Tribute	0	0	0	0	0	0	55	0	0	945	0	0	0	0	1,000	1,000
<b>Total New Initiatives</b>	<b>0</b>	<b>0</b>	<b>1,909</b>	<b>0</b>	<b>1,909</b>	<b>2,300</b>	<b>2,055</b>	<b>0</b>	<b>0</b>	<b>1,445</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,000</b>	<b>8,409</b>	<b>8,800</b>

<b>Non Budget Items</b>																
Weald on the Field Income	1,000	0	0	1,850	0	0	0	0	0	0	0	0	0	0	2,850	0

## **Meeting of the Environment and Leisure Committee**

**Monday 3rd September 2018**

### **Agenda Item 5.3**

#### **TO START CONSIDERING NEW INITIATIVES FOR THE DRAFT BUDGET 2019/20**

##### **1.0 Summary**

1.1 The draft budgets are presented to Full Council in early December for the following financial year, prior to a final decision being taken on the precept and detailed budget papers on 14th January 2019.

1.2 In order to assist staff with exploring the costs associated with new initiatives and the Town Council's priorities, and to give staff adequate time to obtain quotations and estimates, members are asked to consider now, what new initiatives they may wish to deliver in the next financial year and beyond.

##### **2.0 New initiatives**

2.1 At the meeting of Full Council on 30th July 2018, members were advised that in the financial year 2017/18 a total of £14,319.27 was received through Community Infrastructure Levy funding. Community Infrastructure Levy funding requires developers to contribute towards the local area and central government sets stipulations on the use of the funding i.e. for the provision of new infrastructure.

2.2 Whilst discussing the funds received during 2017/18, members noted a couple of initiatives which could benefit from this funding. This included improving Luxford Field play area, to focusing it in the centre of town, to offset some of the additional costs incurred through the installation of the CCTV system, and youth facilities.

2.3 It was therefore thought useful to explore some early ideas for both the use of the Community Infrastructure Levy funding, and to consider priorities for 2019/20 and beyond.

2.4 The remit of Environment and Leisure Committee includes:

- the town council's parks, green open spaces and nature reserves;
- the work carried out by the Grounds staff team;
- play areas and sport/leisure facilities;
- management of the allotments;
- management of the cemetery;
- events and leisure;
- supporting our residents with matters such as community safety, health and wellbeing etc;
- working with partners to enable positive improvements to our infrastructure, including footways, streetlights, etc.

2.5 Members will also recall that earlier in the year, the number of grass verge cuts carried out over the spring and summer months was reduced by East Sussex County Council/East Sussex Highways. Central government grant funding is diminishing and the higher tiers of local government (district or county council) are having to review the way in which services are provided to reduce their expenditure.

Town Councillors may therefore wish to consider the services delivered by the district and county authorities and where the Town Council or another community

organisation may be able to contribute to maintain service levels at the current standard, or consider whether another organisation would be better placed to deliver the service.

- 2.6 The priorities set out in the Town Council's Strategic Plan 2018-23 highlight a number of key initiatives which the Town Council identified as important in the next five years. A copy of the document has been attached in appendix A, and will be updated and refreshed during the budget setting process in the next few months.

### **3.0 Recommendations**

- 3.1 Members are asked to consider the remit of the Environment and Leisure Committee as set out in paragraph 2.4, and to think broadly about the issues currently being raised by Uckfield's residents, and how this Committee can make a positive difference.

- 3.2 Members are asked to:
- (i) note the above report, and;
  - (ii) advise the Clerk of potential new initiatives for officers to explore.

Appendices: Appendix A: Strategic Plan 2018/23

Contact Officer: Christine Wheatley/Holly Goring



# Our Strategic Plan 2018-2023



Uckfield Town Council

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## Uckfield Town Council

The purpose of the Strategic plan is to identify new initiatives and develop a five year plan which describes the steps we will take to deliver these initiatives within the resources available.

The Town Council recently reviewed its five year plan and looked afresh at our vision for the town. Whilst we try to take on board the views of residents, sometimes this can prove difficult especially with the amount of budget cuts being made by local government. However I would like to reassure you that this does not mean that your ideas will be discarded, they are just likely to take a little longer to explore.



Over the next five years the Town Council will continue to do its very best for the town, and work with partner agencies to do so. Councillors work hard to find ways to bring projects to fruition. We hope this Strategic Plan will give you confidence in knowing that our town is being managed to the best of our abilities and within the budget constraints being placed upon us.

				
Cllr James Anderson (North Ward)	Cllr Jeremy Beesley (Ridgewood Ward)	Cllr Duncan Bennett (Deputy Mayor) (New Town Ward)	Cllr Mick Dean (New Town Ward)	Cllr Louise Eastwood (Town Mayor) (North Ward)
				
Cllr Keith Everett (Ridgewood Ward)	Cllr Helen Firth (Central Ward)	Cllr Donna French (North Ward)	Cllr Jackie Love (North Ward)	Cllr Chris Macve (North Ward)
				
Cllr Spike Mayhew (New Town Ward)	Cllr Paul Meakin (Central Ward)	Cllr Ian Smith (Ridgewood Ward)	Cllr Paul Sparks (North Ward)	Cllr Diane Ward (Central Ward)

Uckfield is one of five market towns located within the Wealden District and is located within the heart of the Wealden District. Its facilities serve not only the residents of the town but also the residents of its neighbouring villages.

The attractive setting of Uckfield brings both new residents and visitors to the town. Its location in the heart of Wealden and close proximity to the Ashdown Forest provides plenty of opportunities for leisure and recreation, in addition to the beautiful green open spaces and woodlands located within the town itself.

**15,122 residents**



**Living in just over 6,000 households**



**Younger age profile is greater than District average**

(17.8% aged 0-14 years)  
(2011 census)



**Older age profile is less than District average**

(17.1% aged 65+ years)  
(2011 Census)



**Good level of education**

(81.8% of working age population have qualifications)  
(2011 Census)







**Higher rate of economic activity than the District average**  
(over 80% economically active)



**Wealden has a high percentage of home ownership**  
(78.7% owner occupied)  
(2011 Census)



**Wealden had a lower rate of recorded offences of crime per 1,000 population in 2015/16 than neighbouring districts in East Sussex**



**15.4% of the population have a limiting long term illness**  
(less than District average – 17.5% and County average – 20.3%) (2011 census)

~~**Unemployed**~~

**Low rate of unemployment**  
(rate of claiming Job Seekers Allowance is lower or the same as the Wealden average in three out of four wards)



**High house prices**  
(average house prices reached in the region of £300,000 in 2016 and higher than £300,000 in Ridgewood Ward)

# Turning Challenges into Opportunities

## Challenges

## Opportunities

### Limited infrastructure to support future development

With an increase in the population and plans for further development within the town boundary, it is important for the key agencies to consider where improvements are required in terms of infrastructure – education, health, transport, sewerage capacity, water supply, broadband coverage and mitigation of flood risk.



### Proposals for growth

Plans have been put in place to build a further 1,000 homes in the Ridgewood area of Uckfield Town. This reflects proposals within the Wealden Local Plan for growth and increasing housing stock

### Range of facilities

The town has a substantial range of facilities, with its own independent cinema and leisure centre. High performing schools, free parking, a diverse selection of shops and nearby Ashdown Forest are a big draw for residents and visitors.

### Retaining our highly educated workforce

Uckfield has high levels of educational attainment but with good and improving transport links to Brighton, East Croydon and London mean much of the town's working age population are attracted to work out of the town.



### Central location within South East

Being in the heart of the Wealden District, the town is centrally located within the South East between London and the South Coast. Its close proximity to Gatwick Airport and Newhaven port provides job opportunities and ease of travel.

### Flood risk

The River Uck runs through the middle of the town which could place the town at risk of fluvial flooding. Mitigating measures are in place but the town is also susceptible to surface water run-off in heavy bouts of rain as a result of the undulating landscape of the town



### Our green spaces

Uckfield is fortunate to have two nature reserves, green open spaces and allotments. We need to encourage greater use of these spaces and continue to maintain them to a high standard.

### Addressing traffic congestion

The road network through Uckfield Town and the A22 by-pass are heavily used by traffic. Although recent works in the High Street have improved accessibility for pedestrians and vehicles, there are still a number of pinch points on the corridors to the town, which could benefit from improvements.



### Improvements to transport links

The train station platform has been extended, carriages increased and a new station car park created which will support an increase in rail users in the future. The Council also supports any future opportunities to re-establish the rail line between Lewes and Uckfield and build a new rail link between Uckfield and Brighton via Falmer.

### Limited financial resources

The Town Council along with other tiers of local government (District and County Councils) are being placed under increasing financial pressure. Despite this, the Council still needs to deliver the services for which it has responsibility and consider taking on services devolved from other tiers of local government under financial restraint. This may require the Town Council to be innovative and/or make difficult decisions.



### Partnership working

As with all local authorities, the Town Council is in a strong position to work closely with its partner agencies to retain good quality services for residents. Partnership working can provide good value for money and increase opportunities.

### Asset management

The Town Council has responsibility for a number of assets that could assist in generating higher revenues in the future. It would be prudent for the Town Council to develop an Asset Management Plan now, to effectively prepare for the future.

# Our Vision

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Preserving heritage,  
providing for the future

# Our Mission

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Working with our partner agencies to provide a high standard of service delivery for residents, businesses and visitors to the town.

## Our Corporate Priorities

### People

- Cultural and Related services
- Luxfords and Civic Centre

### Place

- Environmental and Regulatory Services
- Planning and Development Services
- Highways and Transport Services

### Provision

- Central Services

# Our Strategic Priorities - People

In addition to agreeing a set of specific priorities each year, the Town Council has set out a number of medium term aspirations for the town.

## Cultural and related services

By 2023 we will have

- Supported local community and voluntary organisations and sought to assist them with their positive work within the town;
- Replaced or updated at least one playground;
- Explored plans for upgrading and improving the skatepark;
- Explored options for creating further opportunities for residents to enjoy recreational activities (e.g. Parkrun etc);
- Worked with our partner agencies to increase opportunities for residents of all ages to take part in activities which improve their health and wellbeing;
- Organised events which assist in attracting visitors to the town and support local businesses;
- Established a list of special and important dates within the town, taken up opportunities to celebrate the town's history and commemorated this on notable buildings;
- Investigated and sought options for the provision of additional public convenience facilities within the town;
- Retained the traditional red telephone kiosk as a community facility;
- Restored the Cardale monument;
- Explored options for the facilities provided in and the future of Foresters Hall;
- Continued to maintain, improve and protect all of our natural areas to accommodate the demands of future growth of the town; encouraging community involvement;
- Investigated the potential provision of a shelter at Victoria Pleasure Ground subject to a suitable location being found.

## Luxfords and Civic Centre

By 2023 we will have

- Undertaken renovations to the Restaurant area, to provide a modern and contemporary space that meets the needs of a variety of customers;
- Developed a marketing plan to assist with the re-launch and branding of the restaurant and on-going communication;
- Made improvements to air conditioning within the Civic Centre building;
- Made improvements to the Civic Centre website and social media accounts;
- Explored the implementation and costs of developing a new booking system for the Civic Centre and associated digital processes for booking which link to the website;
- Developed and implemented a communications and marketing plan for the Civic Centre, in addition to an annual calendar of events;
- Updated room facilities in line with the latest modern technologies and existing
- Wi-Fi connections and networking ports are of good quality;
- Identified options for improved seating and staging within the Weald Hall and side curtains, and considered options for providing a temporary partition within the Green Room.



# Our Strategic Priorities - Place

In addition to agreeing a set of specific priorities each year, the Town Council has set out a number of medium term aspirations for the town.

## Environmental and regulatory services

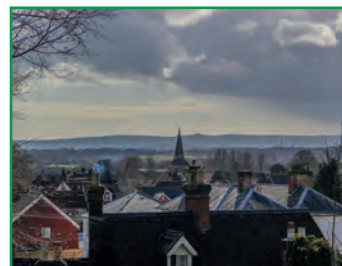
By 2023 we will have

- Continued to provide burial authority services with responsibility for the maintenance of the Cemetery at Snatts Road and Holy Cross churchyard;
- Maintained good quality floral displays within the town centre, to ensure Uckfield town centre remains an attractive place to live, work and visit;
- Maintained a good standard of grounds maintenance within the town to ensure Uckfield remains an attractive place to live;
- Implemented improvements to the operation of the town's CCTV and continued to monitor provision to ensure the technology remains up to date;
- Continued to work with East Sussex County Council to gradually review street lighting and replace with new columns and LED lighting where necessary;
- Encouraged allotment holders to conserve and collect rainwater for use on their plots and utilising sustainable methods of allotment management;
- Considered whether the Town Council is able to take on services devolved by the District and County Councils, to ensure residents retain a good level of service provision during times of financial restraints.

## Planning and development services

By 2023 we will have

- Worked closely with the planning authority, Wealden District Council, to understand the latest legislative updates and guidance;
- Supported the development of a Neighbourhood Plan and worked with Action in Rural Sussex and the local Planning authority to enable this plan to be adopted and utilised alongside the Wealden Local Plan by developers;
- As a member of Uckfield Town Centre Regeneration Committee, we will have worked with our partners (Wealden District Council and East Sussex County Council) to explore options for regeneration within the centre of the town, and possibility of expanding the retail and business offer;
- Promoted the need for affordable housing within Uckfield Town, to support those in housing need and first time buyers;
- Worked with Wealden District Council to ensure the Town Council is fully engaged in other regulatory matters such as licensing;
- Developed an annual process by which the Town Council reviews its assets and strategic asset management plan and consideration is given to each of the Town Council's buildings to improve the efficiency and use of these properties
- Delivered a ten year programme of maintenance and decoration to all of the Town Council community buildings through schemes of major and minor works;
- Reviewed the condition of car parks adjacent to Town Council owned buildings and agreed a programme of repairs or resurfacing;
- Arranged an annual display of Christmas lights;
- Worked with the Chamber of Commerce to engage with High Street landlords (commercial and residential) to promote and secure improvements to street frontages.



# Our Strategic Priorities - Place

In addition to agreeing a set of specific priorities each year, the Town Council has set out a number of medium term aspirations for the town.

## Highways and Transport services

By 2023 we will have

- Organised the annual safety day with partner agencies to educate young people about the importance of safety;
- Identified potential areas within the town which required improvements to pedestrian safety and worked with the relevant agencies to lobby for enhancements;
- Worked with our partner agencies to feed into improvements to the bus station area, to improve accessibility, signage and provide improved facilities such as real time bus information and public convenience(s);
- Worked with our partner agencies to identify highway issues within the access corridors into the town centre and utilised S106 developer contributions to improve the infrastructure and address matters relating to traffic congestion, traffic calming and road safety;
- Worked with the relevant partner agencies to address the danger of speeding vehicles and explored the possibility of extending the 20mph town centre speed limit;
- Introduced speed reduction initiatives including the use of speed indicator devices and behaviour change campaigns;
- Worked with partner agencies to identify and implement solutions for introducing parking controls within the town centre;
- Worked with partners to explore the introduction of residents' permit parking zones in the town centre and Newtown;
- Engaged in discussions to actively promote the re-opening of the Uckfield to Lewes railway line, and a direct route into Brighton;
- Worked with partner agencies to explore whether electric car charging points can be introduced in Uckfield town;
- Worked with partner agencies and landowners to explore the possibility of improving footway links between Ridgewood Farm, Owlsbury Park and the nature reserves which incorporate the industrial estate, town centre and river.



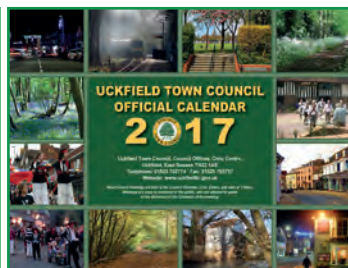
# Our Strategic Priorities - Provision

In addition to agreeing a set of specific priorities each year, the Town Council has set out a number of medium term aspirations for the town.

## Central Services

By 2023 we will have

- Improved communication with residents, businesses and visitors to the town through enhancements to the Town Council website and social media accounts;
- Located new sites for noticeboards and improved the condition and display of existing noticeboards;
- Simplified financial reporting for the purposes of committee meetings to enable greater clarity;
- Improved accessibility to committee meetings by installing an additional hearing loop in the Council Chamber;
- Encouraged applications from local traders and organisations in the Town Council’s procurement procedures for contractual work within the town;
- Increased promotion of the town’s key facilities;
- Provided training and briefings for the Town Councillors and staff, to support them in their learning and development;
- Published an annual calendar at zero cost which provides the key dates of all standing committees, and promotes businesses within the town;
- Undertaken an annual review of all key policies to ensure they remain up to date with the latest guidance and best practice;
- Supported the town’s local groups and organisations through the provision of an annual community grants programme.



# Delivering our Objectives

## Overview of the Town Council

The Town Council has 15 Town Councillors, who are elected every four years. The last set of town council elections took place in May 2015. The next set of local elections will therefore take place in May 2019.

The positions of Town Mayor and Deputy Town Mayor are elected by the Town Councillors each year at the start of the annual statutory meeting of Full Council which takes place in May.

All Town Councillors meet in the format of Full Council at least six times a year, and the town council's three main standing committees, are:

- General Purposes Committee (9 members)
- Environment and Leisure Committee (9 members)
- Plans Committee (7 members)

## Financial information

### General finances

Town Councillors are required to start the process of budget setting within the autumn of each year, for the following financial year. This provides time to review our income and expenditure, the priorities of the Town Council, the priorities within the Town and the costs associated.

The precept is the local tax levied by the Town Council and collected on our behalf by Wealden District Council as the rating authority.

The precept for 2018/19 was agreed by the Town Council on 15th January 2018 at a figure of £873,472.

We also have two sub-committees responsible for dealing with specific matters related to finance and human resources, called Personnel Sub-Committee and Finance Sub-Committee, which report their recommendations back to General Purposes Committee. These sub-committees meet on an ad-hoc basis when further detailed work is required.

All formal committee meetings are held in the Council Chamber of the Civic Centre, Uckfield. Residents are welcome to attend these public meetings and make statements in relation to items on the agenda of that committee, subject to the Chairman's discretion. Under the Openness of Local Government Bodies Regulations 2014, members of the public are able to film and record during a committee meeting to report on the meeting.

### Capital expenditure

The Council adopts a balanced approach to its capital expenditure in respect of the procurement of new assets and the maintenance of its existing assets. The first priority should however focus on developing and maintaining existing assets for the benefit of the community. Additional income may also be generated, where appropriate, through renting or leasing of these assets.

### Reserves

The Council adopts a risk based approach to its level of reserves which will be reviewed annually or more frequently if necessary. Currently the minimum level of general reserves will be set at approximately three months gross operating costs. Reserves will only be held above the minimum level for specific, earmarked purposes.



# Delivering our Objectives

## Organisational structure

Delivery of the Town Council’s functions is overseen and managed by the Town Clerk, who is the Town Council’s proper officer and required to support and advise members in their role and issue any statutory notifications.

The Town Clerk is supported by a team of nearly 30 members of staff who are responsible for maintaining the town’s grounds and open spaces, buildings, facilities, and providing services to our customers within Luxfords Restaurant and the Civic Centre.

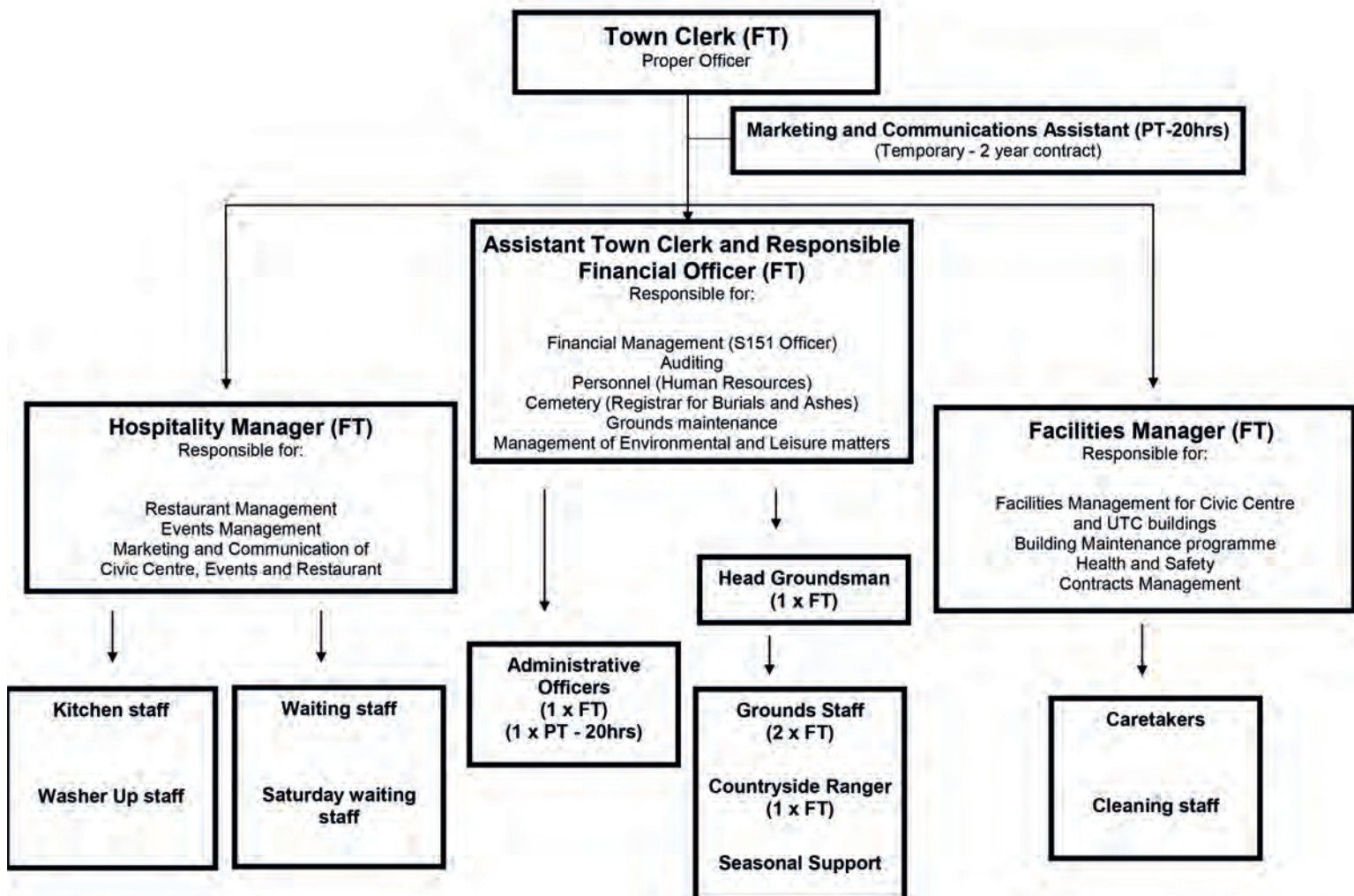
The Assistant Town Clerk and Responsible

Financial Officer is responsible for managing the Council’s finances, human resources, grounds and open spaces and Council administration.

The Hospitality Manager is responsible for managing the restaurant, Civic Centre room hire and hospitality, and Civic Centre events programme.

The Facilities Manager is responsible for managing the maintenance and repair of the Town Council’s key buildings, liaising with external contractors, managing health and safety and our caretaking staff.

The following organisational chart presents the staff structure in December 2017:





Uckfield Town Council Offices  
Civic Centre, Uckfield, TN22 1AE

## Meeting of the Environment & Leisure Committee

Monday 3<sup>rd</sup> September 2018

### Agenda Item 7.1

#### Update on Bio-degradable Dog Bag Dispenser Scheme

##### 1.0. Summary

1.1. The report sets out update details of a free bio-degradable dog bag dispenser scheme.

##### 2.0. Background

2.1. In October 2017 it was reported to the Environment & Leisure Committee details on a Company's scheme to supply the Council with a total of 10 dog bag dispensers and bags free of charge, which would be funded by community based advertising.

2.2. The Term of the Agreement is 48 (forty-eight) months. The Agreement may be extended by 24 (twenty-four) months at a time with the agreement of both Parties.

2.3. Each dispenser would have advertisements on them, which the Town Council could approve in advance to ensure appropriate for the location etc.

2.4. Bags and delivery are free, bio-degradable and can be composted.

2.5. The Committee agreed: EL 83.10.17 It was RESOLVED to agree to the bio dog bag dispenser scheme at no cost to the Town Council and subject to legal advice on the terms and conditions.

##### 3.0 Update

3.1. Agreement: The Agreement has been amended following legal advice, the main change being that the Town Council does not have to provide its supplier details to the company.

3.2. Advertising: The Town Council could have a free scenic image and advertise on the "roof top space" on all 10 bins for a fee of £1,000 per annum. The media space is landscape 6 x 16 cm.

The Town Council would be locked into a 4 year agreement for advertising which would be invoiced annually, the first invoice when the scheme is complete.



Scenic Image



Roof Top Space

It has been mentioned that a national company might be interested in advertising on all bins however negotiations are still in the infant stage.

3.3. Timescales: The company is unlikely to start marketing advertising space until the New Year and if completely successful the scheme could roll out in April 2019.

**4.0. The Agreement** (attached)

4.1. As part of the Agreement the Town Council would:-

- To draw up a site list of where each station is to be installed and send a copy of the site list to the Service Provider as soon as possible after signing but no later than three (3) weeks after signing this agreement;
- The council agree to promote the project through their press office within four (4) weeks of signing the agreement;
- To be responsible for siting the stations and that the stations are installed within approximately three (3) weeks of the Authority receiving them;
- To be responsible for ensuring that the TiksPac stations are installed safely and bears sole liability for any claims for damages made as a result of the installation of TiksPac stations;
- To monitor the condition of the stations on an ongoing basis, replenishing the stations with dog waste bags.
- To order dog waste bags from the Service Provider in a timely fashion.
- To notify the Service Provider of any damage to the stations, abnormal consumption of dog waste bags or other events that may have a negative impact on the public's perception of the services offered by the Service Provider.

**5.0. Recommendation**

5.1. Members are asked to note the report and resolve:

- a) if we still wish to proceed with the scheme;
  - b) if we wish to advertise on the "roof top space" for a total of £1,000 per annum and
- a) if agree to proceed with the annual advertising this is to be added to the 2019/2020 budget and for the following 3 years.

Contact Officer: Christine Wheatley

## **Services Agreement: Provision of proprietary dog waste bag dispenser stations**

### **Background**

TiksPac supplies, free of charge, environmental stations for dog waste bags, including free dog waste bags.

TiksPac's services contribute, in a tangible way, to "the clean public space". At each environmental station TiksPac sets up media spots aimed primarily at local businesses who show their concern for the environment through their corporate social responsibility policies. The services provided by TiksPac fall under the legal definition of a service concession and, as such, are not subject to the rules governing procurement as set out in public procurement legislation (European Parliament and Council Directive 2004/18/EC on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts).

**THIS Agreement** is made on the .....

### **BETWEEN (The Parties):**

- (1) Uckfield Town Council, Council Offices, Civic Centre, Uckfield East Sussex, TN22 1AE..... (the "**Authority**"); and
- (2) **TIKSPAC UK LIMITED** Registered in England and Wales with registration number 09238130, whose registered office is at JAMES HOUSE, 13 KENSINGTON SQUARE, LONDON, W8 5HD (the "**Service Provider**").

### **WHEREAS:**

- (A) The Authority wishes to appoint the Service Provider to provide services in connection with the provision of dog waste bag dispensers.
- (B) The Service Provider has agreed to provide the services to the Authority on the terms and conditions set out in this Agreement.

### **NOW IT IS HEREBY AGREED:**

#### **1. Term of the Agreement**

This Agreement commences on the date the Agreement is made and continues in force for the Term unless terminated earlier, either in whole or in part, in accordance with this Agreement.

The Term of the Agreement is 48 (forty-eight) months.

The Agreement may be extended by 24 (twenty-four) months at a time with the agreement of both Parties.

#### **2. Scope of the service provided**

The Service Provider provides the following stations to the Authority: .....Stations

Colour green ..... Black .....

- Minimum of ten (10) or maximum of (25) green/black TiksPac stations for dog waste bags.

#### **3. Service Provider's undertaking**

The Service Provider undertakes to provide the following to the Authority free of charge:

- TiksPac stations for dog waste bags
- Sufficient dog waste bags to fill the stations to a maximum limit, dependent on the amount of stations provided (100% compostable and biodegradable), compliant with European standard EN-134 32)
- Replace damaged stations free of charge
- Ensure all its equipment and materials meet minimum safety standards required from time to time by law
- Source sponsors for the stations

- The Service Provider undertakes prior to signing any agreement with sponsors for the use of media spots at each station to consult with the Authority to ensure the Authority has no objections to the sponsor in question.

#### **4. The Authority's undertakings**

The Authority undertakes:

- To draw up a site list of where each station is to be installed and send a copy of the site list to the Service Provider as soon as possible after signing but no later than three (3) weeks after signing this agreement.
- The council agree to provide Tikspac with a letter confirming its engagement and support of the project, with the purpose of Tikspac presenting this to potential sponsors.
- The council agree to promote the project through their press office within four (4) weeks of signing the agreement.
- To be responsible for siting the stations and that the stations are installed within approximately three (3) weeks of the Authority receiving them.
- To be responsible for ensuring that the TiksPac stations are installed safely bears sole liability for any claims for damages made as a result of the installation of TiksPac stations.
- To monitor the condition of the stations on an ongoing basis, replenishing the stations with dog waste bags.
- To order dog waste bags from the Service Provider in a timely fashion.
- To notify the Service Provider of any damage to the stations, abnormal consumption of dog waste bags or other events that may have a negative impact on the public's perception of the services offered by the Service Provider.

#### **5. Right of ownership of the stations, etc.**

All stations remain the property of the Service Provider. In instances where a station has been taken down it must be reinstalled in a reasonable time by the Authority but no later than two (2) weeks from the date on which it was taken down.

In instances where the Authority considers that a station is not to be reinstalled, the Service Provider shall be informed immediately and give its written approval if it is not to be reinstalled. In instances where the Service Provider does not approve that a station is not reinstalled, the Authority must reinstall the station at another location within two (2) weeks of it being taken down and immediately inform TiksPac of where it has been installed.

#### **6. Transference of the Agreement**

The Service Provider is entitled to assign or transfer the Agreement on unchanged conditions. Before the Agreement is transferred, the Authority must be notified in writing.

Within 10 working days of a written request from the Authority, the Service Provider shall at its own expense execute such agreement as the Authority may reasonably require to facilitate such transfer of all or part of the rights and obligations under this Agreement.

#### **7. Disputes**

In the event of a dispute arising between the Parties as a result of the terms of this Agreement, the Parties shall, initially and to the best of their ability, attempt to resolve the dispute through negotiation. In instances where disputes cannot be settled in this way, the issue shall be decided in a court of law.

The Authority and the Service Provider shall use all reasonable endeavors to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Agreement before issuing proceedings in the High Court.

If the Dispute is not settled within a period of 10 Working Days of the date on which the Dispute arose, the Parties may refer the Dispute in writing to a director or chief executive (or equivalent) ("Senior Personnel") of each of the Parties for resolution.

If the Dispute is not resolved within 20 Working Days of referral to the Senior Personnel, either Party may apply to the Centre for Effective Dispute Resolution (“CEDR”) in London to appoint a Mediator. The costs of the Mediator shall be borne equally by the Parties.

Where a Dispute is referred to mediation, the Parties will attempt to settle such Dispute by mediation in accordance with the model mediation procedures published by CEDR or such other procedure as the Mediator may recommend.

If the Parties reach agreement in mediation, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the Parties.

If either Party refuses at any time to participate in the mediation procedure and in any event if the Parties fail to reach agreement on the Dispute within 40 Working Days of the service of the Mediation Notice either Party may commence proceedings in the High Court.

## **8. Indemnities**

Neither Party is responsible for and shall not indemnify the other Party for any Losses to the extent that such Losses are caused by any breach or negligent performance of any of its obligations under this Agreement by the other Party and/or any of its employees or agents.

Notwithstanding any other provision of this Agreement, neither Party limits or excludes its liability for fraud or fraudulent misrepresentation or for death or personal injury caused by its negligence.

## **9. Intellectual property rights**

The Service Provider owns all Intellectual Property Rights in all the stations and wastebags provided to the Authority.

The Service Provider shall provide the Authority with the wastebags and stations with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such stations and wastebags in connection with the Services.

## **10. Equalities**

The Service Provider operates an Equal Opportunities Policy and complies with the duties of the Equality Act 2010 and the Human Rights Act 1998.

The Equal Opportunities Policy sets out the meanings of the Prohibited Conduct (Discrimination, Harassment and Victimisation) and the Protected Characteristics (Age, Disability, Gender, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion, and Sexual Orientation) defined in the Equality Act 2010.

The Service Provider ensures employees and takes reasonable steps to ensure that sponsors, suppliers and agents comply with their Equal Opportunities Policy.

The Service Provider takes reasonable steps to monitor breaches of Human Rights or occurrence of a prohibited conduct (discrimination, harassment or victimisation) linked to characteristics protected under the Equality Act 2010.

The Service Provider informs the Authority if any finding of discrimination, harassment or victimisation is made against them or any Subcontractor by any court or industrial tribunal; or an adverse finding in a formal investigation by the Equality and Human Rights Commission and provides the Authority with appropriate steps to prevent repetition.

## **11. Termination**

Without prejudice to the Authority’s right to terminate at common law, the Authority may terminate this Agreement immediately upon giving notice to the Service Provider, if the Service Provider:

- has committed any material or persistent breach of this Agreement and, in the case of such a breach that is capable of remedy fails to remedy that breach within 10 Working Days (or such other period as specified in writing by the Authority) from the date of written notice to TiksPac giving details of the breach and requiring it to be remedied; or
- is subject to an Insolvency Event; or

- submits a collusive tender, commits an offence under the Prevention of Corruption Acts 1889 to 1916 (as amended) or under Section 117 of the Local Government Act 1972 or commits any fraud in connection with this or any other Council contract whether alone or in conjunction with Council.

## **12. Force majeure**

Neither Party shall be in breach of any obligation under this Agreement if it is unable to perform that obligation in whole or in part by reason of a Force Majeure Event.

If either Party seeks to rely on this Clause it shall immediately give notice to the other with full particulars of the act or matter claimed as a Force Majeure Event. The Party so affected shall take all reasonable steps to remedy the failure to perform and to keep the other Party informed of the steps being taken to mitigate the effects of the Force Majeure Event.

Without prejudice to any accrued rights or remedies, if a Force Majeure Event lasts for more than 30 Working Days either Party may, following consultation with the other Party, give notice of termination of this Agreement.

## **13. Confidentiality**

The Service Provider shall keep confidential the terms of this Agreement and any agreed variation thereto (subject to being allowed to disclose the existence of the agreement and the location of the stations to potential advertisers in order to sell advertising on the stations

The obligations of the Service Provider set out in this clause shall not apply to any Confidential Information which either of the Parties can demonstrate is in the public domain or a Party is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

The Service Provider shall not communicate with representatives of the general or technical press, radio, television or other communications media in relation to the existence of the Agreement or that it is providing the Services to the Authority or in relation to any matter under or arising from the Agreement unless granted consent in writing by the Authority. The Authority shall have the right to approve any public announcement before it is made.

## **14. Data Protection**

The Service Provider protects personal data under the control of the Authority as Data Controller which the Service Provider may have access to under the agreement and only uses it for the purpose of providing the service.

## **15. Freedom of Information**

The Service Provider co-operates with the Authority to enable them to comply with its disclosure obligations under the Freedom of Information Act.

## **16. Costs**

Each Party pays its own charges, costs and expenses in the performance of its own obligations in this Agreement and the negotiation, preparation and execution of this Agreement.

## **17. Third Party Rights**

The parties do not intend that any person who is not a party to this contract should have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

## **18. Law and jurisdiction**

This Agreement shall be subject to and construed in accordance with the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English courts.



**IN WITNESS** whereof this Agreement was executed and delivered on the date of this document

Executed by the Service Provider

[ Julie Cook	]	Print name
[UK Sales Manager	]	Position
[J COOK	]	Signature
		Date signed

Executed by the Authority

[	]	Print name
[	]	Position
[	]	Signature
		Date signed

## Meeting of the Environment and Leisure Committee

Monday 3rd September 2018

### Agenda Item 7.2

#### TO CONSIDER A REQUEST REGARDING ROAD SAFETY WHEELIE BIN STICKERS

##### 1.0 **Scarletts Close Residents' Association**

- 1.1 In June 2018, the Town Clerk attended an AGM meeting of the Scarletts Close Residents' Association. At this meeting a number of matters were discussed but most importantly, local residents discussed their concerns with regard to school traffic leading to Rocks Park Primary School including driver behaviour and the speed of traffic.
- 1.2 The Town Clerk, explained the work involved in reviewing the speed limit of an area and noted that as yet, no incidents had occurred or been reported in Scarletts Close. She explained that should a process be instigated to review the speed restrictions within a residential area, hard evidence and data would be required, such as accident data, speed surveys would need to be carried out over a 7 day period, a feasibility study would need to be undertaken to review the landscape, natural or man made traffic calming measures by highway engineers and Sussex Police would need to be consulted on whether it would be feasible and practical to introduce a reduction. It would also be dependent on the funding available to make a change, as the County Council would not fund a scheme (albeit partly through a community match funding scheme) so funding would need to be sourced from elsewhere.
- 1.3 During the conversation it was noted that there could be little things that residents' associations could do to make people more aware of the importance of road safety, especially in their local area, and near to busy public buildings like schools.
- 1.4 The Town Clerk suggested the stickers that could be placed on Wheelie bins which clearly reminded road users of the speed restrictions in the area they were driving.
- 1.5 Withyham Parish Council has since recommended a website called [www.smartwheelie.co.uk](http://www.smartwheelie.co.uk) who supply various messages such as speed awareness notices to be printed and placed on household waste wheelie bins.



(Image from Smart Wheelie Website)

- 1.6 Scarletts' Close Residents' Association made contact with this company and have ordered 100 stickers costing a total of £89 in the white design. It was considered that in order to have maximum impact, two stickers would be needed per household (one for each wheelie bin).
- 1.7 Scarletts' Close Residents' Association asked whether the Town Council could provide any financial assistance towards the cost of these speed awareness stickers.
- 1.8 The Town Clerk advised, that unfortunately if support is provided to Scarletts Close, then the Town Council would need to consider requests from other parts of the town, and regardless of whether they had residents' associations or not.
- 2.0 Considering how the Town Council can support speed reduction initiatives**
- 2.1 The Town Clerk therefore wished to bring this matter to Environment & Leisure Committee to highlight the positive work of Scarletts Close Residents' Association in doing their bit, and to ask members to consider how the Town Council could support speed awareness campaigns of this nature.
- 2.2 For example, could the Town Council consider purchasing a bulk order of the wheelie bin stickers to be held by the Town Council and then promote these stickers more widely in the monthly Uckfield Matters magazine (the Voice)?
- 2.3 Members should note that the request has been submitted within the year, and therefore not budgeted for. However there is a pot of funding allocated to Speed Reduction Initiatives, which was first prioritised for the potential purchase of speed signage, the budget has since been used for speed surveys and providing a contribution towards community speedwatch equipment. Members should also note that a new waste contract will commence in the summer of 2019, and this could potentially, in the longer term, alter the types of bins used for household waste collection.
- 3.0 Recommendations**
- 3.1 Members are asked to:
- (i) note the above report, and;
  - (ii) advise the Clerk of how they wish to proceed.

Contact Officer: Holly Goring

## **Meeting of the Environment & Leisure Committee**

**Monday 3<sup>rd</sup> September 2018**

### **Agenda Item 9.2**

#### **REPORTS FROM WORKING GROUPS: SPEED INDICATION DEVICE (SID)**

"The SID added greatly to the enjoyment of the Kit Car Grand Prix being one of the best supported events of the Festival.

The SID has also been deployed at a couple of approved locations within the Town but there needs to be an agreed programme of activity which is proving difficult to organise in view of the limited number of people involved. Therefore, we need to build a larger team of volunteers to obtain better use from our SID."

Councillor Paul Sparks  
SID Working Group

## **Meeting of the General Purposes Committee**

**Monday 3<sup>rd</sup> September 2018**

### **Agenda Item 10.5**

#### **REPORTS FROM OUTSIDE BODIES: Luxford Centre Management Committee**

The meeting was updated on various matters by the House Committee who reported strong membership and a healthy bank balance so allowing them to pursue various outings and events.

The committee circulated a comprehensive newsletter to members. Bob Burchett, the new House Committee Chairman, was welcomed and responded stating he was settling in well and was grateful of the members support.

Various matters on general housekeeping and overall supervision of the centre were discussed and agreed.

The transfer of the Trust to a CIO is still on going and at present is with the Charity Commissioners.

Councillor Chris Macve

## **Meeting of the General Purposes Committee**

**Monday 3<sup>rd</sup> September 2018**

### **Agenda Item 10.6**

#### **REPORTS FROM OUTSIDE BODIES: ACTIVE UCKFIELD**

1. The organisation held its Annual General Meeting on 7 August.
2. At that meeting Jeremy Hallett stood down as Chairman after 5 years in the role. He was warmly thanked for the sterling work he had carried out during that time.
3. Chairmanship is now being undertaken by Tony Rossi, who is Chairman of Grasshoppers FC. Jeremy Hallett has moved into the role of Secretary, and Alan Sallows (Uckfield RFC) continues as Treasurer.
4. This year's Sports Day at the Victoria Pleasure Ground had been a success, although there remains a need to market it more-widely and to target certain areas.
5. The Chairman set out his vision of the future for Active Uckfield, which he has a passionate wish to succeed and to grow. He pointed out that 'active' relates not solely to physical action but also to mental activity and agility. The group can become a great positive influence on the health and well-being of Uckfield residents, and there may well be a case for expanding influence to include the surrounding villages.
6. The Chairman said that he is initially being driven by the need for Grasshoppers FC to have access to more sports facilities as they have used up all the current supply, and the increase in demand that can be expected as the Ridgewood Farm housing development comes on stream will be impossible to satisfy.
7. He hoped that more events could be held in 2018/9 like the stoolball event held earlier this year when other sporting organisations participated.
8. The Active Uckfield operation will now take on a more-structured look, with meetings set down in a timetable for the year to come. In this respect there is a need to find a permanent venue, and those at the meeting have asked whether the Town Council can help.
9. The Chairman is now seeking volunteers to take on either a marketing role or a project co-ordinating role so as to relieve the Officers of these tasks which will enable them to devote more time to maintaining contact with participating Active Uckfield organisations.

Councillor Ian Smith

#### **10.0 Recommendations:**

Members are asked to:

- (i) note the above update from Active Uckfield, and;
- (ii) to consider Active Uckfield's request for support from Uckfield Town Council to find a permanent venue or support with room hire.