

# Wakes Colne Parish Council

[www.wakescolne.org](http://www.wakescolne.org)

Chairman: Cllr:-Jim Taylor  
Tel No: 07771 622525  
E-mail: [yatmij@gmail.com](mailto:yatmij@gmail.com)

Clerk: Valerie Burrows  
Tel No: 01787 221922  
Email: [parishclerk@wakescolne.org](mailto:parishclerk@wakescolne.org)

## Clerks Report February 2010

### Things ongoing in February

Where to start!! February just seems to have gone so quick I've felt like I've been playing 'catch up' all month and in complete contrast to December and early January the last six or so weeks have just been very busy. I think the weather hasn't helped as the Highways issues are just on-going, the adoption of the phone boxes has had new literature released so that has been 'work in progress' and not really getting anywhere with it and along with everything else including Audit and Risk Assessment training and new Standing Orders released it has been non-stop!! Apologies in advance if the report is long and tedious and also a big apology for its lateness!!

Agenda Item	Subject	Action	Status
10/044	<b>Planning &amp; Enforcement</b>	<p>This month we have had 3 planning applications received and one notice of planning decision. All these will need some discussion and decision at the meeting with a resolution passed for sending comments to Colchester Borough Council (CBC). Also, since Christmas, we have had many issues with the planning department and whilst it is appreciated that they have recently put new systems in place to improve the planning process it had become apparent that some of the systems have not been working efficiently. After last months meeting I e-mailed the planning department to ask the following questions:</p> <p>Dear Sally &amp; Sarah</p> <p>I hope you are both well and still working hard on the planning area of the new website! Also I hope you are both still involved, in as much as you are still asking for feedback and issues on your current planning procedures and the website as per our planning training session in November.</p> <p>I am not sure if you are aware, but I am now Clerk for both Chappel &amp; Wakes Colne Parish Councils. This in itself can be very confusing as I try to separate out each Council's own issues but it makes it doubly hard when all new planning applications come addressed to 'Clerk to Wakes Colne Parish Council' regardless of which Parish the application refers to. Would it be possible to request that the applications are kept separate and addressed to the Council to which it refers?</p> <p>That is the first thing, the next issue I have is the e-mail alerts, which are supposed to be received when an application has been lodged. Chappel Parish Council have never received an e-mail alert since I have been Clerk, please could you send the alert to <a href="mailto:parishclerk@chappel.org">parishclerk@chappel.org</a></p> <p>On the subject of e-mail alerts, Wakes Colne Parish Council has been very inconsistent also. Since August 2009 Wakes Colne has had 8 applications lodged but I have only received 2 alerts, please can you</p>	Discussion & Decision

advise your planning officers that Wakes Colne's e-mail address is [parishclerk@wakescolne.org](mailto:parishclerk@wakescolne.org)

Finally, both councils have recently had decisions made on several applications and yet I have **not** received a hard copy of the decision notices, please could you advise when I am likely to receive them. If you need me to advise of planning application numbers I can do so.

Also, while I am writing it would seem appropriate to ask what your procedure is when an application is removed from the website. Over the last few months, Wakes Colne and Chappel have had a couple of applications that have been withdrawn. On one occasion, I was advised via the post and on the other two occasions I have had to e-mail to find out what is happening with the application as it was no longer visible on the website. It would be helpful to be advised of how you deal with this as far as Parish Councils are concerned

With these questions asked on behalf of both Councils I have now had a reply.

Hi Valerie,

Sorry for the delay in responding to your issues below, I have now got some answers for you as follows:

- After looking on our system it does show that all the applications for both Chappel & Wakes Colne are coming direct through Wakes Colne regardless of which parish they relate to!!! By the end of today we will have amended the details so that this will not happen any more and that the application relates to the appropriate Parish as requested. Please let me know if you still have difficulties after today with this!!!
- When receiving the 'auto email' sent about a new planning application within your parish, you should now notice that the email states which parish the application relates to. This was an issue that was raised at a previous parish meeting by many of you and we are hoping this will now be a lot easier and more helpful for all the parishes.
- The issue you raised about email alerts which should be received when an application has been lodged – as explained above you would have never received an email for any of the Chappel applications as the email address had never been amended, but as of today this will be changed and you should start to receive the emails from now on.

The emails that are sent out stating that the planning application has been lodged are done manually by the Professional Support Officers, but on investigation it has been noticed that an error with a macro has caused problems with some of the emails going to the appropriate parishes. This has now been fixed and again you should start to receive all the emails for Wakes Colne. But if this does not happen please let me know ASAP and I will investigate further.

- Please could you let me have the planning application numbers for the applications that you are waiting on the hard copy of the decision notice for and I will investigate further.
- The procedure for withdrawing an application from the website – An application is removed from the website when it becomes invalid for whatever reason, this automatically happens when the validation date is taken out of the system. There is no procedure from there onwards to advise anyone of this, but we are looking into amending the website to still show the application that has been removed, stating that it has been removed and the reason for this, so that anyone looking on the website can track all applications. This will not be a priority change as it has cost implications.

It would seem that the issues we have been experiencing are common and now hopefully something is being done about it.

Agenda Item	Subject	Action	Status
10/052	<b>Station Road Sign &amp; Greene King</b>	I have been in touch with George Ward this month to ask when the sign will be installed and he has advised that "There are no funds currently but he will order the sign and it should be installed in the next financial year" No surprise there then!! This is back on the Agenda as George Ward would like another question answering before he finally goes ahead and orders the sign.	Discussion & Decision
10/048	<b>Highways</b>	This winter has been reported to have been the coldest for 30 years so it's hardly surprising that anywhere you drive in the County is now very hazardous due to potholes and generally the disintegration of the road surface. I have been in daily contact with Malcolm Dade and Neil Baker from Highways discussing the state of the roads in the Parish and to be honest they have very helpful and done a great deal of work with the limited resources that have been available. Mr Blunden from Wakes Street has also been in daily contact with Highways and I am aware that Neil & Malcolm have made several visits to the Parish looking at the roads. (If anybody would like to see the e-mail correspondence between Mr Blunden and Highways I can forward them onto you). At the beginning of February we had had confirmation that the bumps on Tyburn Hill were going to be addressed however due to the bad weather conditions this has been cancelled now on two occasions but I have been assured that this stretch of road is now going to be re-surfaced on the 12 <sup>th</sup> March (weather permitting). As this stretch of road has been earmarked for attention I asked the question of can they continue down to the Village Hall entrance and re-surface the whole lot? At the moment I am being told that this can't be done!! The 'small works team' have been out on numerous occasions and filled the potholes on Wakes Street but unfortunately as soon as they are filled they become 'unfilled' due to the weather conditions and the heavy traffic that use the A1124. Thoroughly fed up with the whole situation Jim and I thought it was a good idea to write to Highways and ask if they will attend the meeting next week and explain what is happening with the counties road and more specifically Wakes Colne's Roads. As yet I haven't had a reply but who knows, they may attend. Another issue this month was the burst water Main on the A1124 under the viaduct. There has been a barrage of complaints as the diversion set up was inadequate and anybody with any local knowledge used Station Road and Spring Garden Road to avoid going the 'long way round' Highways called to advise that once the A1124 was re-opened a Road Sweeper would be employed to tidy up the roads.	Information

Agenda Item	Subject	Action	Status
FYI	<b>Litter Picking</b>	As you are all aware I have been trying to organise a litter pick on Tyburn Hill for the past 18 months but to no avail. I have been fobbed off with “No as we can’t afford to close the road!” “It’s very dangerous so sorry!” “Sorry we do not have the resources in the current financial year!” The excuses have been amazing. Prior to the re-surfacing of Tyburn Hill I asked Highways if they could instigate a litter pick at the same time and I was advised that they would try but they didn’t hold out much hope. Without further a do I telephoned Street Services and put the case to them again and as usual I got the I’ll look into it and get back to you!!. In the meantime White Colne Parish Council had e-mailed complaining that Tyburn Hill was still looking a mess and had we contacted CBC to have the litter picked up. Before I had time to chase Street Services I had a phone call to advise that Tyburn Hill was covered in grey bags filled with litter. Having driven through the Village a couple of days later it occurred to me how clean and tidy Tyburn Hill was looking and how dirty and un-tidy the rest of the A1124 was looking. So I have contacted Street Services to thank them and asked them if we can make it priority to finished the road through the village.	Information
10/045	<b>Bus Shelter</b>	At last months meeting when the two quotes were put before the members it was agreed that we get on and put the claim through for the insurance money. Chappel Parish Council Agreed on the 10 <sup>th</sup> February that once the claim was complete they would give the money to Wakes Colne and transfer the insurance of the shelter also to Wakes Colne. This is now work in progress and we are waiting for some contact from the insurance company to say if the claim has been accepted or not. I may have an update for the meeting or it maybe at the April meeting I will know more. I have been advised via BACS that the grant money for the shelter from Essex County Council will be received into the Bank Account on the 1 <sup>st</sup> March so again I should have an update for the meeting.	Discussion & Decision
FYI	<b>LDF &amp; Pre-Meeting Hearing</b>	As Wakes Colne Parish Council submitted comments with regards to the Local Development Framework documents and the land off Vernons Road last October, we have now been invited to attend a hearing with regards to what is happening to that land. This is scheduled for the 7 <sup>th</sup> April and Jim and I will be attending. I have no further details except it is 10am at the Town Hall on the 7 <sup>th</sup> April, if anybody else would like to attend please let me know as I will need to advise accordingly.	Information
FYI	<b>NAP Mtg Update</b>	It was agreed at the January Meeting that we would not appoint a new representative to attend the NAP Meetings as it was felt that it was a little bit of a waste of time. However it was agreed that we would try and ask the Police if they would attend every 6 months or so. I have e-mailed Vicky Sanders and asked if somebody would attend one of the meetings in May, either the 5 <sup>th</sup> May or the 26 <sup>th</sup> May (yet to	Information

		be agreed). The NAP meeting is on the 2 <sup>nd</sup> March so hopefully Cllr.Chillingworth will have an update for us.	
FYI	<b>Vacancy Notice &amp; Members Profiles</b>	The vacancy notice for a new member has been displayed in the notice board and on the 8 <sup>th</sup> March providing 10 parishioners have not requested an election we will be free to co-opt a new member. Whilst I was looking at the website for something else I had a thought that maybe periodically we should update our profiles – I'll speak to Keith but maybe we could all have a look at it and e-mail something through before the next meeting and Keith could upload it.	Information
10/047	<b>Adoption of BT Phone Boxes in Wakes Colne</b>	Following the last meeting I an e-mail from Rick Thompson (my contact at BT) advising of further information with regards to the electricity charge. It would seem that a lot of Councils had experienced the same problems with charges for the electricity or the disconnection of the electricity. BT has now changed their stance on this and they are advising that we now <b>do not need</b> a MPAN code and BT will continue to pay for the Electricity for the next 5 Years. After that the contract reads the electricity will either be disconnected or transfer to the owner (which would be the Parish Council). Before we can formally adopt the boxes we need to pass a resolution to formally accept the contract which needs to be signed by both the Seller (BT) and the Buyer (Wakes Colne Parish Council) We only need to sign one contract as the contract reads Telephone Box or Boxes. I have attached a copy of the contract to the end of the report and I was hoping you could all have a read and have any queries ready for the meeting so we can address them and then get a resolution passed to accept the contract if we think it is appropriate.	Discussion & Decision
10/046	<b>EARM – 2.4M Gate</b>	A letter was sent to Ian Reed at the East Anglian Railway Museum asking why planning permission had not been sought to erect the 2.4m fence and as yet nothing has been received back. This is an item on the agenda for further discussion.	Discussion & Decision
FYI	<b>Audit &amp; Risk Assessment Training Day</b>	On the 12 <sup>th</sup> February, I attended an Audit and Risk Assessment Day on behalf of the Council. In the last couple of years, the Audit procedure has become a little more detailed and the EALC felt that local councils needed a little more guidance on the correct procedures that should be taking place. The training was a full day and was hugely beneficial. I came away with the knowledge that we as a Council have many new procedures to put in place and they need to be done in conjunction with the new Standing Orders and Financial Regulations. Mark Bartlet our External Auditor did the training and addressed a variety of issues not least the current new Standing Orders, which have just been released. We were advised as a Council to download for free or purchase for £25 The Governance & Accountability for Local Councils A Practitioners Guide 2008. This I have done (downloaded) and at 164 pages, I am slowly reading when I get a minute. The document is a systematic guide to the procedure of how to complete the annual audit. In the next month or so, I will put the procedures in place to	

		complete the audit correctly by the 30 <sup>th</sup> June 2010.	
FYI	<b>New Standing Orders</b>	I have received the free copy of the new Standing Orders via download, which we can adapt as per Wakes Colne's New Standing Orders. The official printed version which we are obliged to formally hold as a Council is on the cheque payment sheet for approval (the cost to the Council is £25) and once we have the official copy of the New Standing Orders we can photocopy & print for each member once they are adopted. In conjunction with the New Standing Orders, we need also to have a look at the Financial Regulations.	
FYI	<b>CIF Funding Meeting</b>	This meeting was scheduled to take place on the 17 <sup>th</sup> February and Cllr Cresswell was attending to try to secure the grant money for the Village Hall. Shortly after our last meeting I was advised that as the nature of the funding grant had changed considerably then the judging panel was going to change. The e-mail advised that as the grant fund was now open to many more organisations in the Community then the judging panel should also reflect these changes and less Councillors and more independent judges to make it fair. As you can imagine this was not received very well by various prominent figures on the Judging panel. An update so far is this will be discussed at some length in the forthcoming CALC meeting and only 4 selected Cllrs will be asked to attend the revised meeting on the 31 <sup>st</sup> March. I informed Mandy Sexton the Chairman of the Village Hall Committee as to the changes. An update at the next meeting will be interesting.	Information
FYI	<b>Precept &amp; VAT</b>	<p>The VAT Money has not yet been paid into the bank, if it has not been received when I check the bank account on the day of the meeting I will contact HMRC and chase it. I had submitted the precept before the last meeting but we were still waiting to have the general grant approved. This was supposed to approved on the 17<sup>th</sup> February at the Full Council Meeting. As I had not been contact I e-mailed Jonathan Hills for and update and this was his reply:</p> <p>There's no real information to give you.  Parishes set their own precepts; the Council do not approve them. Precepts from any precepting body (such as the County Council and Police) are included in the Council Meeting report and resolution to set the Council Tax but they do not need to be agreed by the Council.</p> <p>In respect of Parish Councils, and due the vagaries of local government finance, for the purposes of setting the Council Tax only, parish expenditure is counted as Council Expenditure. The resolution also includes various tables of tax levels and other interdependent figures. So the reason for requiring details for parish spend by early February is that all the figures can be collated and included in the resolution to set the Council Tax.</p> <p>In respect of the grant figure this was approved by the Portfolio Holder before the Council Meeting occurred.  The grant figures for Wakes Colne is £1,996 which were the recommended levels as previously advised.  Hope this assists you, but if you need any more details, I am happy to give you a call.</p>	Information

## Dates for your Diary

### Clerks Forum Meeting Dates

Wednesday 31 <sup>st</sup> March	12 – 5pm	Venue TBC	CPCIG Panel Meeting
Thursday 29 <sup>th</sup> April	12 - 3pm	Rowan House	Rm S17
Tuesday 29 <sup>th</sup> June	12 – 3PM	Rowan House	Rm S17
Wednesday 8 <sup>th</sup> September	12 – 3pm	Rowan House	Rm S17
Tuesday 2 <sup>nd</sup> November	12 -3pm	Rowan House	Rm G3
Friday 17 <sup>th</sup> December	12 -3pm	Rowan House	Rm S17

### Colchester Association Local Councils Meeting Dates

Monday 15 <sup>th</sup> March	Peldon Village Hall	7.30pm
-------------------------------	---------------------	--------

### NAP Meeting Dates

Marks Tey Parish Hall

Tuesday 2 <sup>nd</sup> March	6pm	Marks Tey Village Hall
Tuesday 4 <sup>th</sup> May	6pm	Marks Tey Village Hall
Tuesday 6 <sup>th</sup> July	6pm	Marks Tey Village Hall
Tuesday 7 <sup>th</sup> September	6pm	Marks Tey Village Hall
Tuesday 2 <sup>nd</sup> November	6pm	Marks Tey Village Hall

## EALC Calendar of Training Events for 2010

		<b>March</b>		
6 <sup>th</sup>	Saturday	Power of Well Being	Half	4
10 <sup>th</sup>	Wednesday	Councillor Training Day 2	Whole	5
20 <sup>th</sup>	Saturday	SLCC Training Day and AGM		
23 <sup>rd</sup>	Tuesday	New Clerks Day	Whole	5
31 <sup>st</sup>	Wednesday	Advanced Councillor Training Day 1	Whole	5
		<b>April</b>		
23 <sup>rd</sup>	Friday	Law & Procedures	Whole	5
28 <sup>th</sup>	Wednesday	Advanced Councillor Training Day 2	Whole	5
		<b>May</b>		
5 <sup>th</sup>	Wednesday	Conference Day	Whole	5
18 <sup>th</sup>	Tuesday	Council Finance	Whole	5
26 <sup>th</sup>	Wednesday	Risk Management	Whole	5

		<b>June</b>		
22 <sup>nd</sup>	Tuesday	Health & Safety	Whole	5
30 <sup>th</sup>	Wednesday	Budget & Precept	Half	4
		<b>July</b>		
8 <sup>th</sup>	Thursday	Minutes & Agenda	Half	4
		<b>August</b>		
TBC		Summer Intensive CiLCA		
		<b>September</b>		
9 <sup>th</sup>	Thursday	Roles & Responsibilities	Half	4
16 <sup>th</sup>	Thursday	Budget & Precept	Half	4
29 <sup>th</sup>	Wednesday	AGM		
		<b>October</b>		
12 <sup>th</sup>	Tuesday	Law & Procedures	Whole	5
19 <sup>th</sup>	Tuesday	Chairmans Day 1	Whole	5
		<b>November</b>		
3 <sup>rd</sup>	Wednesday	Election Day	Whole	5
10 <sup>th</sup>	Wednesday	Employment Issues	Whole	5
16 <sup>th</sup>	Tuesday	Chairmans Day 2	Whole	5
		<b>December</b>		
7 <sup>th</sup>	Tuesday	Chairmans Day 3	Whole	5

<b>Acronym</b>	<b>Full name of the Organisation</b>	<b>Brief Description of the Organisation or Web Address</b>	<b>Subscription Yes /No</b>
<b>EALC</b>	<b>Essex Association of Local Councils</b>	Essexinfo.net	<b>Yes</b>
<b>CALC</b>	<b>Colchester Association of Local Councils</b>		<b>Yes</b>
<b>CBC</b>	<b>Colchester Borough Council</b>	www.colchester.gov.uk	<b>N/A</b>
<b>SLCC</b>	<b>Society Of Local Council Clerks</b>	Support for professional parish and town councils clerks including training and advice. www.slcc.co.uk	<b>Yes</b>
<b>ODPM</b>	<b>Office of Deputy Prime Minister</b>	Guidance on public participation in planning and comprehensive performance assessment and best value. www.odpm.gov.uk	No
NALC	<b>National Association of Local Councils</b>	www.nalc.gov.uk	Yes within the EALC Membership
SBE	<b>Standards Board for England</b>	Guidance on Framework for ethical behaviour in local government. www.standardsboard.co.uk	No
ECC	<b>Essex County Council</b>	Essex.gov.uk	No
DEFRA	<b>Department for Environment, Food and Rural Affairs</b>	Defra.gov.uk	NO
EPFA	<b>Essex Playing Fields Association</b>	www.essexplayingfields.org.uk	No
RCCE	<b>Rural Community Council of Essex</b>	www.essex.rcce.org.uk	Yes
CPRE	<b>Campaign to Protect Rural England</b>	www.cpre.org.uk	No
CSCA	<b>Colne Stour Countryside Association</b>	www.colnestour.org	Yes
landreg	<b>Land Registry</b>	www.landreg.gov.uk	No
NAP	<b>Neighbourhood Action Panels</b>	www.colchester-community-safety.org.uk/	No
	<b>Essex police</b>	www.essex.police.uk	No

## Meeting dates for 2010

**Wakes Colne Parish Council**  
**Clerk: Mrs V. Burrows**  
**23 Crossways**  
**Colne Engaine**  
**Essex, CO6 2JA**

**Telephone: 01787 221922**

**Email: [parishclerk@wakescolne.org](mailto:parishclerk@wakescolne.org)**

### **Parish Calendar 2010/ 2011**

Month	Parish Council meeting	Agenda deadline (5pm)	Notice board deadline	Annual Parish Meeting (AGM)	Annual Parish Council Meeting
January 2010	6 <sup>th</sup> Jan	22 <sup>nd</sup> Dec	30 <sup>th</sup> Dec		
February 2010	3 <sup>rd</sup> Feb	26 <sup>th</sup> Jan	28 <sup>th</sup> Jan		
March 2010	3 <sup>rd</sup> Mar	23 <sup>rd</sup> Feb	25 <sup>th</sup> Feb		
April 2010	7 <sup>th</sup> April	26 <sup>th</sup> March	30 <sup>th</sup> March		
May 2010	5 <sup>th</sup> May	26 <sup>th</sup> April	28 <sup>th</sup> April	5 <sup>th</sup> May	28 <sup>th</sup> April Joint with Chappel
June 2010	2 <sup>nd</sup> June	25 <sup>th</sup> May	27 <sup>th</sup> May		
July 2010	7 <sup>th</sup> July	29 <sup>th</sup> June	1 <sup>st</sup> July		
August 2010	No Meeting	No Meeting	No Meeting		
September 2010	1 <sup>st</sup> Sept	23 <sup>rd</sup> Aug	25 <sup>th</sup> Aug		
October 2010	6 <sup>th</sup> Oct	28 <sup>th</sup> Sept	30 <sup>th</sup> Sept		
November 2010	3 <sup>rd</sup> Nov	26 <sup>th</sup> Oct	28 <sup>th</sup> Oct		
December 2010	1 <sup>st</sup> Dec	23 <sup>rd</sup> Nov	25 <sup>th</sup> Nov		
January 2011	5 <sup>th</sup> Jan	21 <sup>st</sup> Dec	29 <sup>th</sup> Dec		



'Seller' means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).

Universal Service Obligation means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

## **2 Conditions applicable**

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions in previous documents and correspondence.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these conditions.
- 2.3 Any variation to these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

## **3 Agreement, price and payment**

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this document it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than described in the schedule hereto and by making payment is deemed to have accepted their condition.
- 3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk nor shall the Buyer acquire that land under this agreement.

## **4. Decommissioning, delivery and acceptance**

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

## **5 Post acceptance obligations**

- 5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:
  - 5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.
  - 5.1.2 Any requirements, directions, rules or recommendations of Ofcom.
  - 5.1.3 Any relevant planning legislation in force at the date of this agreement which shall for the avoidance of doubt include the Planning Acts and any statutory replacement or modification thereof.
  - 5.1.4 Any planning consents relating to the Goods whose condition have not expired or in respect of which the granting local authority or its successor may still take enforcement steps or proceedings.

- 5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.
- 5.3 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under this sub-paragraphs 5.1 and 5.2.
- 5.4 Following payment, the Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that the Seller shall be responsible for the cost of the supply of electricity to (but not beyond) the REC (regional electricity company) fusebox for the operation of an 8 watt lightbulb or similar only PROVIDED that this obligation shall expire after 5 years from the date of acceptance of the Goods by the Seller.
- 5.5 Following acceptance of the Goods the Buyer shall:
- 5.5.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a British Telecommunications payphone and are not connected to the Seller's electronic communications network.
- 5.5.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the telephony machinery has been removed and that the Goods are now the responsibility of the Buyer.
- 5.5.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
- 5.5.4 Covenant not to sell, lease or license the Goods to a competitor to the Seller nor to permit a competitor to install electronic communications apparatus (as defined in schedule 2 of the Telecommunications Act 1984) within the Goods.
- 5.5.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
- 5.5.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
- 5.5.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.5 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.6 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.7 The Seller reserves the right and the Buyer grants such right, at any time within 5 years from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.4, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.

## **6 Warranties and liability**

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.

- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Seller shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Seller agrees not to object to Ofcom or any other tier of local government to itself of the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

## **7 Title and risk**

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

## **8 Limitation of Liability**

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel (whether in-house or using external advisors) before entering into this agreement.

## **9 Intellectual property**

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

## **10 General**

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Seller may assign the benefit and burden of this agreement to a third party or to a group company (where group company has the meaning given to it in section 42 of Landlord and Tenant Act 1954).
- 10.7 The Buyer may not assign the benefit and burden of this agreement other than to a statutory successor or to another tier of local government. In the case of the latter the Buyer shall notify the Seller of the assignment within 28 days of completion of the assignment.

**SCHEDULE**

**THE GOODS – Specification and Description**

Signed by [ ] for and on behalf of .....  
**BRITISH TELECOMMUNICATIONS plc**

Signature

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

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

Signed by  
as chairman of the [ ] [ Parish Meeting  
and as trustee of the said Parish Meeting. Signature of Chairman

Signed by [ ] as chief executive of [ .....  
] in his or her capacity as trustee of the [ ] Signature of Chief Executive  
Parish Meeting

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

