

# Toft Parish Council

## Notice of the 764th meeting of Toft Parish Council on Monday 4 November 2019 at 7.00 pm in The People's Hall, Toft

The Public and Press are invited to be present and Members of the Parish are welcome to attend and any may speak under the Open Public Session item and make representation to the Council on items on the agenda

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the Meeting as set out hereunder



Mrs Gail Stoehr (Clerk)  
30/10/19

### AGENDA

#### Open public session including reports from the County and District Councillors

1. Apologies for absence and declaration of interests
  - 1.1 To approve written apologies and reasons for absence
  - 1.2 To receive declarations of interests from councillors on items on the agenda
  - 1.3 To receive written requests for dispensations and to grant any dispensations
2. To approve the minutes of the last meeting
3. To consider any matters arising from the last or a previous meeting including
  - 3.1 (3.1) Toft website and emails – to consider costed proposal if received
  - 3.2 (4.3) To consider possible projects relating to Climate Change
  - 3.3 (5.4) To consider banking arrangements
  - 3.4 BT kiosk adoption – to consider signing the purchase agreement and the future use of the kiosk
4. To consider correspondence received since the last meeting requiring the Council's attention
  - 4.1 SCDC - LED upgrade to SCDC streetlights
5. Finance, Procedure and risk assessment and use of delegated powers
  - 5.1 To consider the finance report and approve the payment of any bills
  - 5.2 Play inspection reports
  - 5.3 To consider any matter which is urgent because of risk or health and safety
6. To consider any Planning or Tree works applications or related items received
  - 6.1 Planning applications
  - 6.2 SCDC decisions for information
  - 6.3 Tree works applications
    - 6.3.1 S/3480/19/TC – 2 Farmers End
    - 6.3.2 S/3473/19/TC – Trehaus, 57 High Street
7. Members items and reports for information only unless otherwise stated
  - 7.1 Village Maintenance <sup>(AT)</sup>
  - 7.2 Highways including update on LHI application <sup>(AT)</sup>
  - 7.3 Toft People's Hall <sup>(LB)</sup>
  - 7.4 Footpaths <sup>(EM)</sup>
  - 7.5 Defibrillator report <sup>(PEE)</sup>
  - 7.6 Village Plan review report including update of the Action Plan chart <sup>(EM)</sup>
  - 7.7 Proposal that the Parish Council considers the offer from SCDC for free litter picking tools <sup>(MY)</sup>
8. Closure of meeting

## Clerk report to Toft Parish Council meeting on 4 November 2019

All actions arising from the last meeting have been carried out.

1. To approve written apologies and reasons for absence – any received will be reported to the meeting.
2. To approve the minutes of the meeting on 7 October 2019 – attached
3. To consider any matters arising from the last or a previous meeting
- 3.1 (3.1) Toft website and emails – to consider costed proposal if received  
Awaited at the time of writing.
- 3.2 (4.3) To consider possible projects relating to Climate Change  
Proposed at the last meeting.
- 3.3 (5.4) To consider banking arrangements  
The Clerk advises: that most parish councils seem to be using Unity Trust Bank. They charge £6 per month.  
<https://www.unity.co.uk/who-we-help/>  
Enquiries have been made to Nat West's website shows Online Banking is available to customers who have a NatWest account  
<https://www.business.natwest.com/business/ways-to-bank/online-banking.html>  
Unfortunately as I am not an account signatory Nat West has been unable to answer my questions as to whether it can be operated in line with the Council's adopted Financial Regulations.
- 3.4 BT kiosk adoption – to consider signing the purchase agreement and the future use of the kiosk  
BT Payphones write:  
"We are now ready to proceed, I have attached a contract, please sign and return with a payment of £1.00 to:  
BT Payphones (Adopt)  
4th Floor Monument Telephone Exchange  
11-13 Great Tower Street  
London EC3R 5AQ"  
Purchase agreement attached. The Parish Council needs to resolve to sign the contract and name the members to do so. The Council also needs to consider the future use of the kiosk as SCDC has to be consulted.
4. Correspondence
- 4.1 SCDC – LED upgrade to SCDC streetlights  
"As per previous emails to you, please find information regarding Toft street lights ahead of our LED upgrade to SC street lights.

As you will be aware, as part of preparations for a wider upgrade we have undertaken a review of the street lights on our inventory, collected further data and undertaken structural testing/inspections on all of the lights. This work has provided us with a new detailed inventory which will inform the extent of the works required within the upgrade, including whole units/columns that will need to be replaced.

I am contacting you to ensure that you and your Parish Council are firstly aware of the intentions to upgrade the street lights and to also share with you the list of lights we have in Toft following the recent work, that are therefore to be included in the upgrade. This is attached for your information and review. Please note that:

- the review could not locate the light SC17 School Lane (highlighted in yellow in the attached). The intention will therefore be to remove this light from the inventory.

- the review did not identify any ornate/heritage lights within Toft and so all lights will be upgraded as standard.

I am aware that you will have been contacted by Cambridgeshire County Council regarding changes to their administration of billing for electricity use and they too will have sent you a list of lights. Please continue to use the list they provided you with for the purposes of setting up your future billing arrangements and once we have completed the upgrade in your area we will issue you with a new inventory with all the relevant codes for the new LEDs to reduce your bills.

In terms of timescales for the works, our Business Plan commits us to upgrade the street lights by March 2021. I will share further details of the upgrade as we move forward.”

Kind regards  
Helen Taylor | Development Officer, Environment Commissioning

List of SCDC Streetlights attached.

Other for information only:

(4.2) Toft Fireworks – letter of thanks received

“On behalf of the Firework Committee, please thank Toft Parish Council for the cheque of £150 received today towards our firework display. It is very much appreciated.”

(7.4) Cllr Lina Nieto – reply to query about grass cutting

Cllr Nieto writes:

“I can reassure you that officers are looking carefully at this new policy and we are reviewing all processes regarding grass cutting.

Biodiversity is key for a healthy ecosystem and I have been also reassured by the Chair of Highways that it is also his priority.

Once I have more detailed information regarding this I will let you know.”

5. Finance, Procedure and risk assessment and use of delegated powers

5.1 To consider the finance report and approve the payment of any bills

Attached. Late invoices will be brought to the meeting.

5.2 Play inspection reports – to be reported to the meeting.

5.3 To consider any matter which is urgent because of risk or health and safety

None at the time of writing.

6.1 Planning Applications received

\* NB Some planning applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council. For more information see the current planning application consultations on:

<http://plan.scambsgov.uk/swiftlg/apas/run/wchvarylogin.display>

6.2 SCDC Decision Notices

6.2.1 S/3070/19/DC – Orchard Gate, Comberton Road – Discharge of condition 3 (Sectional drawings at a scale of 1:20 of the rooflights) pursuant to planning permission S/1948/18/FL – Permission granted.

6.3 Tree works

Tree works applications are now available to view on the SCDC portal.

The Parish Council now only needs to respond to tree works applications if the Council objects. SCDC writes:

“If there are no objections you do not need to let us know. We have to process each response and this is more than a click of the mouse! Since we have asked Parishes not to send in the no objections we have loosened up some time to do more interesting things like the Tree Wardens Network. Far more fun and hopefully will build to a greater positive impact for all the communities in the District.

The aide-memoire of what can be commented on in relation to tree works applications/notifications is on the reverse of the ‘Parish Notification of Tree Works’ under ‘Comment Advice to Parish Councils’, or the Tree Wardens training handout or go to the central governments website <https://www.gov.uk/guidance/tree-preservation-orders-and-trees-in-conservation-areas>.

The planning website also has a fancy 'comment on this application' button. Just look up the application and it is at the bottom of the Application Details box.”

6.3.1 S/3480/19/TC – 2 Farmers End

6.3.2 S/3473/19/TC – Trehaus, 57 High Street

7. Members’ items and reports for information only unless otherwise stated

7.1 Village Maintenance <sup>(AT)</sup>

7.2 Highways including update on LHI application <sup>(AT)</sup>

7.3 Toft People’s Hall <sup>(LB)</sup>

7.4 Footpaths <sup>(EM)</sup>

7.5 Defibrillator report <sup>(PE)</sup>

7.6 Village Plan review report including update of the Action Plan Chart <sup>(EM)</sup>

Cllr Miles writes:

“Regarding the updating of the Village Plan which we discussed at our last meeting, I had an email from Martin a couple of days ago suggesting that the best way of filling in the chart, which I extracted from the original document and have added an extra column for updates, would be during our next meeting. I am attaching a copy of this chart and I would be grateful if you could add this item to the agenda and send a copy of the chart to the councillors along with any other papers.”

Chart attached to aid updating.

7.7 Proposal that the Parish Council considers the offer from SCDC for free litter picking tools <sup>(MY)</sup>

SCDC has written” We are pleased to offer you free litter picking kits for your communities which have been funded as part of the Government’s High Streets Community Clean Up programme. To meet the funding criteria we are offering the kits first to larger places with highstreets.

These kits include: litter pickers, bag hoops, Hi Viz vests and gloves. You can have up to 20 kits delivered; you can keep and store them to use as you wish, thereby avoiding the need to request these on an ad hoc basis.

We need the following information:

- number of kits you require
- delivery address

Please respond by 15 November 2019.”

8. Closure of meeting

<u>Zone</u>	<u>Street</u>	<u>UnitNumb</u>	<u>UnitType</u>	<u>Location</u>	<u>Easting</u>	<u>Northing</u>	<u>WeekEnding</u>	<u>RoadSpeed</u>	<u>ColumnMaterial</u>	<u>ColumnType</u>
TOFT	BROOKSIDE	SC11	STREET LIGHT	CORNER OF CHURCH ROAD AND BROOKSIDE	536003.6	255675.6	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	BROOKSIDE	SC12	STREET LIGHT	OPPOSITE SEWAGE PUMPING STATION	535981.7	255627.1	26/04/2019	UP TO 30 MPH	GALVANISED STEEL	NOT HINGED
TOFT	BROOKSIDE	SC13	STREET LIGHT	SIDE OF FOOTPATH TO EVERSDEN	535951.7	255621.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	BROOKSIDE	SC14	STREET LIGHT	OPPOSITE SCHOOL LANE	535889.4	255648	26/04/2019	UP TO 30 MPH	GALVANISED STEEL	NOT HINGED
TOFT	BROOKSIDE	SC15	STREET LIGHT	OPPOSITE 7	535822.5	255692.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	BROOKSIDE	SC16	STREET LIGHT	OPPOSITE 3	535804.1	255714.6	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC1	STREET LIGHT	OUTSIDE BARN OLD FARM	536259.2	256108.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC10	STREET LIGHT	OPPOSITE PRIORY COTTAGE	536048.7	255679	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC2	STREET LIGHT	OPPOSITE BARN	536262	256032.1	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC3	STREET LIGHT	OPPOSITE PADDOCK	536249.5	255963.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC4	STREET LIGHT	OPPOSITE LARGE FIELD	536238.4	255895.7	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC5	STREET LIGHT	OUTSIDE MANOR COTTAGE	536213.2	255814.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC6	STREET LIGHT	OPPOSITE CHURCH	536199.2	255754.4	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	CHURCH ROAD	SC7	STREET LIGHT	OPPOSITE CHURCH, ROUND CORNER FROM 6	536160.5	255743.3	26/04/2019	UP TO 30 MPH	GALVANISED STEEL	NOT HINGED
TOFT	CHURCH ROAD	SC8	STREET LIGHT	OUTSIDE PRIORY COTTAGE	536088.2	255733.6	26/04/2019	UP TO 30 MPH	GALVANISED STEEL	NOT HINGED
TOFT	CHURCH ROAD	SC9	STREET LIGHT	SIDE OF PRIORY COTTAGE	536056.6	255714.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	MILL LANE	SC18	STREET LIGHT	OUTSIDE 15	536013	256308	26/04/2019	NOT ON ROAD	CONCRETE	NOT HINGED
TOFT	MILL LANE	SC22	STREET LIGHT	OPPOSITE 20	536026.5	256311.7	26/04/2019	NOT ON ROAD	GALVANISED STEEL	NOT HINGED
TOFT	SCHOOL LANE	SC19	STREET LIGHT	REAR OF ST ANDREWS COTTAGES ROAD UP SIDE	535999.6	256122.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC20	STREET LIGHT	REAR OF 8 SCHOOL LANE	535982.3	256104.6	26/04/2019	NOT ON ROAD	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC21	STREET LIGHT	REAR OF 11 HIGH STREET	535956.3	256102.8	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC23	STREET LIGHT	OPPOSITE CORNISH SCAFFOLDING	535899.9	255691.7	26/04/2019	UP TO 30 MPH	GALVANISED STEEL	NOT HINGED
TOFT	SCHOOL LANE	SC24	STREET LIGHT	OUTSIDE 57 NEWFIELDS	535914.4	255735.5	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC25	STREET LIGHT	OUTSIDE 41	535961	255881.4	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC26	STREET LIGHT	OUTSIDE 53	535937.9	255802.9	26/04/2019	UP TO 30 MPH	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC27F	STREET LIGHT	REAR OF 3 ST ANDREWS COTTAGE	536007.2	256142	26/04/2019	UP TO 30 MPH	GALVANISED STEEL	MID HINGED
TOFT	STONE LANE	SC17	STREET LIGHT	ON FOOTPATH	535939	255987.7	26/04/2019	NOT ON ROAD	CONCRETE	NOT HINGED
TOFT	SCHOOL LANE	SC17	STREET LIGHT	IN F/PATH TO HIGH STREET	535967	255889	09/05/2019	NOT VERIFIED	NOT VERIFIED	NOT VERIFIED



“Ofcom”	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
“Planning Acts”	means any relevant planning legislation in force at the date of this agreement, including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
‘Price’	means the price for the Goods excluding any carriage, packing and insurance.
‘Seller’	means British Telecommunications plc (company registration number 1800000 whose registered office is at 81 Newgate Street, London EC1A 7AJ).
‘Universal Service Obligation’	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

## **2 Conditions applicable**

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

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

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

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

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

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

#### **5 Post acceptance obligations**

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

- (i) In the case of listed Goods:
  - a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
  - b. Apply to de-list the Goods
- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

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

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

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

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

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

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

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

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

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

## **6 Warranties and liability**

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

6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.

6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).

6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.

6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

## **7 Title and risk**

7.1 Title shall pass on delivery of the Goods.

7.2 Risk shall pass on delivery of the Goods.

## **8 Limitation of Liability**

8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.

8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.

8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.

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

## **9 Intellectual property**

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

## **10 General**

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

**SCHEDULE**

**THE GOODS – Specification and Description**

**01223262221**

**NR METHODIST CHURCH,  
HIGH STREET,  
TOFT,  
CAMBRIDGE,  
CB23 2RL**

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

Signature

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

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

Signed by [ ] for and on behalf of .....  
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TOFT PARISH COUNCIL MONTHLY FINANCIAL STATEMENT

Nov-19

Summary of previous month

Balance brought forward 75,741.45

Adjustments

Expenditure approved at previous / between meetings

RH LANDSCAPES	GRASSCUTTING	-276.00
TOFT FIREWORKS	DONATION	-150.00

Credits

PLOT 4B, 6A 6B	ALLOTMENT RENT	30.00
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Total Adjustments -396.00

Balance revised after adjustments £75,345.45

Bank Reconciliation to latest statement

Account	Funds	Statement	Outstanding
Current Account	39,139.86	39,967.70	-827.84
Nationwide BS	36,205.59	36,205.59	
<b>Total</b>	<b>75,345.45</b>	<b>76,173.29</b>	<b>-827.84</b>

Expenditure for approval

£

SALARIES		115.88
BT PAYPHONES	TELEPHONE KIOSK	1.00
PARISH ONLINE	ONLINE MAPPING	45.00
PEOPLES HALL	ROOM HIRE	15.00

176.88

Balance C/F 75168.57

Gail Stoehr  
Responsible Financial Officer

Notes:

*Late invoices will be brought to the meeting*

# Action plan

The priorities expressed in the 2007 questionnaire are reflected in the proposed Action Plan below. Some of the issues raised are already being dealt with and others need to be considered.

Page	Topic	Action	Date	Priority	Partners	Responses
8	Social events" "	To consider suggestions made for social activities, drama, concerts, organised trips, sports day etc.	2012-2014	2	Social Club Friendship Club IW Church Others	
8	Lack of school transport for after-school activities "	To ascertain if this is a problem and consider whether it can be resolved	2012-2013	2	Stagecoach Toft PC Meridian School Comberton Village College	
9	Traffic	To investigate measures to reduce speed of traffic entering village at both ends	2012-13	1	CCC Toft PC	In 2018 gates were erected at both entrances to the village with large 30 mph signs. Permission was granted to reduce the speed from 60mph to 50mph on the stretch of road from Toft to Comberton and roundels placed on the road indicating speeds In 2019 a moveable speed monitor was erected
9	Speed Watch	To extend the team to operate speed watch	2012-2013	1	Speed Watch Team	Team now consists of ..... people
9	Danger Spots 1	To consider options for danger spots	2012-2014	1	CCC Toft PC Affected residents	
9	Police 1	To encourage more police presence to control speeding (currently in progress)	2012-2013	1	Toft PC	
9	Danger Spots 2	To liaise with Restaurant to encourage	2012-2014	1	Toft PC	

		customers to use car park			Restaurant	
10	Car park	To negotiate with current owners to get car park re-surfaced and spaces drawn	2012-14	2	SCDC Toft PC	In 2017 the car park was resurfaced
10	Parking	To consider parking restrictions at various places in consultation with other people	2012-14	1	CCC Toft PC Others	In 2018 yellow lines were painted around the village green
11	Buses 1	To continue to lobby to keep bus service	2012-2013	1	Toft PC Stagecoach	The village retained the No 18 bus service
11	Buses 2	To investigate feasibility of community transport systems	2012-2013	2	Toft PC Others	
11	Cycling 1	To consider state of cycle path to Comberton	2012-2014	1	CCC Toft PC Cyclists	The PC continues to make frequent requests to SC to improve this cycle path but to date this has proved impossible due to the narrowness of the path. SC has plans to create "Greenway" paths for cycles, walkers and horseriders.
11	Cycling 2	To liaise with Kingston over state of cycle path towards Kingston	2012-2014	2	Toft PC Kingston PC	
11	Transport	To review whether people have difficulty getting to work and other places	2012- 2014	2	Toft PC Calendar	This will need to be monitored in the light of new housing at Comberton and Bourn Airfield
12	Communications	To refer to Editor of Calendar suggestions made; to use Facebook and website regularly (Currently in progress)	2012-13	2	Toft PC Editor	
13	Infill housing 1	To consider impact of Localism Bill on housing development; to establish level of need and subsequent actions arising	2012-13	1	SCDC Toft PC Landowners Residents	
13	Infill housing 2	To consider options for starter homes for young people with Toft connections	2012-13	1	SCDC Toft PC Landowners Residents	
13	Small businesses	To consider ways of encouraging small	2012-13	1	Toft PC	

	development	businesses to take up vacant premises in Toft			Business Community	
14	Young People	To create a working group to consider needs of young people	2012-2014	1	Volunteers	
14	Playground	To complete refurbishment (Currently in progress)	2012-13	1	Suppliers Toft PC Local children	
15	Footpaths 1	To complete installation of wooden kissing gates (Currently in progress)	2012-13	1	CCC Toft PC Landowners	The completion of the installation of new kissing gates was done by.....
15	Footpaths 2	To remind landowners about maintenance of footpaths	2012-13	1	Toft PC Landowners	
15	Open space	To make plans for the use of the open space gifted to Toft, in consultation with volunteers who were keen to manage natural environment	2012-13	2	SCDC Toft PC Landowner Volunteers	Lot Meadow
15	Bourn Brook	To consider possible management plan for Bourn Brook and its tributaries	2012-14	1	CCC Environment Volunteers	
16	Mobile phones	To investigate with mobile phone providers the poor reception in Toft	2012-2013	1	Volunteers	
16	Higher speed Broadband	To register need with BT and investigate other options for Toft	2012-2013	1	Volunteers	
16	Neighbourhood Watch	To consider setting up a neighbourhood watch scheme	2012 - 2013	2	Volunteers	
16	Police 2	To liaise with police on current crime issues (currently in progress)	2012-2013	1	Toft PC	
16	Bulk buying scheme for oil supplies	To set up bulk buying scheme.	Already done		Peter Johnson	
16	Cash machine	To consider having cash machine. Toft Post Office offers bank withdrawals service over the counter except for HSBC; cash back			Ingrid Van Rooyen	The installation of a cash machine was not deemed viable due to costs and security. However, it is possible to withdraw cash from the Post Office

		available in shop with purchases over £10. Insurance for cash machine exorbitant.				and deposit cash into most banks.
17	Planning Applications	To improve on communication of planning applications in Calendar and on web site.	2012-2013	1	Toft PC Calendar Web Manager	
17	Local Government	To inform people about the particular responsibilities of the County and District Councils	2012-14	2	CCC SCDC Toft PC Calendar	
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