



UCKFIELD TOWN COUNCIL

Council Offices, Civic Centre
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Town Clerk – Holly Goring

A Meeting of the **Environment and Leisure Committee** to be held on
Monday 2nd October 2017 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 21st August 2017

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. Income and Expenditure Financial Forecast
(Attached)

5.3. 2018/2019 Draft Budgets
(Attached)

6.0. ADMINISTRATION

- 6.1. Strengthening Local Relationships Liaison Meeting Minutes 13th July 2017
(Attached)
- 6.2. To consider amendments to the Open Space Letting Policy No. 60
(Attached)

7.0. ENVIRONMENT

- 7.1. Wealden District Council Public Spaces Protection Order Consultation
(Attached)
- 7.2. Biodegradable Dog Bag Dispenser Scheme
(Attached)
- 7.3. Lewes Road Twinning Sign
(Attached)

8.0. LEISURE

- 8.1. Hughes Way Play Area Update
(Attached)
- 8.2. Request from The League of Friends of Uckfield Community Hospital asking for permission to plant a hedge on Council allotment land opposite the Ambulance Station.
(Attached)
- 8.3. Request to rent allotment land to the rear of 155 Framfield Road
(Attached)

9.0. REPORTS FROM WORKING GROUPS AND TO AGREE TERMS OF REFERENCE

- 9.1. Road Safety (nothing to report at this time)
- 9.2. Speed Indication Device (SID)

10.0. REPORTS FROM COUNCIL REPRESENTATIVES ON OUTSIDE ORGANISATIONS

- 10.1. Uckfield Railway Line Parishes
(Attached)
- 10.2. West Park LNR and Hempstead Meadows LNR – Supporters Group
- 10.3. Uckfield and District Twinning
- 10.4. Age Concern
- 10.5. Luxford Centre Management Committee
(Attached)
- 10.6. Active Uckfield Group
(Attached)
- 10.7. Wealden Bus Alliance

11.0 CHAIRMANS ANNOUNCEMENTS



Holly Goring
Town Clerk

26th September 2017

	Apr 17 Actuals £	May 17 Actuals £	Jun 17 Actuals £	Jul 17 Actuals £	Aug 17 Actuals £	Actuals to Date	Budget to Date	Sep 17 Budget £	Oct 17 Budget £	Nov 17 Budget £	Dec 17 Budget £	Jan 18 Budget £	Feb 18 Budget £	Mar 18 Budget £	Total £	2017/2018 Budgets
Sales																
Sales																
Weald Hall Events	612	397	289	228	355	1,881	10,419	2,083	2,083	2,083	2,083	2,083	2,083	2,083	16,462	25,000
Allotments	123	124	16	23	35	321	0	0	0	5,000	0	0	0	0	5,321	5,000
Allotment Deposit	100	200	75	0	0	375	0	0	0	500	0	0	0	0	875	500
Playing Fields & Pitches, Sport Income	382	2,383	102	64	196	3,127	2,500	0	0	0	5,000	0	0	0	8,127	7,500
Playing Fields & Pitches, Event Income	436	166	1	172	3,549	4,324	4,041	359	0	0	0	0	0	0	4,683	4,400
WDC - West Park Culverts Agreement	210	0	0	0	0	210	0	0	0	0	0	0	0	0	210	0
Cemetery - Interments	1,784	337	3,337	1,596	2,491	9,545	7,897	1,579	1,579	1,579	1,579	1,579	1,579	1,579	20,598	18,950
Cemetery - Memorials	102	353	101	302	1,187	2,045	1,419	283	283	283	283	283	283	283	4,026	3,400
Cemetery - Sundry income	40	160	40	0	0	240	147	29	29	29	29	29	29	29	443	350
Cemetery Maintenance Charge	372	0	186	0	186	744	1,169	233	233	233	233	233	233	233	2,375	2,800
Env. Sundry Income	46	0	0	52	0	98	0	0	0	0	100	0	0	0	198	100
Litter/bus station	0	320	0	0	0	320	640	0	0	320	0	0	320	0	960	1,280
Roundabout Income	0	873	0	0	0	873	875	0	0	0	0	0	0	0	873	875
Road Safety donations	0	0	0	200	0	200	0	0	0	0	0	0	0	0	200	0
Total Sales	4,207	5,313	4,147	2,637	7,999	24,303	29,107	4,566	4,207	10,027	9,307	4,207	4,527	4,207	65,351	70,155
Purchases																
Purchases																
Clothing - Corp/Prot, Outdoor staff	41	0	0	100	0	141	0	700	0	0	0	0	0	0	841	700
Olives Meadow Upgrade S.Lights	0	16,650	0	0	0	16,650	0	0	0	0	0	0	0	0	16,650	0
Renew/Update Interp Boards	0	235	0	0	0	235	0	0	0	0	0	0	0	0	235	0
Street Lights, Supply & Maintenance	8,867	0	0	0	0	8,867	0	0	0	0	0	0	0	0	8,867	0
Street Light Repairs	0	0	1,442	0	0	1,442	1,442	0	0	0	0	0	0	9,000	17,867	9,000
Bus Shelters	0	0	0	0	0	0	0	0	0	1,758	0	0	0	0	3,200	3,200
Allotments	359	6	220	0	0	585	831	167	167	167	167	167	167	167	60	60
Playing Fields and Pitches	69	191	7,425	0	544	8,229	9,000	0	0	0	9,000	0	0	0	17,229	18,000
Play areas rolling programmes	2,000	550	7,465	(250)	0	9,765	0	0	0	0	0	0	0	0	9,765	0
Play Areas	127	126	602	132	0	987	1,044	208	208	208	208	208	208	208	2,443	2,500
Cemetery, rates	98	100	100	100	100	498	466	92	92	92	92	92	92	92	1,142	1,110
Grave digging	0	320	0	320	0	640	2,081	417	417	417	417	417	417	417	3,559	5,000
Cemetery, litter	293	40	293	0	0	626	419	83	83	83	83	83	83	83	1,207	1,000
Cemetery Sundries	0	74	42	0	0	116	0	0	0	0	0	0	0	0	116	0
Cemetery Maintenance	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
General Equipment Repairs	184	0	133	152	195	664	1,294	258	258	258	258	258	258	258	2,470	3,100
New Equipment	386	37	0	111	0	534	0	0	0	3,000	0	0	0	0	3,534	3,000
Grounds Maintenance Contract	52	3,629	907	0	0	4,588	8,331	1,667	1,667	1,667	1,667	1,667	1,667	1,667	16,257	20,000
Grounds Maintenance general	102	132	688	144	197	1,263	919	183	183	183	183	183	183	183	2,544	2,200
Hire of Equipment	0	0	0	0	0	0	0	0	0	0	100	0	0	0	100	100
LNRS & Sites of Interest - Ranger	2,165	2,108	2,172	2,168	2,168	10,781	10,895	2,180	2,180	2,180	2,180	2,180	2,180	2,180	26,041	26,155
LNRS & Sites of Interest - Working budget	253	66	0	111	60	490	1,456	292	292	292	292	292	292	292	2,534	3,500
Transit	69	73	240	121	0	503	903	180	180	180	180	180	180	180	1,763	2,163
Ford Ranger	57	56	0	52	325	490	544	108	108	108	108	108	108	108	1,246	1,300
Tractor maintenance & running costs	42	1,053	46	88	0	1,229	625	125	125	125	125	125	125	125	2,104	1,500
Movano Vehicle	75	75	118	71	75	414	903	180	180	180	180	180	180	180	1,674	2,163
Fencing	0	0	74	0	0	74	0	0	0	0	1,000	0	0	0	1,074	1,000
Trees	0	0	0	460	0	460	1,875	375	375	375	375	375	375	375	3,085	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	0	0	0	0	520	520
Litter Collection, Open spaces	939	40	971	0	0	1,950	1,761	317	317	317	317	317	317	317	4,169	3,980
Horticulture	0	0	130	0	0	130	300	0	0	0	0	0	0	0	130	300
Weald Hall Events	1,002	1,929	0	0	0	2,931	6,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	11,681	15,000
Festival Tent	0	0	0	0	0	0	50	0	0	0	0	0	0	0	50	100
Corp Dev - Signage outside areas	0	103	0	0	0	103	0	0	250	0	0	0	0	0	353	250
Roundabouts exp	0	0	0	0	0	0	50	0	50	0	0	0	0	0	50	100
Groundsmen - Salaries	5,813	6,583	6,548	6,548	6,548	32,040	33,228	6,645	6,645	6,645	6,645	6,645	6,645	6,645	78,555	79,743
Groundsmen - National Insurance	444	528	528	528	528	2,556	2,732	546	546	546	546	546	546	546	6,378	6,554
Groundsmen - Pension	1,141	1,116	1,104	1,093	1,093	5,547	7,180	1,435	1,435	1,435	1,435	1,435	1,435	1,435	15,592	17,225
Town Security/CCTV	52	55	56	55	56	274	1,669	333	333	333	333	333	333	333	2,605	4,000
Road Safety Week	0	10	1,310	0	0	1,320	1,750	0	0	0	0	0	0	0	1,320	1,750

	Apr 17 Actuals £	May 17 Actuals £	Jun 17 Actuals £	Jul 17 Actuals £	Aug 17 Actuals £	Actuals to Date	Budget to Date	Sep 17 Budget £	Oct 17 Budget £	Nov 17 Budget £	Dec 17 Budget £	Jan 18 Budget £	Feb 18 Budget £	Mar 18 Budget £	Total £	2017/2018 Budgets
Floral Displays	0	0	1,864	462	462	2,788	2,666	1,334	0	0	0	0	0	0	4,122	4,000
Repair & Replacement street furniture	0	42	0	0	0	42	0	0	0	0	0	0	0	0	42	0
Cleaning Materials	0	0	0	0	0	0	50	0	0	0	50	0	0	0	50	100
Civic Hospitality	0	0	0	0	0	0	300	0	0	0	0	0	0	0	0	300
Total Purchases	24,630	35,927	34,478	12,566	12,351	119,952	101,014	19,075	17,541	20,041	29,469	17,041	17,101	26,141	266,361	247,423
New Initiatives																
Speed Reduction	0	400	0	0	0	400	400	0	0	4,600	0	0	0	0	5,000	5,000
Resurface Osborn Hall Car Park	0	0	0	0	0	0	0	0	0	0	0	0	0	7,000	7,000	7,000
West Park Car Park White Lines	0	0	0	415	0	415	1,000	0	0	0	0	0	0	0	415	1,000
Weald on the Field & Revival	0	0	250	3,344	1,294	4,888	1,500	0	1,500	0	0	0	0	0	6,388	3,000
Litter Policy Bins	0	0	0	0	0	0	0	0	0	0	0	0	0	3,000	3,000	3,000
Total New Initiatives	0	400	250	3,759	1,294	5,703	2,900	0	1,500	4,600	0	0	0	10,000	21,803	19,000

** Earmarked Reserves

* £9,000 from Earmarked Reserves

	EARMARKED RESERVE PROJECTS	Cost of Project Estimated	As at 31/3/2017 Carried Forward Accumulation			
Com		2017/2018		2017/2018	2018/2019	Notes
	CULTURAL, ENVIRONMENTAL, REGULATORY AND PLANNING SERVICES					
	Cultural and Related Services					
	Recreation and Sport - Leisure and Recreation Grounds					
E & L	New Play Area					
E & L	Playground Fencing Capital	125,000	28,818	50,000	50000	Hughes Way 2017
GP	West Pavilion External/Internal Maintenance	25,000	10,547			
GP	Victoria Pavilion Internal/External Maintenance	45,000	11,600			
E & L	Skate/BMX park peripheral area including gateway from Victoria to New Barn	45,000	16,124			
E & L	Vehicle Replacement	6,900	3,992			
E & L	Ranger Equipment Budget	18,000	0			
E & L	Ridgewood Ground Improvements	4,500	6,922			
E & L	Litter Bins		11,718			
E & L	Picnic Tables		500			
E & L	Browns Lane Rockery		1,500			
E & L	Hughes Way Play Area Donation		180			
E & L	Seats, Signage for Tennis Courts		5,000			
			595			
	Recreation and Sport - Community Centres					
GP	Maintenance Schedule for Civic Centre					
GP	Future Maintenance Programme for Civic Centre	6,000	0			
GP	Weald Hall Floor	25,000	22,391			
GP	Ridgewood Village Hall Car Park	35,000	23,000	10,000		To investigate the need and type of floor required and eventual funding
GP	Victoria Doors	50,000	49,000			
GP	Foresters Hall Complex External Schedule/Maintenance		3,000			
E&L	Osborne Hall Car Park	25,000	25,650	0		Soffits and fascias to last a further 8-10years. Money to be used for Phase 3 Works
	Open Spaces and Allotments			7000	7000	2 year scheme !
E & L	Allotment Fencing					
E & L	Open Space Improvements	8,000	6,803			
E & L	Renewal /Upgrade Notice Boards	15,000	6,043			Incorporates various headings, Trees, HMLNR Donation etc
E & L	Reverend Cardale Memorial		3,200			
	Culture and Heritage		3,850			
E & L	Twinning Signs					
GP	Consultants Town Centre		739			
GP	Joint Committee Master Plan Works	60,000	120,300			£50,000 to 2016-2017 Budget - For Town Centre Project Implementation
	Cemetery and Churchyard		50,000			
E & L	Cemetery Enhancement					
	HIGHWAYS AND TRANSPORT SERVICES	20,500	10,000	9,300		For wall repairs
	Community Safety					
E & L	Street Lighting					
E&L	Olives Meadow Street Lighting	50,000	21,201			£9k for late 2016/17 invoice
E & L	CCTV Replacement Programme		17,000			
E & L	Old Timbers Lane Maintenance	76,000	23,880	2,000		
E & L	Street Scene	30,000	9,000	3,000	1500	
		5,000	1,573			
	CENTRAL SERVICES					
GP	Upgrading of IT Systems and Equipment					
GP	OTHER BUILDINGS AND SERVICES TO THE PUBLIC	10,500	10,572			Replacement system due in April 2017
GP	Maintenance Programme/Schedule for Chapels					
GP	Signal Box External Schedule/Maintenance	25,500	3,503			
GP	Building Maintenance Fund	45,000	10,000			
GP	Defibrillators		135,116	0		
GP	Elections		711			
GP	Public Conveniences		15,750	5,750		£5,750 to be placed in Earmarked Reserves for four years
GP	Professional Fees		30,000			For transport hub
GP	Training		1,335			
	OTHER SERVICES		1,500			
GP	Luxfords					
GP	Luxfords Cooler	6,000	0			
GP	Luxfords Maintenance		5,000	1,000		Contribution to Cold Room
	TOTAL		1,980			
	Section 52/106	761,900	709,593	81,050	58,500	
			24,728			Depreciated Annually under Accounting Principles

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Environment Leisure Committee

Committee	Nominal Code		2017/2018 Budget	2017/2018 Predicted Outturn	2018/2019 Budget	Notes
		CULTURAL, ENVIRONMENTAL, REGULATORY AND PLANNING SERVICES				
		Cultural and Related Services				
		Recreation and Sport - Leisure and Recreation Grounds				
E & L	5,120	Playing Fields and Pitches	18,000		19,000	
E & L	5176	Play Equipment Repairs/Maintenance	2,500		2,600	
E & L	5203	Grounds Maintenance - Contract	20,000		20,000	
E & L	5204	Grounds Maintenance - General	2,200		2,225	Includes £625 for maintenance to rain harvest system
E & L	5201 & 5205	General Equipment Repairs and Hire	3,200		2,100	Hire £100 - General equipment repairs £2,000
E & L	5325	Skatepark Area	0		0	
E & L	5202	New Equipment	3,000		2,000	
E & L		Vehicle Running Costs				
E & L	5269	* Transit	2,163		2,200	
E & L	5279	* Movano	2,163		2,200	
E & L	5275	* Tractor	1,500		2,000	Two new tyres required
E & L	5271	* Ford Ranger	1,300		2,200	
		TOTAL	56,026		56,525	
		Income				
E & L	4110	* Sport Income	-7,500		-8,000	
E & L	4120	* Event Income	-4,400		-4,600	
		TOTAL	-11,900		-12,600	
		Net Expenditure	44,126		43,925	
		Public Open Spaces, Planting and Allotments				
E & L	5100	Allotments	2,000		2,030	1.5% increase
E & L	5231.5038	Hampstead Meadows and West Park LNRs + sites of conservation interest	3,500		3,500	
E & L	5295. 5296	Litter Bins and Collection	4,500		4,500	£3,950 collection/sacks - £550 bins
E&L	5375	Repair & replacement of street furniture	0		2,000	
E & L	5305	UTC Promotional Tent	50		50	
E & L	5330	Corporate Signage	250		250	
E & L	5058	Protective Clothing	700		700	
E & L	5280	Fencing	1,000		1,000	
E & L	5299	Horticulture - Bedding	300		300	
E & L	5285	Tree Works	4,500		4,500	
E & L	5377	Cleaning Materials	100		100	
		TOTAL	16,900		18,930	
		Income				
E & L	4100. 4101	* Allotments	-5,500		-5,700	Includes £50 deposits 1.5% increase
		* Environment Sundry Income	-100		-100	Scrap metal etc.
E & L		West Park Culvert Maintenance Agreement with WDC	0		-210	
		TOTAL	-5,600		-6,010	
		Net Expenditure	11,300		12,920	
		Culture and Heritage				
E & L	5394	Twinning Hospitality	300		300	
E & L	5300	Civic Centre Events	15,000		15,000	
		TOTAL	15,300		15,300	
E & L	4050	Income	-25,000		-25,000	
		Net Expenditure	-9,700		-9,700	

Environment Leisure Committee

Committee	Nominal Code		2017/2018 Budget	2017/2018 Predicted Outturn	2018/2019 Budget	Notes
		Planning and Development Services				
		Economic Development				
E & L	5370	Town Security CCTV	4,000		4,000	Unsure of new system costs
E & L	5373	Floral Displays Town Centre Baskets & Troughs	4,000		4,000	Baskets, Planters, Boots/Shoe Zone
		TOTAL	8,000		8,000	
E & L	4350	Income - Roundabout	-875		-450	
		Net Expenditure	7,125		7,550	
		Environmental and Regulatory Services				
E & L	5180-5186	Cemetery Services				
		* Grave Digging	5,000		5,075	1.5% increase
		* Rates/Water	1,110		1,240	£1070 Rates £170 Water
		* Litter	1,000		1,250	
		* Maintenance	200		200	
		TOTAL	7,310		7,765	
		Income				
E & L	4180-4183	* Cemetery	-25,500		-30,000	1.5% increase
		Net Expenditure	-18,190		-22,235	
		HIGHWAYS AND TRANSPORT SERVICES				
		Highways and Transportation				
		Street Lights - Supply, Maintenance and Repairs				
E & L	5080	* Supply & Maintenance	9,000		9,000	
E & L	5081	* Repairs	3,200		3,200	
E & L	5082	* New Lights	0		0	
E & L	5372	Road Safety Work	1,750		1,768	1% increase
E & L	5086.5053.	Bus Shelters	60		60	
E&L	5350	Roundabout Expenditure	100		100	
		TOTAL	14,110		14,128	
		Income				
E & L	4370	* Road Safety Work	0		0	
E & L	42954240	* Delegated Functions	-1,280		-1,280	Litter Bus Station
		TOTAL	-1,280		-1,280	
		Net Expenditure	12,830		12,848	
		Other Buildings and Services to the Public				
E & L	5294	Graffiti Removal	100		100	
		TOTAL	100		100	
E & L	5360 - 5362	Salaries Groundsman/Fanger	129,677		132,640	
		TOTAL	129,677		132,640	
		TOTAL REVENUE EXPENDITURE	247,423		253,388	
		TOTAL INCOME	-70,155		-75,340	
		TOTAL	177,268		178,048	

Committee	Nominal Code		2017/2018 Budget	2017/2018 Predicted Outturn	2018/2019 Budget	Notes
		Long Term Earmarked Reserve Projects				
		Play area	50,000		50,000	
		Cemetery Wall	9,300		0	
		Old Timbers Lane	3,000		1,500	
		CCTV replacement programme	2,000		0	
		Resurfacing Orsborn Hall car park	7,000		7,000	Year 2 of 2 year project
		Total Long Term Earmarked Projects	71,300		58,500	
		TOTAL				
		New Initiatives 2017/2018				
		White lining West Park pavilion car park	1,000		0	
		Weald on the Field & Revival Events etc.	3,000		3,030	1% increase - Move to revenue
		Litter Policy Bins	3,000		0	
		Speed Reduction Sign	5,000		0	
		TOTAL	12,000		3,030	
		New Initiatives 2018/2019				
		HMLNR & WPLNR			500	As per constitution £250 each group
		3 x Adult Sets Goal Posts			2,000	
		New Cricket Mower			3,000	£6000 new Mower 2 Year Project
		Vehicle Replacement			1,000	Long term project
		Upgrading path to Millennium Green and around Ridgewood Recreation Ground			?	
		TOTAL			6,500	

TOTAL 2018/2019			
Total Revenue Expenditure	247,423		256,418
Total Long Term Earmarked Reserve Projects	71,300		58,500
Total New Initiatives	12,000		6,500
Total Budget Expenditure	330,723		321,418
Total Income	-70,155		-75,340
Net Expenditure	260,568		246,078

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UCKFIELD TOWN COUNCIL



Minutes of the meeting of the Strengthening Local Relationships Liaison Meeting held in the Martlet Room, Uckfield Civic Centre on Thursday 13th July 2017 at 9.15am

PRESENT; Cllr. Claire Dowling	East Sussex County Council
Cllr. Chris Dowling	East Sussex County Council
Ian Johnson	East Sussex County Council
Cllr. Ian Smith	Uckfield Town Council
Cllr. K. Everett	Uckfield Town Council

IN ATTENDANCE:

Christine Wheatley – Assistant Town Clerk, Uckfield Town Council
Minutes taken by Christine Wheatley.

1.0 APOLOGIES

Apologies received from John Godfrey, Highway Steward.

2.0 TO APPROVE THE MINUTES OF MEETING HELD ON 18th JANUARY 2017 MATTERS ARISING

Land Drains at West Park

It was confirmed that the Town Council had entered a maintenance agreement with Wealden District Council to keep this area of land clear.

East Sussex County Council are to be asked to look at the drainage area of land owned by them by the West Park allotments as this was overgrown.

Grange Road yellow lines, kerbs and signage

This is to be kept on the minutes.

New Road HGV signs

It was confirmed that the landlords have erected signs within their boundary.

Twinning Signs

It was reported that the Twinning sign in Lewes Road had been removed due to visibility issues. The boundary between Uckfield and Little Horsted is to be confirmed prior to the sign being re- located.

Street Lighting

High Street columns it was understood that the power issues are to be resolved shortly by Colas and the Power Network teams.

Speed Limit on London Road

A meeting is to be held on the 14th August regarding this area.

3.0 TRAFFIC SPEEDS BROWNS LANE

There is great concern about the speed of traffic along Browns Lane even though the surface is not good. What are the prospects of a 20-mph limit? It is understood that a speed check would need to be undertaken and the Manor Park Residents Association would consider cost sharing if this was a certainty to happen.

The County Council confirmed that a speed check would be in the region of £400.00. They are to forward data they hold for this area for information purposes. It was also confirmed that they have in the past worked with parishes who have paid for similar checks. The prospect of a 20mph limit would depend on the data collect in the first instance.

4.0 CONSIDERATION OF THE POSSIBILITY OF A 20MPH SPEED LIMIT ON ALL ESTATE AND RESIDENTIAL ROADS IN THE TOWN.

The County Council stated that it would be unlikely that there could be a blanket 20mph speed limit across the town and the Council should initially concentrate on hotspots.

5.0 VACANCY OF THE SCHOOL CROSSING PERSON AT MANOR PARK

The attention is drawn to the vacancy of the school crossing person at Manor Park update.

The County Council had received a couple of applicants earlier in the year but were subsequently withdrawn. Since then the school has confirmed that they no longer wanted a patrol person as they were managing without one, they feel that children and parents are taking more responsibility when travelling to and from school and are happy with the current situation.

As the site does not meet East Sussex County Council criteria for the provision of a patrol, the site would need to be sponsored, which is optional for the schools and as a result County is not actively seeking to recruit.

Should the Town Council or County Councillors wish to discuss sponsorship it is recommended that they speak with the school first and then the School Crossing Supervisor who would be happy to advise further.

6.0 NEW TOWN/FRAMFIELD ROAD – LEFT HAND FILTER

It was confirmed that the filter is working successfully however, there were complaints that the cars parked outside the shops nearby were impeding the filter. The County Council confirmed that they are looking at strategic issues within the town.

7.0 EASTBOURNE ROAD – RIDGEWOOD – TRAFFIC ISSUES

Concern was expressed regarding speeding traffic heading out of the town towards Fernley Park. It was reported that Uckfield Town Council is currently discussing speed reduction issues in the town.

8.0 DRAIN AND GULLY CLEARANCE

It was confirmed that the clearance of the drains would take place throughout August and the concerns about the drains on the Lewes and Eastbourne Road are to be reported to the County.

9.0 ANY OTHER BUSINESS

A question was asked as to who decides on the classification of urban and rural verges, unfortunately this was not known.

Land Ownership

Uckfield Town Council had received an enquiry as to the ownership of two areas of land in the town which are currently unmanaged. The Highway Steward is to be asked to clarify.

10.0 DATE AND TIME OF NEXT MEETING

9th January 2018 in the Oakleaf Room at Civic Centre Uckfield at 9.15am.

Meeting finish at 10.15am.

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UCKFIELD TOWN COUNCIL



OPEN SPACES LETTINGS POLICY

Policy Number 60		
Issue No.	Date completed	Details of amendments
1	26.05.09	EL.007.05.09
2	01.11.10	EL.043.11.10
3	29.05.13	

1.0 INTRODUCTION

1.1 The Town Council owns several open spaces that can be let for a variety of non-sporting meetings or events. These lettings generate income for the Council. Separate terms and conditions apply to the provision of sports pitch bookings.

1.2 This policy sets out the letting procedure for these open spaces and clarifies the Council's position on charging for use.

2.0 OPEN SPACES

2.1 The Council owned open spaces available for lettings are:

- Luxford Field
- Victoria Pleasure Ground
- West Park Recreation Ground
- Harlands Farm
- New Barn
- Ridgewood Recreation Ground

3.0 REGULATIONS

3.1 All users are bound by the rules and regulations governing the use of the open spaces and incorporated into these conditions.

4.0 INTERNAL AND EXTERNAL BOOKINGS

4.1 Bookings may be internal or external. Internal bookings are the Council's own bookings, e.g., Road Safety Week.

5.0 CHARGES

5.1 External bookings will be charged at either commercial or non-commercial rates.

5.2 All charges are with effect from 1st April each year. Each booking will be charged at the rate in effect at the date of the event (not the charge in effect at the time of booking).

5.3 The commercial hire rate will be charged where the organisation making the booking will be charging delegates or visitors a fee or charge for attending the event, or are made by commercial companies or businesses as part of their day-to-day business, i.e., funfairs, etc.

5.4 The non-commercial rate will be charged where the organisation making the booking is:

- A local community organisation, society or club.
- Non-profit making or has charitable status which can be verified.
- A member of the public wishing to hold a private meeting or event or party.
- A local, district or county council, health authority, school or other statutory body.

6.0 BOOKING PROCEDURE

- 6.1 All bookings must be made prior to the meeting or event taking place.
- 6.2 The following procedure for bookings and payment shall generally/where applicable apply to all bookings.
 - 6.2.1 Hirers must be 18 years of age or over.
 - 6.2.2 All bookings will be deemed to be “provisional” until completed and signed forms are returned from the hirer. Provisional bookings will be held open for a period of 14 days from the issue of the booking forms.
 - 6.2.3 A signed confirmation copy will be sent to the hirer.

7.0 PAYMENT

- 7.1 Hirers will be invoiced for the hire charge payable, at least 28 days prior to the booking and paid in full within 14 days. All payments must be made in advance of the booking date.

8.0 CANCELLATIONS

- 8.1 Hirers may cancel bookings by telephone, by fax, by email or in person by visiting the Council Offices. Staff will attach notification of the cancellation, including details of when it was made and by whom, to the original booking form.
- 8.2 Cancellations made within 14 days of the actual date of the booking will incur the full cost of the hire charge as previously invoiced.
- 8.3 The Council reserves the right to cancel a booking if it is found that the information as to the proposed use, maximum numbers attending or any relevant factor given at the time of booking was incorrect.
- 8.4 The Council reserves the right to cancel a booking if there is any outstanding invoice for the date of hire, or if the hirer has other invoices outstanding for previous bookings which the Council is actively pursuing in accordance with the Late Payments (Bad Debts) Policy No. 41.
- 8.5 The Council reserves the right to cancel a booking to undertake any emergency work or repairs that may be required. Every effort would be made to find an alternative venue for the hirer within other Council open spaces as appropriate.
- 8.6 The Council reserves the right to cancel bookings at any of its open spaces in the event of a disaster (e.g. flooding).

9.0 PURPOSE OF HIRE AND SUBLETTING

- 9.1 The hirer shall not, without previous consent in writing from the Council, use the open spaces for any other purpose other than that stated on the booking form.

- 9.2 The hirer shall not, without previous consent in writing from the Council, under-let or part with possession of the open spaces or any part thereof to any other person or organisation.

10.0 MAINTENANCE OF GOOD ORDER

- 10.1 The Council reserves the right to remove or cause to be removed from its open spaces any person without given reason for doing so.
- 10.2 The hirer is responsible for the maintenance of good order and ensuring there are adequate responsible persons for the proper supervision of the match or event, if appropriate before and after the period of hire.
- 10.3 The hirer is responsible for ensuring that any persons under 18 years of age are properly supervised at all times during the match or event, and, if a bar is available, that no persons under 18 years of age buy alcohol or consume any alcohol bought for them from the bar.

11.0 PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY

- 11.1 The use of the Council's open spaces and equipment is permitted entirely at the user's own risk and the Town Council shall not be liable for any personal injury to any user, or for any loss or damage to any user's property (whether they be the hirer, employee, invitee or associate of the hirer.)

12.0 SECURITY

- 12.1 Where keys to open spaces are issued to a hirer, either for a short term booking or for a seasonal booking, the Council reserves the right to make a refundable security charge for the return of the key.
- 12.2 The hirer is responsible for ensuring that the open space is locked and secure at the end of their booking, and that the key(s) are returned to the Council offices promptly.
- 12.3 The hirer should inform the Council offices as soon as is practicable if keys are lost or misplaced. The Council reserves the right to retain the security charge (if levied) if keys are lost, and also to charge the hirer any additional costs incurred in replacing keys or locks in the event that keys are lost during the period of hire.
- 12.4 Where it is felt that a refundable security charge should be made, these charges will be as follows:

Short term hirers (1 - 4 dates hired)	£5 per key
Seasonal hirers (5+ dates hired)	£20 per key
Replacement of lock	Charged at cost

13.0 CATERING

- 13.1 The Council is unable to provide catering at any open space. However, there are tea rooms and a kitchen at both pavilions which can be hired.

- 13.2 Hirers may not sell or provide alcoholic drinks at any open space unless prior permission has been sought from the Council and the relevant licences obtained.

14.0 BROADCASTING AND FILM RIGHTS

- 14.1 No person or body hiring any open spaces shall grant broadcasting (sound or television) or film rights without the prior written consent of the Council.
- 14.2 If such consent is given, the Council reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to share in any income and publicity derived therefrom.

15.0 PUBLIC PERFORMANCE AND COPYRIGHT WORKS

- 15.1 The Council will not include events on its *PRS For Music* declaration that are organised by a hirer.
- 15.2 In these cases, the Council is obliged to provide the details of any events for which it provides permission to be held to *PRS For Music*. These details must be provided on the Council's booking form in advance of the meeting or event taking place, including the contact details for the organiser and the dates of the event.
- 15.3 It is a condition of the Council's hire agreement that the organiser must arrange a *PRS For Music* licence if required. *PRS For Music* can be contacted at: Performing Right Society Limited, 29-33 Berners Street, London. W1T 3AB. www.prsformusic.com
- 15.4 The Council requires that the hirer shall observe all Acts of Parliament, regulations and byelaws applicable to public entertainment including music, singing and dancing in public places.

16.0 SERVICES AND ALTERATIONS

- 16.1 No additions or alterations shall be made to services and no alterations shall be made to the open space or to any of property of the Council.
- 16.2 No equipment or materials requiring attachment to the open spaces shall be installed except with the prior express permission in writing from the Council, and upon such terms and conditions as shall be stipulated and to the entire satisfaction and under the supervision of the Council.
- 16.3 The Council reserves the right to request from the hirer a copy of the current portable appliance test certificate for any electrical equipment that will be brought onto and used on any Council owned open space.
- 16.4 The Council maintains and provides an electrical box on Luxfords Field that may be used by hirers using the field for fetes, etc. The Council will ensure that the meter is read immediately prior to and immediately after any such hiring and will recharge any electricity used to the hirer within 7 days of the date of hire. The Council will provide separate guidelines for use of the electrical box on Luxfords Field. (Appendix A)

17.0 MAKING GOOD OF DAMAGE

17.1 The cost of making good any damage to the open spaces shall be determined by the Council, and such costs shall be payable by the hirer within 14 days of being sent a written demand for such payment.

17.2 The Council reserves the right to charge a refundable deposit for use of open spaces that will be used for funfairs or other such events.

18.0 LITTER

18.1. Users of all open spaces are required to arrange their own collection and disposal of litter on the day that they vacate the site including:

- Not leave bins overflowing;
- Making arrangements for suitable containers/bags to be in place for the collection of litter during the event;
- To replace bags/empty the bins around the field if overflowing during or at the end of the event

Details of such arrangements should be forwarded to the Council prior to the event.

Failure to do so will result in the Council clearing such litter and recharging the organisation the full costs of such removal and also withdrawing their future use of the facility.

19.0 RIGHT OF ENTRY

19.1 The Council reserves (for any authorised Officer whether of the Council, Police, Fire or other statutory authorities) the right of entry at all times to Council owned open spaces and the right to require the hirer to refuse admission to, or remove from the open spaces, any disorderly person or persons or any article which, in the opinion of the Council, may cause danger or damage to the open spaces or the users thereof.

20.0 INDEMNITY AND INSURANCE

20.1 The hirer shall be liable for and shall indemnify the Council against any liability, loss, claim or proceedings whatsoever arising under any statute or any common law in respect of any default or injury howsoever or by whosoever caused or to any persons which shall occur whilst such person is in or upon any part of the open space, or in respect of any loss or other damage suffered or sustained by any person as a consequence of any such default or injury other than arising from the Council's negligence.

20.2 The Council reserves the right to require any hirer to produce evidence that the necessary insurances referred to in 19.1 have been taken out and are in force at all material times.

20.3 Hirers are advised to consult their insurers so as to safeguard themselves in the event of them being held liable for any claim, demand, action or proceedings in this connection.

21.0 FLY POSTING

- 21.1 The practice of displaying posters on vacant shop facilities, street furniture, builders' hoardings, trees, etc, without the consent of the local planning authority is illegal and makes the offender liable, on summary conviction, to substantial penalties.
- 21.2 The unauthorised display of posters may result in the cancellation of the booking to which the posters refer, and would be taken into account when considering future bookings of any Council open spaces.

22.0 LOTTERIES, RAFFLES AND GAMING

- 22.1 No gaming, betting games or lotteries shall be carried out on, or allowed to be carried out on Council owned open spaces, except those games made lawful by the Betting Games and Lotteries Act, and then only if the appropriate statutory provisions are complied with.

23.0 FUNFAIRS

- 23.1 The Council allows a funfair to be held on Luxford Field as part of the Uckfield Carnival celebrations, and will consider other funfairs using the field at other times during the year.
- 23.2 All applications will be considered on merit.
- 23.3 The fun fair proprietors shall:-
- i. Maintain a policy of insurance (a copy of which must be submitted to Uckfield Town Council a minimum of 21 days prior to the event), indemnifying the Council against any liability, loss, claim or proceedings, in respect of personal injury or death of any person, or damage to any property real or personal, arising as a result of the hirer's negligence or wilful default or that of their employees or volunteers.
 - ii. The minimum limit under (i) above to be £10,000,000, (ten million pounds), in respect of any one claim arising out of any one occurrence.
 - iii. No later than 21 days prior to the funfair arriving on site, pay to the Council the operating day charge, (excluding Sundays and the days set aside for erecting and dismantling).
 - iv. No later than 21 days prior to the funfair arriving on site, deposit with the Council the appropriate deposit. Such deposit will be returnable if no clearance or reinstatement work etc. is found to be necessary, but without prejudice to the Council's right to claim a further sum if works in excess of the deposit are found to be necessary as a result of the use of the site.
 - v. Provide current copies of the Engineers Equipment Inspection Certificates for all equipment and machinery entering the site at least 21 days prior to arrival on the site.
 - vi. Ensure that the daily records of equipment inspections are available for scrutiny by the Council at any time whilst on the site.

- vii. Ensure that the funfair complies with the Health and Safety at Work Act 1974 and any and all subsequent or subordinate regulations made under that Act, together with all duties within the Management of Health and Safety at Work Regulations 1999, provision and use of the Work Equipment Regulations 1998 and the Workplace Health, Safety and Welfare Regulations 1992.
- viii. Fire Safety – The proprietor shall also ensure that suitable and sufficient fire fighting equipment is provided for each fare paying facility. All such equipment to be maintained and available for use at clearly identified locations. A record of annual maintenance is to accompany each piece of equipment.
- ix. First Aid – The proprietor shall ensure that suitable and sufficient first aid equipment is provided for each fare paying facility. All such equipment to be maintained and available at clearly identified locations. A competent person, trained in first aid, must be appointed to inspect, replenish or replace first aid equipment.
- x. The proprietor shall also ensure that operating practices and procedures as set out in the Health and Safety Executive's Code of Practice for Fairgrounds and Amusement Parks, (HS (G) 81 refers), are adopted as the minimum operational standards for the conduct of their undertakings.
- xi. Provide sufficient competent supervisory personnel to ensure the safety and control of participants and members of the general public.
- xii. Ensure that the funfair does not come onto the site before and vacates the site by noon on the agreed dates. **No extensions to these dates will be considered.**
- xiii. Only open the funfair for business between the following hours:-
 - a. Weekdays 18.30 to 22.30 hours.
 - b. Saturdays and Bank Holidays 14.30 to 23.00 hours.
 - c. In the event that a "Happy Hour" is proposed the proprietor may be permitted to open the funfair for business from 13.30 hours on Saturday.
- xiv. Undertake not to open the funfair for business on Sundays.
- xv. Ensure that any amplification equipment is controlled to the satisfaction of the Council so as not to cause a nuisance to nearby residents or members of the general public.
- xvi. Ensure that all generators and associated equipment are fully serviced, fitted with efficient silencers and sound proofed as necessary.

- xvii. Ensure that all generators and associated equipment are sited as far as possible from houses, with vehicle cabs facing residential properties, with, wherever possible, operators' caravans being placed between the generators and the residential properties.
- xviii. Ensure that the siting of all equipment and displays is strictly in accordance with the instructions of the Council and undertake to immediately remove any article not so positioned.
- xix. Ensure that adequate toilet open spaces are available for use by persons accompanying the funfair and their personal visitors.
- xx. Ensure that no livestock shall be given away as prizes or sold.
- xxi. Ensure that all dogs are controlled so as to avoid causing a nuisance to any users of the site and ensure that they do not contravene any local bye-laws or dog control orders.
- xxii. In accordance with this policy, not to advertise the fun fair using the technique known as "fly posting". The practice of displaying posters without the consent of the local planning authority is illegal and makes the offender liable, on summary conviction, to substantial penalties. The unauthorised display of posters may result in the cancellation of the hiring to which the posters refer, and would be taken into account when considering future bookings.
- xxiii. Leave the entire site free from litter and in a clean and tidy condition and undertake to reimburse to the Council any costs exceeding the amount deposited for any additional work, site clearance or ground reinstatement etc., which may be found necessary as a result of the use of the site.
- xxiv. The proprietor will carry out all litter, rubbish and other clearance works on the day that they vacate the site, and will be responsible for any associated disposal charges.
- xxv. The Council reserves the right to withdraw permission, if, in its opinion, prevailing weather conditions are such that excessive damage could be caused to the field or its surroundings.

24.0 COMPLAINTS

- 24.1 Any complaint by the hirer in respect of the use of any of the Council's open spaces should be made in accordance with Council's Complaints Policy No.17, a copy of which is available from the Council offices.

APPENDIX A

INSTRUCTIONS FOR THE SAFE USE OF THE ELECTRICITY BOX ON LUXFORD FIELD.

To comply with the Town Council's Health and Safety Policy No.3, a copy of which is available from the Council offices, the following instructions **must be adhered to** by the hirer:

1. The key must be signed for using the attached form by the person named on the booking form and that person will be deemed to be responsible for the key at all times during the period of hire. The key should be returned to the Council offices as soon as is practicable after the event.
2. The door to the electricity box must be kept locked at all times, especially when in use.
3. There is a trap at the bottom left hand side of the door through which all cables should be fed. The trap can be opened and must be secured from the inside to prevent damage to cables. The trap must be closed and secured at the end of the period or hire.
4. All cables from the box crossing the public footpath must be covered so as not to be a trip hazard to members of the public and to prevent damage to cables.
5. The Council will read the meter at the start and end of the period of hire. Hirers are advised to check the readings and report any discrepancies to the Council offices immediately. Hirers will be invoiced for the number of units used.
6. The cost of repairs for any damage caused to the box in any way during a let or as a result of the hirer's failure to secure the box at the end of the period of hire, will be charged to the hirer.
7. The hirer shall indemnify the Council against all claims, demands, actions or proceedings in respect of death or injury to any person which shall occur during the period of hire or prior or subsequent thereto, if in relation to or by reason of the hiring.

LUXFORDS FIELD ELECTRICITY BOX KEY RECEIPT AND METER READINGS

Name:

Organisation:

Address:

Telephone:

Date of booking:

Booking No:

Date key collected:

Date key to be returned by:

Meter reading (start of hire):

Meter reading (end of hire):

Instructions for the safe use of the electricity box on Luxford Field.

To comply with the Town Council's Health and Safety Policy No. 3, a copy of which is available from the Council offices, the following instructions **must be adhered to** by the hirer:

1. The key must be signed for using the attached form by the person named on the booking form and that person will be deemed to be responsible for the key at all times during the period of hire. The key should be returned to the Council offices as soon as is practicable after the event.
2. The door to the electricity box must be kept locked at all times, especially when in use.
3. There is a trap at the bottom left hand side of the door through which all cables should be fed. The trap can be opened and must be secured from the inside to prevent damage to cables. The trap must be closed and secured at the end of the period or hire.
4. All cables from the box crossing the public footpath must be covered so as not to be a trip hazard to members of the public and to prevent damage to cables.
5. The Council will read the meter at the start and end of the period of hire. Hirers are advised to check the readings and report any discrepancies to the Council offices immediately. Hirers will be invoiced for the number of units used.
6. The cost of repairs for any damage caused to the box in any way during a let or as a result of the hirer's failure to secure the box at the end of the period of hire, will be charged to the hirer.
7. The hirer shall indemnify the Council against all claims, demands, actions or proceedings in respect of death or injury to any person which shall occur during the period of hire or prior or subsequent thereto, if in relation to or by reason of the hiring.

Signed (Hirer):

Date:

Key issued by:

Key returned:

Date:

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Meeting of the Environment & Leisure Committee

2nd October 2016

Agenda Item 7.1.

Wealden District Council Public Spaces Protection Order Consultation

1.0. Summary

- 1.1. The report sets out details of Wealden District Council's consultation on its Public Spaces Protection Order.

2.0. Background

- 2.1. Wealden District Council's current Dog Control Order, The Fouling of Land by Dogs Order 2013, is coming to an end shortly. The Anti-Social Behaviour Crime and Policing Act 2014 has provided the Council with powers to replace the 2013 order with a Public Spaces Protection Order.
- 2.2. The Council are therefore proposing to make a Public Spaces Protection Order covering the whole of Wealden.
- 2.3. The requirements of the Order are the same as those in place currently. The signage, penalties and methods of dealing with the issue of Dog Fouling will not require alteration.
- 2.4. If you wish to make a representation about the proposal please complete the questionnaire available at <http://www.wealden.gov.uk/ConsultationIndex.aspx>

Alternatively you may submit a paper copy of the questionnaire to:-
Street Scene Team, Wealden District Council, Vicarage Lane. Hailsham, East Sussex, BN27 2AX
- 2.5. If you should have any queries in reference to this consultation, you can contact the Council at: pspo2017@wealden.gov.uk or 01892 602735.
- 2.6. The consultation will run from 8 September 2017 and end on 6 October 2017

3.0. Recommendation

- 3.1. Members are asked to consider the report and advise the Clerk accordingly.

Contact Officer: Christine Wheatley

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Meeting of the Environment & Leisure Committee

2nd October 2016

Agenda Item 7.2.

Bio-degradable Dog Bag Dispenser Scheme

1.0. Summary

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

2.0. Background

- 2.1. A company contacted a Town Councillor regarding their dog bag dispensers after reading an article in the local paper following an Environment & Leisure Committee item regarding dog fouling.

- 2.2. The Company would supply the Council with dog bag dispensers and bags free of charge, which would be funded by community based advertising.

- 2.3. Each dispenser would have 3 advertisements on them, which the Town Council could approve in advance to ensure appropriate for the location etc. They have advised that no planning permission is required for the advertisements.

- 2.4. Bags are freely delivered, bio-degradable and can be composted.

3.0. The Agreement (attached)

- 3.1. 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 provide Tikspac with the contact details for their contractors / service providers / approved suppliers and any business licensed by them.
- The council agree to promote the project through their press office within four (4) weeks of signing the agreement.
- 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
- 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.

- 3.2. The Town Council is currently seeking legal advice regarding the Agreement.

4.0. Recommendation

4.1. Members are asked to note the report and advise the Clerk accordingly.

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 the _____ day of _____ **2015**

BETWEEN (The Parties):

- (1) _____, ENGLAND (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:

- Minimum of ten (10) 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 the contact details for their contractors / service providers / approved suppliers and any business licensed by them.
- The council agree to promote the project through their press office within four (4) weeks of signing the agreement.
- 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
- 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

Meeting of the Environment & Leisure Committee

2nd October 2017

Agenda Item 7.3

Lewes Road Twinning Sign

1.0. Summary

- 1.1. The report details the current situation regarding the siting of the twinning sign in Lewes Road.

2.0. Background

- 2.1. Earlier this year the Town Council replaced all the town's twinning signs to incorporate the french town of Arque la Bataille.
- 2.2. East Sussex Highways manufactured and installed the signs including the sign in Lewes Road. The original location in Lewes Road was no longer suitable as the new sign was much larger and this was moved to the opposite side of the road and erected near to the Horstedpond Farm entrance.
- 2.3. East Sussex received a complaint stating that the sign in its new location was impeding visibility from the farm entrance, and following a highway visit was removed. There was also some debate as to whether the sign was actually in the Uckfield or Little Horsted boundary, which has still not been clarified.
- 2.4. East Sussex Highways stated that due to insufficient room adjacent to the highway the sign can now only be installed at location 'C', although this area could technically be within the Little Horsted boundary. This location will also be the start of the 30mph speed restriction with road markings and red colour surfacing and could form a 'Gateway' feature.
- 2.5. At the Environment & Leisure meeting on 21st August it was agreed that: -

EL 78.08.17 Following further discussion it was **RESOLVED** that the twinning sign to be installed at location 'C'.

3.0. Update

- 3.1. East Sussex Highways were advised of the location and are now proposing the following:

"As part of the proposed 30mph speed limit on Lewes Road for the new Ridgewood development, to use the 'Welcome to Uckfield' sign as a gateway feature, will require a redesign. Our Transport Development Control Team would be happy to instruct the developer to include the 'Ridgewood Village' plate as part of these works and fully fund this.

As such, we suggest that the current sign to be put roughly where we think the 30mph will start on Lewes Road (although this may change after consultations) and if Uckfield Town Council are happy to wait for the speed limit proposals to be progressed (at some point next year), the re-design and adding the 'Ridgewood Village' plate can be funded by the developer as part of these works.

If the Town Council is happy for this, the sign will be erected in Lewes Road".

3.2. Costing for the Eastbourne Road "Ridgewood" sign only will then be obtained from East Sussex Highways.

4.0. Recommendation

4.1. Members are asked to note the report and advise the Clerk accordingly.

Contact Officer: Christine Wheatley

Meeting of the Environment & Leisure Committee

2nd October 2017

Agenda Item 8.1.

Hughes Way Play Area Update

1.0. Summary

- 1.1. The report details the current situation regarding the upgrade of the Hughes Way Play Area.

2.0. Background

- 2.1. Members will recall that HAGS/SMP have been appointed to upgrade the play area at Hughes Way.
- 2.2. We have been advised that it is anticipated that the equipment will arrive from the manufacturers towards the end of September. An on-site meeting with the contractors has been arranged for Wednesday 27th September to discuss the management of the installation. This is to include hours of work, site access etc. It is anticipated that works will commence mid-October, however a date has yet to be confirmed.

3.0. Recommendations

- 3.1. Members are asked to note the above report.

Contact Officer:

Christine Wheatley

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Meeting of the Environment & Leisure Committee

2nd October 2016

Agenda Item 8.2

Request from The League of Friends of Uckfield Community Hospital

1.0. Summary

- 1.1. The report sets out details of a request from The League of Friends of Uckfield Community Hospital asking for permission to plant a hedge on Council allotment land opposite the Ambulance Station.

2.0. Background

- 2.1. The League of Friends for some considerable time have been looking at ways in which to increase car parking at Uckfield Hospital. They have in the past approached the Town Council to possibly purchase some waste allotment land to turn into a parking area, however this did not proceed for various reason.
- 2.2. The League of Friends are close to acquiring a large grass verge opposite the ambulance station to turn into parking bays to help alleviate the acute problems at the hospital.
- 2.3. Planning approval has been sought from Wealden District Council subject to a planning condition. This condition requires the Friends to plant a hedge to the north-east boundary ie. the boundary between the proposed car park and the allotments:

Condition 4

Within 2 months of the commencement of works, a scheme of hedge planting along the North East boundary of the site shall be submitted to and approved in writing by the Local Planning Authority. These details shall include indications of all existing trees on the land, including those to be retained, together with measures for their protection which shall comply in full with BS5837:2012 Trees in relation to design, demolition & construction - Recommendations, in the course of the development, together with a scheme for the subsequent maintenance of any trees, shrubs and hedges retained on the site and any proposed to be planted as part of the approved landscaping scheme. Soft landscape details shall include planting plans, written specifications, schedules of plants - noting species (which should be indigenous), planting sizes and proposed density.

All planting, comprised in the approved details of landscaping shall be carried out in the first planting and seeding seasons following either the substantial completion of the development.

Any trees, hedges or plants which within a period of five years from the completion of development die, are removed, or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, unless the Local Planning Authority gives written consent to any variation. LA08(M)

REASON: To protect visual amenity and the character of the area and to ensure a satisfactory environment having regard to SPO2, SPO13 and WCS14 to the Wealden Core Strategy Local Plan 2013, Saved Policies EN14 and EN27 of the Wealden Local Plan 1998, coupled with the requirements of paragraphs 17 and 109 of the National Planning Policy Framework 2012.

- 2.4. In order to maximise the size of the car parking bays to facilitate access for the elderly, infirm and hospital patients they are requesting permission to plant the hedge on Council owned allotment land on the eastern side of the fence, and tight up to the fence. If this is acceptable to the Town Council they will be responsible for the cutting, upkeep and maintenance for the life of the hedge using the contractors whom we employ, to maintain other planted areas within the hospital.
- 2.5. Groundstaff have stated that the hedge would not impede the allotments, although there are blackberries along this fence line which would need to be removed. (Map attached)

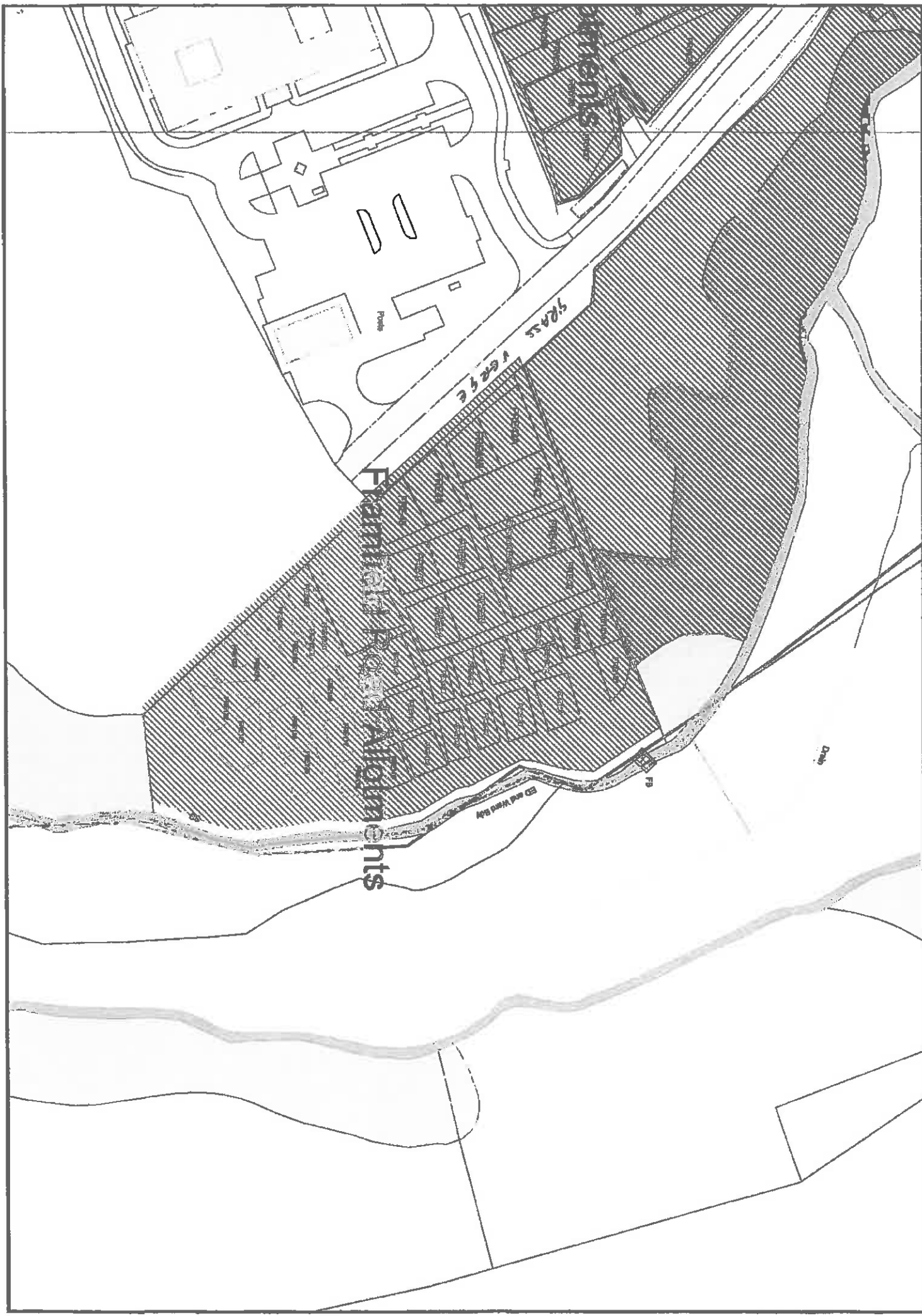
3.0. Recommendation

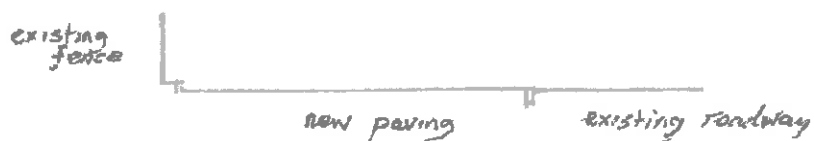
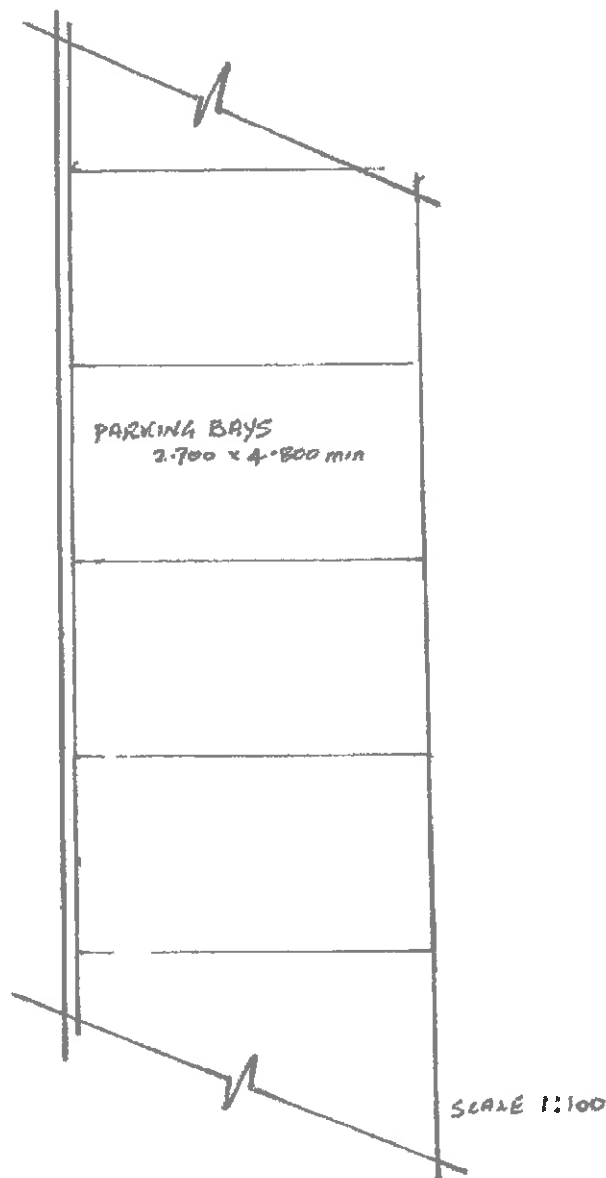
- 3.1. Members are asked to note the report and advise the Clerk accordingly.

Contact Officer: Christine Wheatley

Background Papers: Planning application WD/2015/0582/F

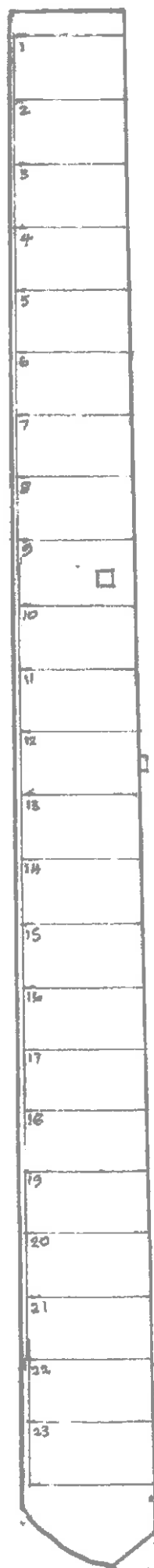
Planned Road Alignments





PROPOSED ADDITIONAL
CAR PARKING BAYS TO
ROAD VERGE FOR
UCKFIELD COMMUNITY HOSPITAL
FRAMFIELD ROAD
UCKFIELD
EAST SUSSEX TN22 5AW

18.01.15



Meeting of the Environment & Leisure Committee

2nd October 2017

Agenda Item 8.3

Request to rent allotment land to the rear of 155 Framfield Road

1.0. Summary

- 1.1. The report details a request from the new owners of 155 Framfield Road to rent allotment land to the rear of their property.

2.0. Background

- 2.1. The Town Council currently has a policy to allow residents who live in Framfield Road and back onto the allotments to rent an area of land to the rear of their gardens.

- 2.2. Only a few residents rent an area of land which is accessed by a gate in their boundary. This is formalised by a Licence Agreement and subject to an annual rent, which is currently £17.52. This is increased annually in line with all other fees and charges.

- 2.3. The previous owner of 155 Framfield Road had an agreement dating back to 2005.

- 2.4. Shortly after this date the resident installed a large garden shed and completely fenced the land with no access gate.
When asked to remove the fence the resident stated that they had a dog and wanted the area to be secure, and asked permission for the fence to remain.
The Council subsequently allowed the fence to remain with the following clause in the Agreement: -

Due to your specific circumstances, the Council has agreed to waive the requirement for a gate between "the Land" onto the allotment land on this occasion. Should your specific circumstances change the Council will request that a gate be installed.

- 2.5. The property has now been sold and as the Licence Agreement is not transferrable the new owner is requesting permission for a licence.
- 2.6. A copy of a Licence Agreement and pictures of the area are attached.
- 2.7. This could now be an ideal time not to allow the land to be totally enclosed and the new owner be asked to remove the fence, or install a gate.

3.0. Recommendation

- 3.1. Members are asked to note the above report and consider the following: -
 - a) the resident be asked to remove the fence back to their boundary in accordance with clause 4 of the Licence Agreement;
 - b) should a Licence Agreement be granted to the new property owner?

Contact Officer: Christine Wheatley

LICENCE TO USE LAND AS A GARDEN

This LICENCE is made this day of..... BETWEEN

1. Uckfield Town Council of Civic Centre, Uckfield, East Sussex TN22 1AE ("the Owner") and
2. ("the Licensee")

NOW IT IS AGREED as follows:

1. Grant

The Owner grant to the Licensee permission to enter on the piece of land at the rear of No..... Framfield Road adjacent to Bird In Eye Allotments, at the point where the Council's land adjoins Framfield Road, Uckfield, shown denoted red on the plan annexed to this agreement ("the Land") to use the Land as a private garden and to pick and carry away flowers, vegetables and other produce grown there, but not so as to exclude the Owner who may continue to visit the Land and use it for normal recreation jointly with the Licensee.

2. Payment

In consideration of the grant of this licence, the Licensee must pay to the Owner, the sum of £..... on 1st October annually, the first date for payment to be made on 1st November 2....

This payment is based on half the charge for a full allotment and may change annually.

3. Nuisance

The Licensee must not do anything on the land which may cause a nuisance, damage, disturbance, inconvenience, discomfort or annoyance to the Owner or any occupant of nearby premises.

4. Building

The Licensee must not erect any building on the Land without the written consent of the Owner. Any building or fence erected with such consent must be removed on termination of this Licence.

5. Accident Liability

The Owner is not liable for any accident, loss or damage suffered by the Licensee using the Land.

6. Indemnity

The Licensee must indemnify the Owner against all actions, proceedings or claims by any third party arising from misuse of the Land.

7. Determination

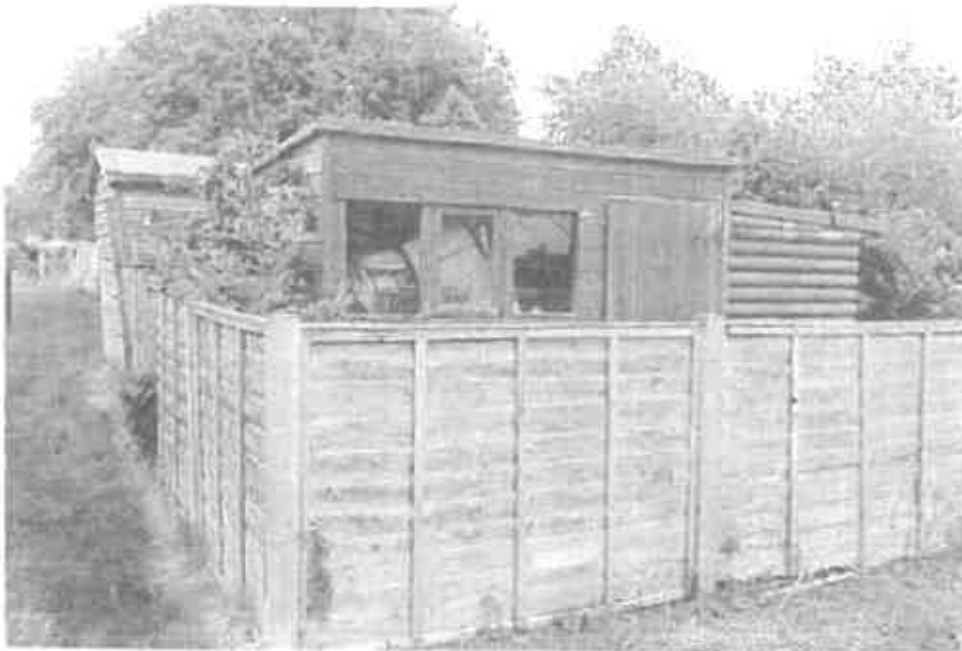
This Licence is to continue until terminated by one month's notice in writing by either party to the other.

8. Relationship

Nothing contained in this Licence is to create the relationship of landlord and tenant.

9. Personal Agreement

This Licence is personal to the Licensee and no person other than the Licensee and his or her family may use the Land.



Pictures of allotment land to the rear of 155 Framfield Road.

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Meeting of the Environment & Leisure Committee

Monday 2nd October 2017

Agenda Item 10.1

REPORT OF THE UCKFIELD RAILWAY LINE PARISHES COMMITTEE

1. Towards the end of 2015 the Department for Transport, with the support of the Chancellor of the Exchequer, ordered up a Study by a group of transport consultants. Their brief was to carry out a strategic study into improving rail links between London and the south coast. The Study was targeted at the Brighton Main Line corridor, upgrades to existing routes, and the BML2 proposal. The consultants were also asked to re-assess proposals for reopening the rail link between Lewes and Uckfield.

2. The Study report was completed and submitted to the DfT in April 2016 and it was eventually published in March this year.

3. Amongst the aims and objectives of the Uckfield Railway Line Parishes Committee (URLPC) are a need to secure the future of the Line, to campaign for service improvements, to campaign for extension and expansion of the Line (to include a direct service to Lewes and to Brighton, access to Tunbridge Wells, and a direct link into the business hub of London in the Canary Wharf area)

4. The URLPC was disappointed that the consultants' report "found there is a poor transport case for reopening the Lewes to Uckfield line, and for National Rail services between Eridge and Tunbridge Wells". However, the consultants offered up a suggestion in Section 6 of the Report that could tip the balance in favour of reopening both lines as a part of the National Rail system.

5. The consultants have said "a stronger case could potentially be built by harnessing the economic growth agenda, rather than just traditional transport benefits"

6. The suggestion is that for Uckfield/Lewes and Tunbridge Wells/Eridge to proceed "local authorities and Local Enterprise Partnerships need to lead on determining how improved regional connections can contribute to economic growth, and how this investment can be funded". There is no indication of which organisation should take the lead in pursuing this suggestion.

7. The URLPC has therefore decided that it should promote the commencement of actions to take up the consultants' suggestions, and it is calling on the local authorities represented on the URLPC to garner support from across the political and business spectrum for taking the railway case into discussions with the Local Enterprise Partnership for East Sussex and Kent.

8. RECOMMENDATIONS

a) that this Council reaffirms its commitment to the Aims and Objectives set out in the Uckfield Railway Line Parishes Committee Constitution

b) that this Council opens up discussions with the District and County Councillors representing its residents with the aim of gaining their support for the 'economic growth' suggestion in the London and South Coast Rail Corridor Study published earlier this year, and at the same time,

c) that this Council engages in discussions with the local MP to ascertain the level of support s/he can provide to further this issue

d) that this Council contacts the relevant Local Enterprise Partnership in order to open up meaningful discussions based on responses to b) and c) above.

September 2017

Appendices

Appendices A & B -

Uckfield Railway Line Parishes Committee Constitution and Aims and Objectives

Appendix C -

Section 6.5 from the L&SCRC study report

UCKFIELD RAILWAY LINE PARISHES COMMITTEE

Constitution and Rules

1. NAME

The name of the Committee shall be the Uckfield Railway Line Parishes Committee, hereinafter referred to as "the Committee".

2. OBJECTIVES

The Objectives of the Committee shall be:

- + to secure the future of the Uckfield Railway Line from Hurst Green to Uckfield

- + to campaign for improvements to the Line's service

- + to campaign for extension and expansion of the Line, to include a direct service into Lewes and Brighton, and access to Tunbridge Wells

(a detailed set of Aims and Objectives is contained within the Appendix attached hereto)

3. POWERS

- + To publicise and promote the work of the Committee

- + To invite and receive contributions to finance the work of the Committee, and to open a Bank account to manage such funds

- + To work with voluntary groups/organisations with similar Aims and Objectives, and to exchange information, advice and knowledge with them

4. MEMBERSHIP

Voting

- + No more than two representatives per Local Authority

(NB: there is no restriction on which Local Authority, but it is expected that it will be along the route of the current (July 2013) Line and/or share the Committee's stated Objectives for expansion and extension of the Line)

Non-voting

- + No more than two representatives from the current (at the time) Train Operating Company
- + No more than two representatives from the Sussex Community Rail Partnership
- + No more than two representatives from each voluntary organisation which supports, or broadly supports, the Aims and Objectives of the Committee
- + Ex-officio members of the Committee, appointed with the agreement of the Committee

5. SUB-COMMITTEES

The Committee may, by agreement, set up a Sub-Committee(s) for the purpose of focussing on a particular issue. A Sub-Committee has no power to make decisions and must report in writing to the main Committee.

6. OFFICERS

The Committee shall appoint at the Annual General Meeting:

- a) a Chairperson
- b) a Treasurer
- c) a Secretary

An Officer must be a voting member or ex-officio member of the Committee.

Additional Officers may be appointed with the agreement of the Committee.

7. MEETINGS

- + The Committee shall meet every other month, usually during the second full week of the month.
- + Members shall be given at least seven days notice of a meeting, unless Committee Officers have deemed it necessary to call an emergency meeting.
- + Committee decisions must have the support of 50% plus one of the members entitled to vote. Voting shall be taken via a show of hands

- + The quorum for a meeting is one-third of the voting membership
- + The Annual General Meeting will be held in September. Notice of the Annual General Meeting will be given at least fourteen days prior to the meeting. A Special General Meeting can be convened by Officers, providing at least fourteen days notice is given

8. FINANCE

- + Any money acquired by the Committee shall be paid into an account operated by the Treasurer. The account will be administered by three signatories. A transaction can be completed by one signatory.
- + All funds must be applied to the Committee's Aims and Objectives
- + Income/expenditure shall be the responsibility of the Treasurer. Official accounts will be maintained and will be independently examined by an accountant who is not a member of the Committee. An annual financial report shall be presented at the Annual General Meeting. The Committee's accounting year shall run from 1 August to 31 July
- + An annual membership subscription shall be set at each Annual General Meeting

9. ALTERATION OF THE CONSTITUTION

Any change to this Constitution must be agreed by a majority vote at an Annual General Meeting or Special General Meeting

10. DISSOLUTION

The Committee may be dissolved by a majority vote of members entitled to vote at a Special General Meeting. Any assets or remaining funds after debts have been paid shall be returned proportionally to their providers

11. MISSION STATEMENT

(TO BE AGREED)

This Constitution was adopted at a meeting of the Committee held on
at the Buxted Reading Room

Signed: Chairperson

Sigend: Treasurer

Signed: Secretary

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Appendix to the Constitution

UCKFIELD RAILWAY LINE PARISHES COMMITTEE

Aims and Objectives (as at July 2013)

At all times

- * to preserve and enhance services on the Line
- * to support local groups and organisations which seek to work with and for the Line and/or railway in general, and its passengers
- * to participate fully in all relevant consultations on matters affecting the Line, its stations, and its services
- * to raise public consciousness about issues on the Line by being outgoing and communicative
- * to be a reliable source, particularly for the media, of data and information regarding the operation of the Line, and for rail transport links from the South Coast to London via Uckfield
- * to work with railway groups in other areas who are broadly campaigning on the same issues
- * to consider other forms of revenue generation

Short Term

- * provision of a transport hub with a large car park on the old station site in Uckfield
- * the provision of earlier services on Sundays
- * the provision of more rolling stock as a part-solution to capacity problems
- * better access arrangements for customers with a disability

Medium Term

- * overcome the shortage of car parking spaces at relevant stations along the Line
- * improvement in public transport interchange at railway stations along the Line

Long Term

- * the reinstatement of the Uckfield to Lewes railway line, along with groups/organisations with the same broad aim
- * the re-doubling of the track on the single track sections of the Line, and its conversion to electric traction
- * the reinstatement of the Eridge to Tunbridge Wells railway line
- * to work with the BML2 campaign group for the achievement of a direct route into Brighton along the Uckfield Line
- * construction of a new rail route between Croydon and London

ENDS

Appendix to the Constitution

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- * construction of a new rail route between Croydon and London

ENDS

6.5 STAKEHOLDERS' VIEWS

Reopening of Lewes-Uckfield and Eridge-Tunbridge Wells remains an aspiration of some local stakeholders, in order to:

- Provide improved local connectivity between towns, particularly if a link to Tunbridge Wells is also made, establishing the town as the 'centre of the Weald'
- Help to mitigate general highway congestion in the area
- Support regeneration, particularly the Enterprise Zone at Newhaven
- Provide a diversionary route during planned or unplanned disruption on BML.

Some stakeholders, including local authorities, have concerns about the outcome of the 2008 study into Lewes-Uckfield reopening. This is one of the drivers for the latest proposals that include direct links to Brighton. Their concerns include (in no order of importance):

- The ridership potential, and the resilience benefits as a diversionary route, would both be greater if services ran to Brighton, the single most important destination in the southern part of the study area. The City of Brighton and Hove is significant as:
 - An employment centre, with 155,000 jobs. This is more than Portsmouth, Southampton, Reading or Croydon, and third largest in the south east region after London and Milton Keynes¹⁵.
 - A further/higher education centre, including the University of Sussex and the University of Brighton, with key campuses close to stations at Falmer and Moulsecoomb as well as in central Brighton.
 - A visitor destination, with around ten million tourism trips per year¹⁶.
- The demand growth picture has changed. Demand growth is accelerating generally, and additional housing development is now planned (or emerging in forthcoming plans).
- The resilience benefits, regeneration benefits and connectivity (i.e. access to jobs and services) benefits were seen as having been underplayed in the 2008 study. Furthermore, there is now an enterprise zone at Newhaven.
- Reopening is seen as a necessary component of a sustainable transport policy, in the context of concerns over highway capacity constraints. While there are no specific development sites whose delivery requires this reopening, overall growth and congestion issues will demand a general level of investment in alternatives to car travel.
- Finally, the reopening should be seen as a component of a wider package (including redoubling and electrification, a Tunbridge Wells link or ultimately perhaps the full BML2 scheme), and to assess it in isolation is considered a limitation of work to date.

Other stakeholders point to factors acting against the Lewes-Uckfield reopening:

¹⁵ Local area data LI01, Local labour market indicators by unitary and local authority. ONS. Figures are 2013 jobs for the relevant local authority areas. <http://www.ons.gov.uk/ons/rei/subnational-labour/regional-labour-market-statistics/january-2016/rli-in-table-li01-january-2016.xls>

¹⁶ The Economic Impact of Tourism: Brighton & Hove 2012, Section 1.2. Tourism South East, for Brighton and Hove City Council, undated. http://www.coast2capital.org.uk/images/Brighton_Hove_Tourism_Economic_impact_Estimates_2012.pdf.

The 2008 study identified a poor BCR (much less than 1), and circumstances would have to change very significantly to bring the BCR up to a viable level (normally 2 or above).

- Journey times between Lewes / Eastbourne / etc and London would be longer via Uckfield than via BML.
- Both Network Rail and GTR consider that the resilience benefits are limited.

6.6 RECOMMENDED WAY FORWARD

A NEW APPROACH TO LEWES-UCKFIELD

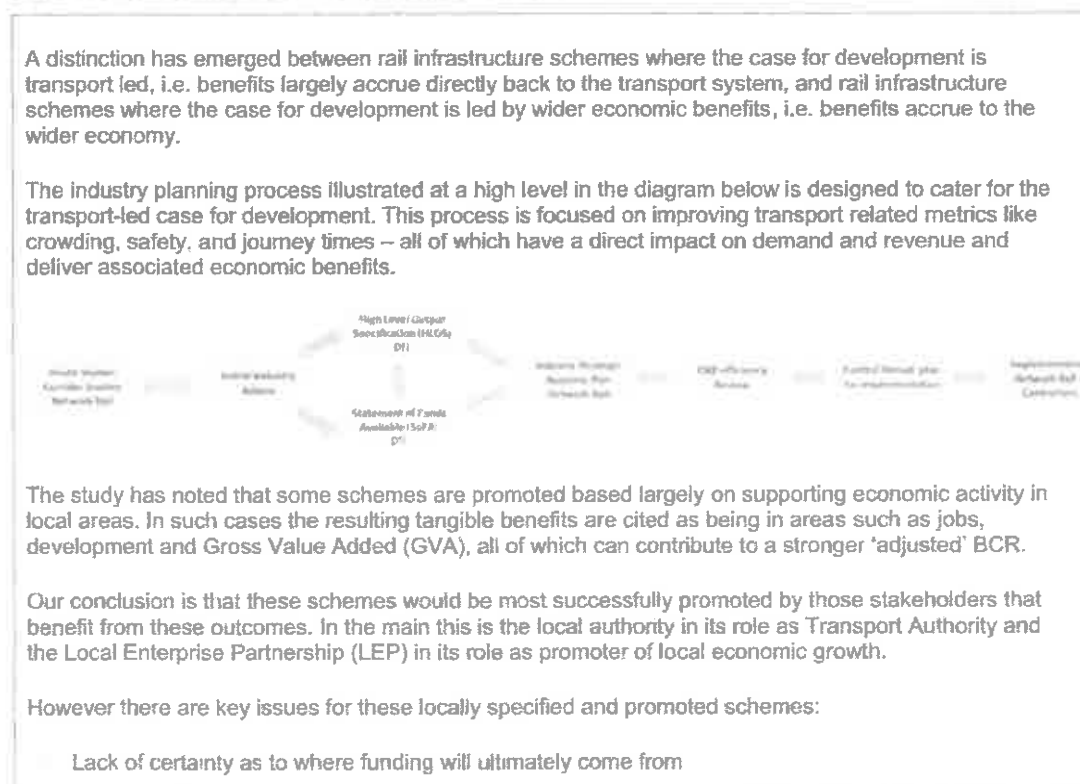
Our analysis has shown that core demand is expected to be relatively low for a reopened Lewes-Uckfield line, and that the traditional transport case for the scheme is likely to be relatively poor. In this regard, our conclusions are similar to the 2008 study.

However, we recognise that some of the circumstances have changed since the 2008 feasibility study. In particular, strong interest from stakeholders in a direct service to Brighton, and the emergence of a range of infrastructure options to allow this, means Uckfield-Lewes(-Brighton) represents a different economic opportunity to what was assessed in 2008.

The growth and devolution agendas mean that not only are the wider economic impacts of transport investment accepted, but also that local authorities, LEPs and Combined Authorities are increasingly tasked with leading the agenda.

Meanwhile, although there is still strong government support for and funding of rail schemes, the focus is increasingly on funding packages involving development contributions, other local funding, and locally-determined use of central funding pots. This is explored further in Figure 27.

Figure 27: The Transport Case within the Economic Case



- Difficulty in measuring benefits that accrue to the schemes
- Lack of payback for any private sector investor

Ultimately it would appear that Central Government may still be the source of funding but not necessarily via a transport-related 'pot'. We have noted rail schemes being developed under the following funding sources:

- UK Government's Growth Deal
- UK Government's City Deal
- UK Government's Devolution proposals

Almost without fail the key to unlocking these sources of funding would be the need to develop robust business cases following Central Government's five-case business case model, supported by an economic appraisal following DfT's WebTAG guidance.

There are two aspects to the economic growth agenda:

- ◆ Increased economic output (GVA) per capita, created by new connections (bringing people and businesses closer together in time terms, even if not in physical terms) having agglomeration effects and raising productivity levels.
- ◆ Accommodating and attracting additional housing and jobs. The extent to which this can be done here, and is acceptable in order to secure the desired investment, is ultimately for the region's planners and stakeholders to judge, as well as relying on local communities' willingness to accommodate growth.

If there is enough local support for Lewes-Uckfield to proceed, all these factors add up to the need for an entirely new approach; not simply an updated feasibility study. This new approach would consider the need for the investment within the context of the region's economic ambitions.

Figure 28 summarises how we see this new approach working. Figure 29 illustrates the connectivity issue and how it is different from the 2008 approach.

Figure 28: Transport as a potential enabler of economic growth

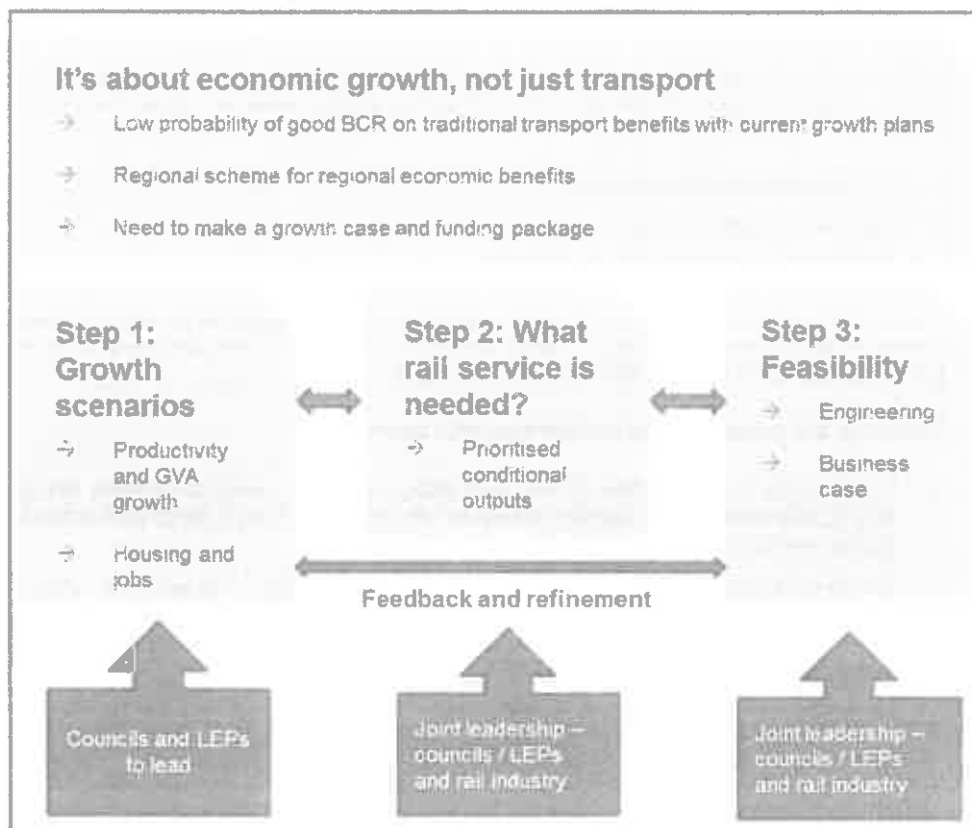
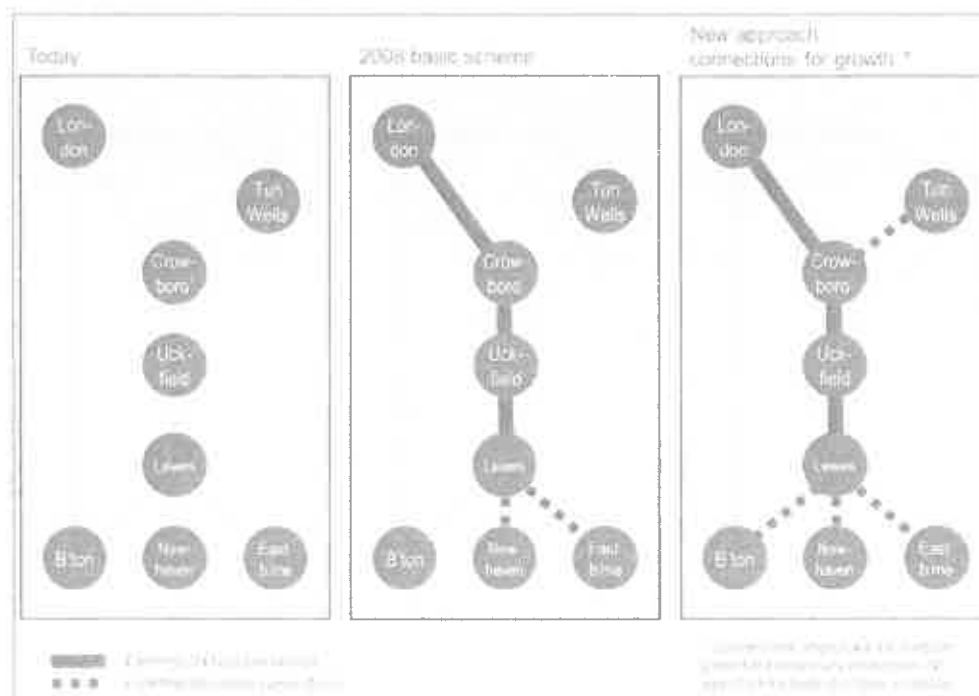


Figure 29: Connections for growth



The three key steps are:

- In Step 1, the region's stakeholders identify potential economic growth scenarios, including support for significant additional housing and anticipated job creation.
- In Step 2, the rail services needed to support those scenarios are identified and prioritised as Conditional Outputs. These are service requirements that are subject to identifying a feasible and affordable scheme to deliver them and may be adjusted in the light of engineering development.
- In Step 3, investment schemes to achieve the Conditional Outputs would be identified, developed and assessed through the usual Governance of Railway Investment Projects (GRIP) processes.

The recent ACES study¹⁷ made some initial progress in this regard, looking at comparative rail-car journey times on a Tunbridge Wells-Uckfield-Lewes-Brighton axis. It identified that there was potential for rail to be very competitive relative to car on a number of these flows.

However, further stages are required to identify (for specific flows and under the different growth scenarios) indicative time savings, demand, transport user benefits and GVA benefits. This would then allow specific and prioritised Conditional Outputs to be agreed.

The new approach will also need to:

- Be a joint effort between the rail industry and local authorities / LEPs, so that each are engaged, each can lead where they are best placed, and each can buy in to the other's technical assessments.
- Be locally led overall, and particularly in the first stage to identify economic growth opportunities and connectivity aspirations.
- Learn from projects of a similar nature, including the development of the proposed East West Rail network's central section between Bedford and Cambridge.
- Assess (and wherever possible, monetise) the potential resilience benefits in a transparent way, even if these are ultimately found to be a negligible figure.
- Identify a funding package covering both capital costs and any ongoing operational support required.
- Assess links between East Coastway towns and Brighton in the same way, to help prioritise use of East Coastway capacity into Brighton. Our capacity analysis highlighted the potential trade-offs in use of East Coastway capacity. Adding Uckfield line trains may impose an opportunity cost against alternative improvements to connectivity between Newhaven/Eastbourne/Hastings and Brighton. The intention is not to bring all East Coastway issues into the mix, but rather to confirm what the Step 2 priorities should be.
- Take account of the impact of any capacity requirements imposed on the existing section from Uckfield northwards.
- Answer the question "What level of housing and employment growth along the Tunbridge Wells-Uckfield-Lewes-Brighton corridor would be needed in order to create viable demand levels and a viable funding package?" This will help stakeholders to understand the potential for securing Lewes-Uckfield reopening and potentially also the Tunbridge Wells link as part of a wider sustainable development package focused around rail links. The ability to do this, and the preferred scenario, will be for the region's planners and stakeholders ultimately to judge.

¹⁷ *Access and Connections East Sussex*. JRC Ltd for Railfuture, July 2013.

- Consider the overall public transport connectivity picture, taking account of parallel bus services. In particular, route 29 provides Brighton-Lewes-Uckfield-Crowborough-Tunbridge Wells services, broadly half-hourly Monday to Saturday and hourly on Sundays with variations at peak times. Routes 28 and 29B provide additional services on part of this corridor. Rail will offer substantially shorter in-vehicle times for many journeys, particularly to Brighton, but in some intermediate locations the bus route is more conveniently located than the station (such as for parts of Uckfield and much of Crowborough). The potential for the bus service to be weakened, and the potential impacts on intermediate locations not served by the railway, should be considered as a risk.

As noted in Figure 27, any scheme that emerges from this new approach may be best sponsored (i.e. promoted and 'cliented') or co-sponsored by local/regional partners, rather than through national transport investment processes such as the High Level Output Specification (HLOS). This is particularly true in the current policy and financial climate, because:

- Its role would be primarily regional, and supporting economic growth rather than simply transport needs
- The devolution agenda points to local leadership of schemes such as this
- Given the focus of the scheme, and wider pressures on central government budgets, the funding package is likely to be primarily locally-based (including, in this context, devolved funds or non-transport grants, even if they ultimately come from national-level sources as described in Figure 27)
- Central government and the rail industry are already committed to an extensive and challenging programme of investment and change. It may not be possible in the near future for those parties to take on sponsorship of all new schemes.

The regulatory framework allows for third party sponsorship of projects¹⁸. It allows debt-financing either conventionally through the Regulatory Asset Base (RAB), subject to Government approval, or through non-RAB-based commercial arrangements. The scope for RAB-based debt finance is increasingly constrained, particularly since Network Rail's reclassification into the public sector, and a non-RAB approach may be appropriate here. Governance can be through Network Rail's network licence (monitored by ORR), or through contractual mechanisms (monitored by the sponsor).

However, it is rare for parties outside national government or the rail industry to sponsor large rail projects (on the scale of a new line), because of their specialist nature and the interfaces with the operational railway. Options include seeking co-sponsorship with DfT, or an industry partner such as a train operator to act as sponsor's agent.

It is also possible for a third party to directly deliver an enhancement, through either conventional procurement routes or alternatives such as design-build-finance-operate (DBFO). However, this too is rare on the national network and Network Rail is normally engaged for delivery.

The focus of our proposed approach is on providing additional connections within the Weald/Brighton area. The packages we have assessed do not require additional paths into London from the Uckfield line.

In the medium or long term, Network Rail's BML Upgrade will create additional paths into London. These could in principle be used for Uckfield line services or indeed any other services. Network Rail's position is that the lengthened 2tph peak Uckfield line service will meet that line's capacity

¹⁸ <http://www.gov.uk/government/news/how-we-regulate-investments>

needs for the near future (supported by our own analysis), and that any additional paths would be better used to serve BML destinations with ongoing capacity needs.

In terms of resilience benefits of reopening Lewes-Uckfield, we expect there to be some but that these should contribute to any wider case being made for a Lewes-Uckfield package. There is no case on resilience benefits alone. This concurs with the similar conclusion in the Route Study. The potential diversionary benefits should be assessed and monetised/quantified as part of developing that package. Depending on the scale of the package and the capacity/capability it offers, the diversionary value could be greater than what is possible from a minimal scheme. This recommendation is irrespective of whether or not further resilience measures on BML are funded, although such measures if successful could reduce the resilience benefits of Lewes-Uckfield.

ADDITION OF A TUNBRIDGE WELLS LINK

The value and feasibility of a Tunbridge Wells link should be considered as part of the new approach to Lewes-Uckfield that we are recommending.

The aim should be for a deliverable, low-cost initial link. The key rationale for a Tunbridge Wells link is the connectivity (and hence economic) goal of connecting Tunbridge Wells with Brighton, and connecting other parts of the Weald with Tunbridge Wells. This can be achieved to a large extent without making the West-Central link which has significant additional cost and deliverability challenges.

Thus we have considered incremental packages that connect the Uckfield line at Eridge to TW West initially, without continuing to TW Central. This initial stage would not allow through-running or direct interchange to the Hastings line (e.g. for Sevenoaks-Brighton trips), and would not offer such good connections with buses in the town centre. However, it would help to build demand.

In line with this, the relevant local authorities and LEP should consider a possible incremental strategy for Tunbridge Wells, linking rail and spatial planning. This could be as follows:

- An initial, relatively small-scale TW West terminus for National Rail services, using either the existing Spa Valley Railway platform, or a new dedicated platform immediately to the south (using the Homebase outdoor garden centre plus part of the car park). Access and parking would need to be negotiated, or powers secured for this.
- A later stage in which the line would be extended through to TW Central. The initial terminus could be retained (as a through station) or replaced with a station closer to the centre of the site, perhaps more integrated with development and/or the original station building. Alternatively, appraisal might determine that best value is obtained by closing the initial terminus without replacement. At this later stage:
 - As noted above, substantial reconfiguration of the TW West site would be required, with or without a station there.
 - The BML2 proposal assumes the Sainsbury's building would be reconfigured, and decked parking provided, clear of the railway.
 - Alternatively, bearing in mind growth pressures and the proposed site allocations nearby which are for relatively high densities, the later stage could be associated with an eventual redevelopment of the site, in line with principles of transit-oriented development. By tying the extension to a future redevelopment, this would sidestep the issues associated with the existing site layout. It would also provide a valuable worksite for the reinstatement in what is a constrained area.

The results should feed into the new approach. The results of the new approach would then in turn feed into a future Local Plan update.

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Meeting of the Environment & Leisure Committee

Monday 2nd October 2017

Agenda Item 10.5

LUXFORD CENTRE MANAGEMENT COMMITTEE

The Executive Committee meeting was held on Friday 22nd September 2017.

The main topics covered during the meeting included the website, fundraising, food and health and safety together matters of ongoing and general business such as administration.

The current website, which needs updating, is maintained by an outside person and it was previously agreed to investigate bringing the control and updating of the website in-house. The GPC had received a demonstration of the proposals and would be further investigating the matter.

Fundraising to enable the installation of solar panels was further discussed with the aim of raising monies through grants for this project.

Mrs Smith from Rother and Wealden Environmental Health Service attended the meeting to provide advice in line with the latest legislation on food preparation and cooking.

The current fire safety controls were discussed to update the club's internal regulations.

Councillor Chris Macve

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Meeting of the Environment & Leisure Committee

2nd October 2017

Agenda Item 10.6

Active Uckfield Group

The group met on 4th September 2017.

It was confirmed that the accounts had been audited as required for the Uckfield Town Council grant process.

The group reviewed all aspects of the Sport For All event held on 23 July and discussed ideas for future events and moving forward.

A frank discussion took place regarding the viability of the Sports for All day and it was decided to draft a letter/questionnaire to the clubs. This would form part of the agenda for an extraordinary meeting where the future of the group would be decided.

The EGM will take place on 12th October 2017, 7.00pm at The Alma Arms, 65 Framfield Road.

Ends

Cllr. D. French

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