

# BOVEY TRACEY TOWN COUNCIL

TOWN HALL • BOVEY TRACEY • NEWTON ABBOT • DEVON TQ13 9EG  
Tel: 01626 834217 • E-mail: [info@boveytracey.gov.uk](mailto:info@boveytracey.gov.uk) • [www.boveytracey.gov.uk](http://www.boveytracey.gov.uk)  
Office hours: 10.30am - 12.30pm Mon. Wed. & Fri.

To Members of the Recreation, Parks & Property Committee

Cllrs Ms Blair (Ex Officio), Allen, Arnold, Bray, Elphick, Kelly & Robillard.

Cc All other members of the Council for information.

Dear Councillor,

You are hereby summoned to attend a meeting of the Recreation, Parks & Property (RP&P) Committee which will be held in the Council Chamber, Town Hall, Bovey Tracey on Monday 15<sup>th</sup> October 2018 at 7pm for the purpose of transacting the business as set out below.

## AGENDA

Interest to be declared: In accordance with the Code of Conduct, Members are invited to declare any personal or disclosable pecuniary interests, including the nature and extent of such interests, they may have in items to be considered at this meeting. Members are also reminded that any change to their Declaration of Interests must be notified to the Monitoring Officer at Teignbridge District Council within 28 days of the change.

### RP&P.18/50 Apologies for Absence:

### \*\*Public Participation:

The Committee, at the Chairman's discretion, sets aside a short period of time at the commencement of the meeting when the public can ask questions or make statements regarding agenda items.

### RP&P.18/51 Minutes:

To agree as a correct record and approve the minutes of the meeting of 16<sup>th</sup> July 2018 (\*copy enclosed).

### RP&P.18/52 Devon Sharks RL - Bullands Field:

To consider the following requests:

- i) Combined future use of Bullands Field with Bovey Tracey Athletic Football Club following the expiry, on 31<sup>st</sup> January 2019, of Devon Sharks RL agreement.
- ii) If approved, joint permission for a container to be sited on Bullands Field (\*copy enclosed).

### RP&P.18/53 Regeneration Committee:

To receive and note the previous draft minutes of the Regeneration Committee meeting of 13<sup>th</sup> June 2018 (\*copy enclosed).

### RP&P.18/54 Quantified Tree Risk Assessment (QTRA) - Monterey Cypress Tree:

To receive the QTRA report following inspection on 5<sup>th</sup> September 2018 (\*copy enclosed) and consider the conclusions and recommendations within.

### RP&P.18/55 Devon Air Ambulance - Night Landing Site:

To note planning permission has been granted for the installation of a lighting column at the Recreation Ground to facilitate night landing for Devon Air Ambulance.

RP&P.18/56 Grounds Maintenance Contract:

The current contract is due to expire on 31<sup>st</sup> December 2018. Members are therefore requested to consider approving the contents of the Draft Tender Specification prior to release (\*copy enclosed).

RP&P.18/57 Tennis Club - Recreation Ground:

To note revised plans (\*copy enclosed) for the replacement clubhouse at the Recreation Ground.

RP&P.18/58 Off-Street Parking:

Item brought forward by Cllr Arnold to discuss off-street parking.

RP&P.18/59 Land (known as "Standards") to the East of Eureka Terrace:

To consider an offer from a neighbouring landowner to the allotment site (\*copy enclosed).

RP&P.18/60 Bovey Tracey Cricket Club (BTCC):

To consider a request on behalf of BTCC (\*copy enclosed).

RP&P.18/61 Station Road Car Park:

To consider draft lease terms (\*copy enclosed) which are necessary to facilitate accommodating the Town Council's proposed replacement workshop building.

RP&P.18/62 Nourish Festival 2019 - Use of Bullands Field & Mill Marsh Park:

To consider a request on behalf of the Nourish Festival to use Mill Marsh Park and Bullands Field for the parking of vehicles on Saturday 31<sup>st</sup> August 2019.

RP&P.18/63 Bovey Tracey Swimming Pool - Boundary Fence:

To receive an update following a site visit (ref. item RP&P.18/44) and consider any subsequent action.

RP&P.18/64 Green Man Festival 2019:

To consider making an application for a road closure.

RP&P.18/65 Plastic Free Bovey:

Item brought forward by Cllr Allen to note progress to date and receive notification of a forthcoming event.

RP&P.18/66 Matters brought forward by the Town Clerk & Councillors: (for information)

*\*Copies of correspondence circulated to Councillors with this agenda, which will be considered at the meeting.*

SIGNED .....



DATE .....05/10/18.....

M WELLS  
TOWN CLERK

RECREATION, PARKS & PROPERTY COMMITTEE MEETING HELD IN THE COUNCIL CHAMBER  
ON MONDAY 16<sup>TH</sup> JULY 2018 AT 7.02PM

Present:

The Town Mayor, Cllr Ms J H Blair

Cllr A Allen  
Cllr U Arnold  
Cllr D K Elphick  
Cllr E Kelly

In attendance:

Cllr G J Gribble\*\*/\*  
Cllr Mrs A J Kerswell\*  
Mr M Wells - Town Clerk  
Mrs L Warren  
Two members of the press  
Four members of the public

\*\*County Cllr  
\*District Cllr

The meeting was chaired by Cllr Kelly

Interest to be declared: None

RP&P.18/40 Apologies for Absence:

Cllr R A Bray (Leave)  
Cllr C W Robillard (Attending a family funeral)

\*\*Public Participation:

Mrs Ann Power spoke expressing her concerns about the Monterey Cypress tree at the Recreation Ground which is near her property.

Mr Graham Lear, Vice-Chairman of the Swimming Pool Association:

- i) Also expressed concern about the Monterey Cypress tree. He advised that cracks are appearing in the wall surrounding the pool. He advised that debris from the tree collects in the pool and consequently the Association has purchased a pool cleaning machine.
- ii) Referred to young people kicking balls at the Swimming Pool boundary fence which is an ongoing problem.

RP&P.18/41 Minutes:

The minutes of the meeting of 4<sup>th</sup> June 2018 (*\*copy previously circulated*) were confirmed as a correct record and were approved.

RP&P.18/42 Nourish Festival - Saturday 1<sup>st</sup> September 2018:

Members considered a request for the use of Bullands Field on Saturday 1<sup>st</sup> September 2018 for parking by Festival traders.

Resolved:

To grant the request on the understanding that any necessary re-instatement of the ground will be undertaken.

RP&P.18/43 Quantified Tree Risk Assessment (QTRA) - Monterey Cypress (Recreation Ground):

Members noted that the previous QTRA was undertaken on 25<sup>th</sup> October 2016 and considered commissioning a re-assessment.

Resolved:

To commission a re-assessment of the tree, to be undertaken by an alternative quantified tree risk assessor.

RP&P.18/44 Swimming Pool Boundary Fence - Recreation Ground:

Members discussed issues raised by the Swimming Pool Association in relation to persistent damage to their boundary fence caused by young people kicking balls. Following discussion, it was agreed that Cllrs Kelly, Elphick, the Town Clerk and representatives from the Swimming Pool Association will meet on site to further discuss potential options to mitigate the issue.

*Two members of the public left the meeting at 7.23pm.*

RP&P.18/45 Contemporary Craft Festival 2019:

Members considered a request, from the Director of the Contemporary Craft Festival, for the use of Mill Marsh Park from 31<sup>st</sup> May to 11<sup>th</sup> June 2019 and Bullands Field from 5<sup>th</sup> to 10<sup>th</sup> June 2019. The proposed dates for the Craft Festival are 7<sup>th</sup> - 9<sup>th</sup> June 2019.

Resolved:

To grant the request subject to any necessary re-instatement of the ground being undertaken following the event. To discuss with the Director the opportunity of any local business involvement with the event.

RP&P.18/46 Annual Play Area Inspections - Mill Marsh Park & Recreation Ground:

Members noted a copy of the reports (*\*copies previously circulated*) following inspections on 25<sup>th</sup> June 2018 and noted the risk levels and recommended actions.

RP&P.18/47 Matters brought forward by the Town Clerk & Councillors: (*for information*)

Cllr Arnold referred to the TDC car parks in the town and considered that enquiries could be made regarding the possibility of the Town Council taking over the control of the car parks. It was agreed to make this an agenda item for further discussion.

**Cllr Allen:**

- i) Referred to planning applications received during the recess and clarified that all Councillors can give their views.
- ii) Reported that a tree in the vicinity of the Co-op at The Riverside is suffering from ash dieback. The Town Clerk agreed to report this to TDC's Arboricultural Officer.
- iii) Advised that he attended an Information Centre meeting as a Council representative. He noted that de-commissioning plans for the current Information Centre were not very clear.
- iv) Thanked TDC Councillors for their representation at the Indio development site meeting.

Mr Wells (Town Clerk) advised that the trough has been repaired. He noted that the South West in Bloom judging will take place on 17<sup>th</sup> July.

**Cllr Kelly:**

- i) Advised that Bovey Paradiso has received a grant and work will shortly re-commence on the King of Prussia.
- ii) Referred to the many signs outside the Co-op at The Riverside. The Town Clerk agreed to follow this up with the agents.

*Members of the public and press left the meeting at 7.45pm.*



RP&P.18/48 Exclusion of the Public, including the Press:

The following was resolved:

That under Section 100 (A) of the Local Government Act 1972 the public (including the press) be excluded from the meeting as exempt information, of the description as set out on the agenda, is likely to be disclosed and on the balance of the public interest is in discussing this item in private session (part II) for the following confidential/exempt items which the Town Clerk recommends should be dealt with in this way.

Item RP&P.18/49: Brimley Field, Bovey Tracey

RP&P.18/49 Brimley Field, Bovey Tracey:

Members noted a report from the Council's appointed agent (*\*copy previously circulated*) and considered further action as appropriate. Following discussion it was

Resolved:

To instruct the Council's agent to continue negotiations as concluded within the report. To also enquire about the option to retain a particular section of land.

The meeting closed at 7.50pm

Phil Johnson

Director of Rugby for Devon Sharks Rugby League

Devon Sharks RL

13<sup>th</sup> July 2018

**Request for permission for a container on Bullands Field**

To whom it may concern;

I write to you today to ask that you could please respectfully consider the approval to place a 40ft storage container onto Bullands Field, Bovey Tracey at this time on a 5 year agreement (requirement for the Grant)

The container has been purchased by Devon Sharks RL and will be owned by the club. It has been agreed that this will also house, Bovey Tracey Football Clubs Juniors equipment, who use the field through the winter months.

The container is important to both clubs as it prevents any heavy kit having to be transferred from the football club across to the Bullands Field, avoiding the very busy road in between and preventing any serious injury/ road related incidents.

The container itself will be purchased from Dalgton, a local business to the area and will be secure and safe for the surrounding area causing minimum damage whilst delivering and hosting it. It will house, the rugby clubs ride on lawnmower, Match day kit, training kit, and the football clubs temporary posts and kit. The most valuable item in the container will be the lawnmower, which cost the club £3,500 and is insured for any damage or theft to it.

I have considered the recent graffiti damage around Bullands and the security of this Container. The container itself, will have one of the best padlocks on the market, with a metal plate protection, preventing the lock being cut. The container will be monitored by the club on a regular basis, and any offensive graffiti, will be removed within 48 hours of it coming to our attention.

Please see attached picture of Bullands and where the container will be situated.

Thank you for your time and consideration to this request.

Phil Johnson

Director of Rugby for Devon Sharks RL



REGENERATION COMMITTEE MEETING HELD IN THE COUNCIL CHAMBER ON  
WEDNESDAY 13<sup>TH</sup> JUNE 2018 @ 6.30PM

Present:

Cllr R Bray  
Cllr D Elphick  
Cllr M Evans  
Cllr E Kelly  
Cllr S Leigh

Also Present:

Cllr T Allen  
Cllr G Gribble  
John Fewings (DCC - Neighbourhood Highways Manager)  
Mark Wells (BTTC - Town Clerk)

*The meeting was opened by Cllr Kelly.*

1. Appointment of Committee Chairman

Cllr Kelly nominated Cllr Arnold (in his absence) who had expressed a prior interest in chairing future meetings if elected. Cllr Elphick 2<sup>nd</sup> the nomination. In the absence of further nominations, Cllr Arnold was duly elected Committee Chairman.

*It was agreed that Cllr Kelly would continue to chair the meeting in Cllr Arnold's absence.*

2. Apologies for absence:

Cllr Ms J Blair (Ex officio)  
Cllr U Arnold  
Mrs T Stone - Devon Guild of Craftsmen  
Mr J Clevett - Wildmoor Deli  
Mr M Lacey - Dartmoor Gallery

3. Minutes of Previous Meeting

The minutes of the previous meeting were discussed and agreed by those present that they were a correct record. Cllr Leigh expressed his disappointed with the delay in receiving this feedback around the draft TMP.

4. Draft Traffic Management Plan

Cllr Kelly welcomed John Fewings. John referred to initial comments which were submitted by email (copy previously circulated). General concerns highlighted:

- i) traffic speeds can increase with a one-way system
- ii) issues with creating loops for some householders to access homes
- iii) other issue is with bus and confusion to service users with getting on at one stop and off at another stop?
- iv) similar parents parking scheme in Chudleigh started well initially, but then not as well supported going forward.
- v) beware that any one-way system will cause complaints. Mustn't underestimate the amount of complaints that come forward if a scheme is progressed.



Cllr Kelly responded to some points of concern. Stagecoach absolutely support a one-way system as they currently lose a huge amount of time in Bovey with current routes. Cllr Elphick also suggested re-numbering the existing services (39 and 39a)?

Cllr Kelly highlighted the rapid closure of shops. Retailers require more parking outside of their premises.

Cinema Paradiso and Dartmoor Distillery will be attracting people up the top end of the town. Cllr Bray referred to the previous occasion when the road markings were removed and repainted. This was the busiest time for retailers as people could park easily. Cllr Leigh referred to feedback received from previous consultations which has informed the plan (e.g. didn't want 'No Entry' signs at the bottom of town).

John Fewings highlighted the potential costs. Revised traffic order needs to be publicised, HATOC meets 3 times a year and needs to consider the plan. Any scheme like this could cost hundreds of thousands of pounds (£500,000)? And enquired where will the funding come from? John agreed to speak to DCC's Development Control Officer and report back on future CIL income projections for Bovey (action).

Cllr Evans enquired about introducing a 20mph speed limit in the town? John Fewings responded explaining that generally speed limits should be self-enforcing these days, signage doesn't work, people aren't prosecuted. Physical speed calming is the way to address issues with speeding.

Cllr Leigh enquired further about Chudleigh's school parking scheme. DCC gave parents a permit to drop off and pick up. The school pushes the scheme and it takes off, then drops off gradually. John Fewings suggests it is a good idea and helps to stop peak school time congestion. Sometimes however schemes like this are abused. In Chudleigh the car park is across the road from the school.

Cllr Evans - highlights that it's a good plan and should further consult locally now.

Cllr Gribble - believes shopkeepers are very supportive of a change.

Cllr Elphick - can only help to stimulate business in the town, although it is recognised it will inconvenience some people in the town.

The Town Clerk asked if anything further can be undertaken to enhance the current draft TMP? John Fewings highlighted that the cost and subsequent funding will be the large concern.

Cllr Kelly - highlighted concerns that the NDP process could slow-up this process. If we can't identify all the funding needed, we should breakdown sections of the plan and consult over what are the priorities? Without buy-in from Highways however, we couldn't progress a scheme. PR needs to pre-empt issues and publicise the scheme well.

Cllr Kelly enquired as to the next steps? John Fewings will talk to Michelle about what development is planned and where we are in planning stages and what calls there are already on potential future developer contributions? Then:

- Town Council to consider DRAFT TMP
- Further Level of community consultation to be undertaken
- Safety audit to be costed and funding to be identified
- Scheme costs to be identified and subsequent funding package to be put together as HATOC will not consider without funding put in place.

Cllr Kelly highlighted concerns with just progressing with town centre square enhancements as this would lose valuable parking places if undertaken on its own and not part of the wider scheme.

5. Agenda Items for next meeting

The Town Clerk highlighted the recent circulation of TDC's Economic Development Plan. It was agreed to circulate this by email.

6. Agenda Items for Next Meeting

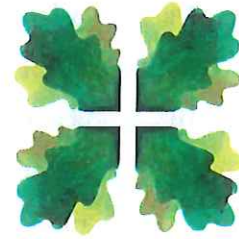
Cost estimates for a Safety Audit and overall scheme costs.

7. AOB

It was agreed that the next meeting should take place towards the end of July.

Meeting closed at 7.02pm.

Mark Wells  
Bovey Tracey Town Council  
Town Hall  
Town Hall Place  
Bovey Tracey  
TQ13 9EG



**DOUG PRATT**  
TREE CONSULTANCY

Ref: DPTC/18.077

Date: 6<sup>th</sup> September 2018

Dear Mark Wells,

### Inspection of Monterey cypress tree; Newton Road, Bovey Tracey

Further to your instruction, I can confirm that I have now inspected a Monterey cypress growing in the recreation ground at Newton Road, to assess its condition and associated risk. Please take this letter as a report of my findings.

### Methodology and limitations

I inspected the cypress (*Cupressus macrocarpa*) on the 5<sup>th</sup> September 2018, during good viewing conditions. The cypress is located as indicated on the tree location plan, page 3.

The inspection entailed close observation of the tree base and stem, and the main branch structure, all from ground level. In addition, I made note of overall health.

Because the condition of trees can change following severe weather conditions, the effects of disease or pests, and other abiotic factors, so the accuracy of this report decreases with time. This report is most valid for 12 months from the date of assessment.

### Status

The tree is not shown as protected by a Tree Preservation Order (TPO) according to the Teignbridge District Council (TDC) 'Protected tree checker'<sup>1</sup>.

### Observations

- The cypress is mature and is circa 20m in height with a stem diameter of 200cms. It has a crown spread of up to 30m.

<sup>1</sup> <https://www.teignbridge.gov.uk/planning/forms/protected-tree-checker/?uprn=100040328851&x=281366&y=77712>

- The cypress displays reasonable vitality, although it displays localised dieback due to Seiridium canker disease (*Seiridium cardinale*)<sup>2</sup>.
- The cypress has no serious structural defects:
  - The main stem bifurcates at 7m to form two main limbs. Within the junction thus created there is a degree of included bark, visible from the east.
  - Minor dead wood of average diameter of 50mm or less throughout the crown.
- The rootflare<sup>3</sup> and surrounding ground is intact.

### Interpretation of observations

The cypress is of reasonable condition overall and given the adjacent highway to the east and swimming pool to the west, it represents a risk of harm of 1/1,000,000<sup>4</sup> over the following 12 months. This represents tolerable risk<sup>4</sup>.

### Conclusions and Recommendations:

- An inspection of a large, mature Monterey cypress on recreation ground belonging to Bovey Tracey Town Council, at Newton Road, Bovey Tracey, has been made to assess its condition and associated risk. The tree is not protected by Tree Preservation Order.
- The cypress is of reasonable health and satisfactory structural form.
- The risk which the cypress tree presents is acceptable, as per the guidelines of Quantified Tree Risk Assessment. This applies for the following 12 months.
- Barring unforeseen changes in its rooting environment, adverse weather events such as heavy snowfall or winds of Beaufort Scale 7 or above, or the effects of pests and disease, I do not anticipate any significant change in the tree's condition in the medium term; over the next two years.

That concludes the extent of my report, but if you have any questions relating to this tree please do not hesitate to contact me.

Yours sincerely,

*D. P. Pratt*

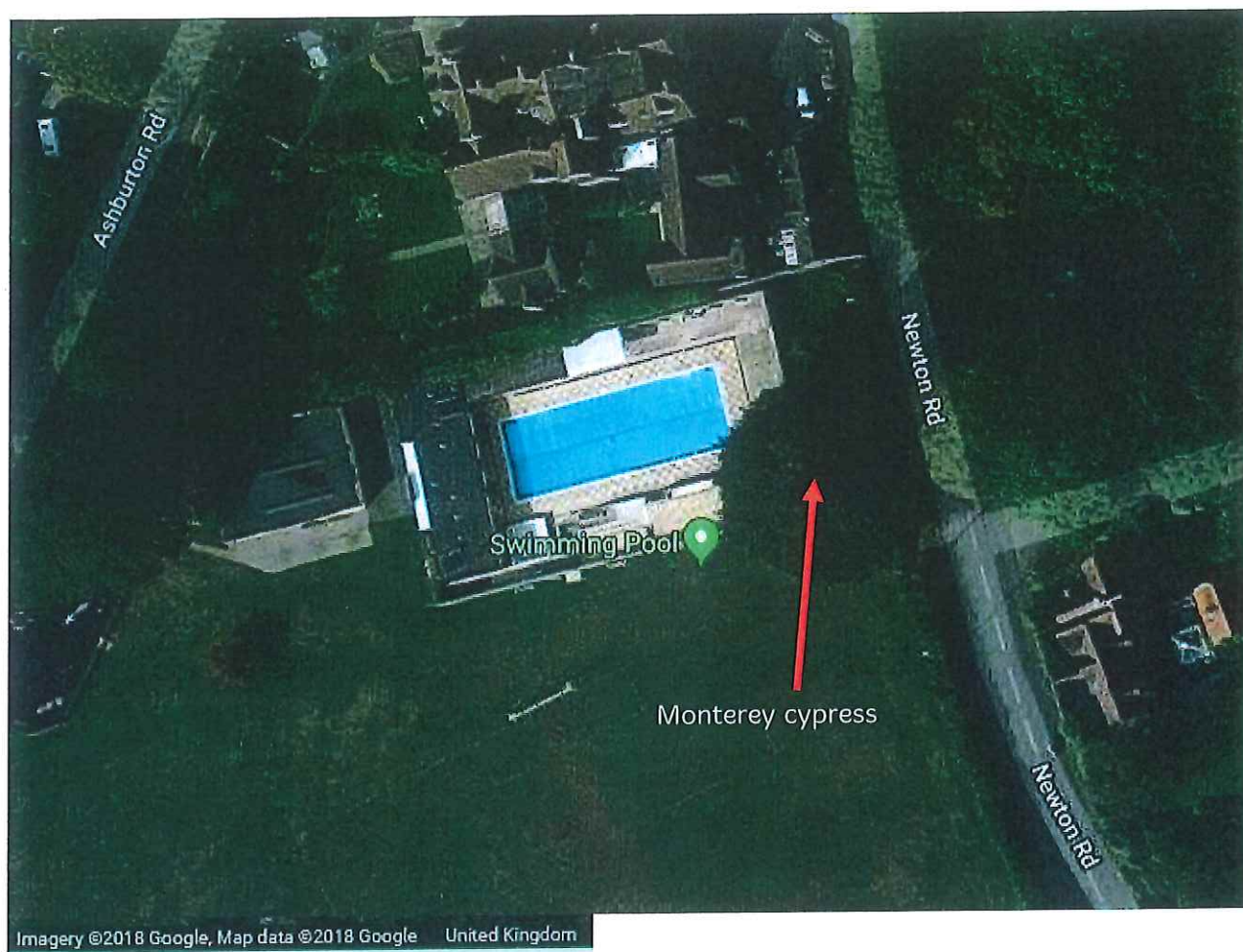
Doug Pratt BSc (Hons.) For., F. Arbor A.

<sup>2</sup> <https://www.trees.org.uk/kentcotrees/Trees.org.uk/files/f2/f27c4905-515f-4a4b-b95e-3a225808e2cc.pdf>

<sup>3</sup> The rootflare is the part of the tree where the trunk and main roots merge.

<sup>4</sup> Quantified Tree Risk Assessment (QTRA) Version 5.6/16, see <http://www.qtra.co.uk/cms/index.php?section=25>.





Tree location plan



**Bovey Tracey Town Council**

Town Hall

Town Hall Place

Bovey Tracey

Telephone: 01626 834217

Email: [info@boveytracey.gocv.uk](mailto:info@boveytracey.gocv.uk)

Town Clerk: Mr Mark Wells

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**TENDER FOR:**  
**Grounds Maintenance Contract**  
**January 2019- January 2021**

**TENDER SUBMISSION DEADLINE:**  
**Monday 3<sup>rd</sup>**  
**December 2018**

**Timescales relating to this Tender are as follows:**

Issue of tender document and advertising	Tuesday 16 <sup>th</sup> October 2018
Closing date for receipt of Expression of Interest	<u>Monday 5<sup>th</sup> November 2018</u>
Closing date for questions relating to Tender	Friday 23 <sup>rd</sup> November 2018
Closing date for receipt of Tender	<b><u>Monday 3<sup>rd</sup> December 2018</u></b>
Selection considered at Finance Meeting	Monday 7 <sup>th</sup> January 2019
Earliest tender award date	Mid January 2019
Contract start date	Tuesday 22 <sup>nd</sup> January 2019

## **Section 1 (Introduction)**

- 1.1** Bovey Tracey Town Council is responsible for the provision of grounds maintenance for a number of green spaces across the parish of Bovey Tracey, which includes the ward of Heathfield.
- 1.2** For these areas (highlighted on the attached map) the Town Council now wishes to tender for the following service: (full details provided in Section 4)
- Grass cutting
- 1.3** An Expression of Interest (Appendix A) must be submitted according to the instructions therein by midday on Monday 5<sup>th</sup> November 2018. Failure to do so will exclude any applicants from the tender process.
- 1.4** Any questions relating to this tender must be raised in writing no later than Friday 23<sup>rd</sup> November 2018. Questions should be addressed to the Town Clerk: Mr Mark Wells preferably by email: [info@boveytracey.gov.uk](mailto:info@boveytracey.gov.uk) or by letter to Bovey Tracey Town Council, Town Hall, Town Hall Place, Bovey Tracey, TQ13 9EG. Any questions raised and the answers returned will be distributed to all companies that submit an Expression of Interest.
- 1.5** All tender submissions must be received by noon on Monday 3<sup>rd</sup> December 2018 using the envelope template (provided in response to receipt of an Expression of Interest). Tenders are to be opened after 1pm on 3<sup>rd</sup> December 2018 by the Town Clerk in the presence of at least one Town Councillor. Any tenders received after this time, incomplete or without first sending an Expression of Interest will not be considered.
- 1.6** Any Contractor who canvasses any Member or Officer of the Council, directly or indirectly, relating to the award of this contract will be disqualified.
- 1.7** If any Contractor:
- a) Fixes or adjusts the amount of the tender by arrangement with any other persons; or
  - b) Communicates to any person other than the Council the amount of tender (unless disclosure is made for insurance purposes, for example); or
  - c) Agrees with any other person that they will agree not to tender or as to the amount of any other tender to be submitted; or
  - d) Offers or pays any sum of money to any person to induce such a person to accept the tender

then the Contractor shall be disqualified from tendering and may be subject to civil and criminal liability.



- 1.8 Tenderers should note that, as part of the evaluation process, they *may* be asked to attend a meeting at which they will be expected to present and answer questions on their bid. Tenderers will be contacted if it is decided that a meeting needs to be arranged and such meetings will take place in the Town Council Offices, or as arranged.
- 1.9 Tenders will be evaluated in accordance with the information provided within the Tender Form submission and accompanying table of costs (Appendix B).
- 1.10 The Town Council is not bound to accept any tender, but every effort will be made to reach a decision on the award of contracts by mid January 2019.
- 1.11 **Evidence of the Contractor's flexibility and response to operational changes during the term of the contract is crucial.**

## **Section 2 (Instructions)**

- 2.1 You should only complete the Tender after reading and fully understanding the tender document. Where necessary, any additional information must be obtained at the expense of the tenderer in preparation of their submission.
- 2.2 If you have any doubt at all on how to complete the tender please contact the Town Clerk, Mr Mark Wells by email at [info@boveytracey.gov.uk](mailto:info@boveytracey.gov.uk)
- 2.3 Please note that once the tender has been submitted, you will not have the opportunity to alter its contents. Once a Tender has been awarded no allowance can be made for any errors, omissions or misjudgements by the Contractor in Tendering.
- 2.4 All tenders submitted must be in accordance with the specification provided (Section 4). Tender forms must be completed in full and signed.
- 2.5 Tenders must be accompanied by:
- A method statement of how the Contractor would provide the service(s). The Town Council will reserve the right to confidentially discuss these statements with the Contractor.
  - All relevant documentation that demonstrates compliance with current Health and Safety Legislation as detailed in Section 3.
  - Rates and Prices exclusive of VAT including all travel time and expenses (no additional payment will be made in respect of any changes in the cost to the contractor of labour, materials and plant employed in providing the service).
  - Where applicable, the documents listed within the enclosure checklist (section 3).
- 2.6 Tender forms must be submitted in the envelope provided, before the deadline at noon on Monday 3<sup>rd</sup> December 2018. Any tenders received after this time will not be considered, and returned to the respondent.



### **Section 3 (The Tender)**

**To:** Bovey Tracey Town Council  
Town Hall, Town Hall Place, Bovey Tracey, TQ13  
9EG

**Telephone:** 01626 834217

**Email:** [info@boveytracey.gov.uk](mailto:info@boveytracey.gov.uk)

**Town Clerk:** Mr Mark Wells

**3.1** I/We tender to carry out the work and/or provide the services/goods or materials referred to in the contract specification (Section 4) in accordance with the details set out overleaf. I/We agree that this tender together with the Council's written acceptance will constitute a contract between us.

**3.2** I/We certify that this is a bona fide tender and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we agree not to do at any time before the tender closing date any of the following:

- Communicate to a person the amount or approximate amount of the proposed tender, except where the disclosure is in confidence and necessary to obtain insurance premium quotations required in connection with the preparation of the tender submission
- Enter into any arrangement or agreement with any person(s) that they should refrain from tendering or as to the amount of any submission
- Offer to pay any sum of money or gift to any person for doing so any of the acts above.

**3.3** Organisation Identity (*Block Capitals Only*)

**Name of Company**.....

**Contact Name**.....

**Registered Address**.....

.....

**Telephone No(s)**.....

**Email**.....

**Primary Address** (*From which the services will be provided, if different from above*)

.....

.....

- 3.4** Please indicate below the principal business activity of your organisation and main geographical area (you may attach a separate sheet headed '**3.4- Business activity**' if required).

**3.5** Legal information:

- What is the status of your organisation? (eg, sole trader, limited liability partnership, public limited company, private limited company, charity etc)

.....

- Date of formation of organisation: .....

- VAT Registration Number (*indicate if Not Applicable*): .....

- Are there any court actions and/or tribunal hearings outstanding against your organisation?                      **YES**     /     **NO**

- Has your organisation been involved in any court action and/or tribunal hearings over the last three years?                      **YES**     /     **NO**

If you have answered **YES** to either question, please provide details on a separate sheet headed '**3.5- Legal Information**'

- Please give the names and responsibilities of any Directors/Partners of your organisation

**3.6** Tenderers will be required to remove (where stipulated) from sites all waste materials including, but not limited to: grass, wood, bark, paper, metals, plastics, glass. Tenderers should indicate how they separate and dispose of the materials described in this clause. (If continuing on a separate sheet use the heading '**3.6- Waste Disposal**' or if already outlined in summary of work, please reference below.

.....

.....

**3.7** All Contractors undertaking works under this tender must satisfy Bovey Tracey Town Council of their competency regarding Health and Safety:

- Please enclose:
  - A copy of you organisation's Health and Safety Policy which should include details of how compliance is measured.
  - Copies of Risk Assessments for all processes of work that will be undertaken as part of this tender.

Please use the header '**3.7- Health and Safety/Risk Assessments**'.

**3.8** Please provide details below for at least three references for current or recent contracts/ provision of services relevant to this tender (If continuing on a separate sheet use the heading '**3.8- References**'). The Town Council may contact these referees as part of the evaluation process any time following receipt of tender submissions and our permission to do so will be assumed:

**Referee 1**

**Contact Name** .....

**Telephone No(s)** .....

**Email** .....

**Address** .....

**Brief Description of Contract** .....

.....

**Referee 2**

**Contact Name** .....

**Telephone No(s)** .....

**Email** .....

**Address** .....

**Brief Description of Contract** .....

.....

**Referee 3****Contact Name** .....**Telephone No(s)** .....**Email** .....**Address** .....**Brief Description of Contract** .....

.....

**3.9** Please provide details of your organisation's insurance protection in relation to employer's liability, public liability and professional indemnity:

<b>POLICY</b>	<b>INSURER</b>	<b>VALUE (£)</b>
Employers Liability		
Public Liability		
Professional Liability		

*Please enclose copies of the relevant certificates*

**3.10** On a separate sheet headed '**3.10- Additional Information**':

- Please describe your organisation's previous experience of providing similar services to those required in this tender.
- Indicate your maximum response time for non-routine works, Monday to Friday and Weekends between 0800 and 1800.
- Any additional information you feel is relevant.

**3.11** Pricing Instructions are as follows:

- The scope of works is outlined in Section 4, Tenderers are required to review this and respond with appropriate costs by completing Appendix B.
- Prices indicated would apply for year one (2019) and year two (2020) and prices will be subject to appropriate inflation uplift if extended beyond this period.
- Actual frequencies of cuts are to be agreed with the Town Council as the season progresses.

**3.12** Payment Terms are as follows:

- The Town Council will only make payment against itemised supplier invoices that are issued with a completed attendance sheet (see Appendix D);
- Payments are made by cheque;
- Invoices must be received in a timely manner by the Town Clerk;
- Invoices received for additional work not authorised by the Town Council will be rejected;
- If the supplier is declared bankrupt, is liquidated or placed into administration the contract will immediately become null and void;



- If the supplier is found guilty of committing fraudulent acts (associated with this Contract or otherwise) the Town Council will have the right to terminate the contract without prior notice.

**3.13** A site visit may be arranged prior to the tender closure date. If a formal site visit is not arranged, tenderers are expected to make their own site visits. Tenderers are required to satisfy themselves that they have sufficient information to prepare a detailed price offer. Any errors made due to failure to obtain any information will be the responsibility of the tenderer.

**Signed** .....

**Print** .....

**Date** .....

#### **Enclosure Check List**

Please check that you have enclosed the following documents (*where applicable*) with your completed questionnaire. Please ensure that all attachments are clearly titled and referenced as detailed in the related section.

- |                            |                           |
|----------------------------|---------------------------|
| • Method Statement         | • 3.6 - Waste Disposal    |
| • Costs Table (Appendix B) | • 3.7 - Health and Safety |
| • Insurance Certificates   | • 3.8 - References        |
| • 3.4 - Business activity  | • 3.10 - Additional       |
| • 3.5 - Legal Information  |                           |

#### **Timescales relating to this Tender are as follows:**

Issue of tender document and advertising	Tuesday 16 <sup>th</sup> October 2018
Closing date for receipt of Expression of Interest	<u>Monday 5<sup>th</sup> November 2018</u>
Closing date for questions relating to Tender	Friday 23 <sup>rd</sup> November 2018
Closing date for receipt of Tender	<b><u>Monday 3<sup>rd</sup> December 2018</u></b>
Selection considered at Finance Meeting	Monday 7 <sup>th</sup> January 2019
Earliest tender award date	Mid January 2019
Contract start date	Tuesday 22 <sup>nd</sup> January 2019

## **Section 4 (Specification)**

The Town Council has created the following specification for the work to be included in the contract. Please note that the areas included within the contract can be seen in the attached plans (Appendix C).

### **4.1 Grass Cutting:**

- Grass cutting will be undertaken between April and November throughout each year according to the table of costs in Appendix B.
- Prior to grass cutting, all litter will be removed to prevent injury to persons or damage to property. Litter includes paper, tins, bottles, dog waste, fallen twigs, branches and stones which are more than 30mm in diameter.
- Rotary or cylinder machines may be employed along with strimmers for areas around trees, obstacles and headstones. Please note care should be taken when cutting grass around young/vulnerable trees, headstones etc.
- Mowing shall take place on the full area of grass, up to the boundary.
- The contractor will clear all grass clippings arising from mowing operations from hard surfaces, paths, paved areas, headstones, memorials and any other horticultural features.
- When working in the Cemetery, contractors are expected to stop work and maintain silence when any interment takes place. Details of interments are available from the Town Council Office prior to commencing work.
- During extremely wet conditions where damage to the surface is likely to occur, grass cutting will stop and the Contractor must notify the Town Clerk.
- Any areas that have not been maintained in accordance with this specification must be re-cut at the cost of the Contractor.
- Contractors will provide their own skilled labour and well maintained machinery.
- An attendance sheet must be submitted to the Town Council office immediately following the completion of work undertaken (see Appendix D)

### **4.2 Damage to properties:**

- Any damage caused to property (ie. Vehicles, benches) during grass cutting will be reported to the Town Clerk, and where possible, the owner. Any costs arising for repairs will be covered by the Contractor, as per their company regulations.
- The Contractor is required to protect buildings, fences, gates, walls, landform, vegetation and other site features that are to remain in position during the performance of the Service.
- Any damage caused due to the Contractor's negligence will be reported immediately to the Town Clerk, and will be reinstated at the Contractor's expense.

- Any item found to be in a dangerous condition shall be immediately made safe or removed to a store provided by the Contractor as soon as the defect is noticed.

### **Section 5 (Conditions)**

- 5.1 Bovey Tracey Town Council reserves the right to accept the quotation in total, in part only, or not at all.
- 5.2 Bovey Tracey Town Council is not obliged to accept the lowest quotation price submitted. The emphasis for acceptance will not only depend upon price, but on quality of service provided, working relationships between parties, flexibility and any added value a contractor can bring to this contract. Further details of added value that is offered should be detailed within any submission.
- 5.3 Contractors will comply fully with Health and Safety Legislation pertaining to this type of work.
- 5.4 All accounts to be invoiced on a monthly basis attached with a copy of the attendance sheet/s showing the work invoiced for (see Appendix D)
- 5.5 If acceptable standards and quality of service are maintained throughout the initial contract period, Bovey Tracey Town Council reserves the right to extend the contract for a further 12 months or two years.
- 5.6 When submitting your quotation, please indicate if you would normally include VAT on your invoices, or as a separate item
- 5.7 Quotations must be submitted using the envelope template provided no later than midday on Monday 3<sup>rd</sup> December 2018.
- 5.8 Bovey Tracey Town Council reserve the right to vary in new sites or remove existing sites as changing circumstances might dictate.
- 5.9 The frequencies within the table of costs (Appendix B) are provided as a guideline only. The weather will have an impact on the potential to change frequencies to either more cuts or less cuts and this will be managed directly between the Contractor and Bovey Tracey Town Council.

## APPENDIX A- EXPRESSION OF INTEREST FORM



### **Bovey Tracey Town Council**

Town Hall

Town Hall Place

Bovey Tracey

Telephone: 01626 834217

Town Clerk: Mr Mark Wells

---

**To:** Bovey Tracey Town Council  
Town Hall, Town Hall Place, Bovey Tracey, TQ13  
9EG

**Telephone:** 01626 834217

**Email:** [info@boveytracey.gov.uk](mailto:info@boveytracey.gov.uk)

**Town Clerk:** Mr Mark Wells

*Please Note:*

***THIS FORM MUST BE RECEIVED BY NOON ON MONDAY 5<sup>TH</sup> NOVEMBER 2018***

***FAILURE TO DO SO WILL RESULT IN EXCLUSION FROM THE TENDERING PROCESS.***

**Date:** .....

**Company Name:** .....

**Contact Name:** .....

We confirm our interest in tendering for the grounds maintenance contract as detailed in **Section 1** in the tender document. Any further information in respect of this tender, including answers to questions raised by any tendering organisation should be addressed to the following:

**Name:** .....

**Address:** .....

.....

.....

**Telephone No(s):** .....

**Email:** .....

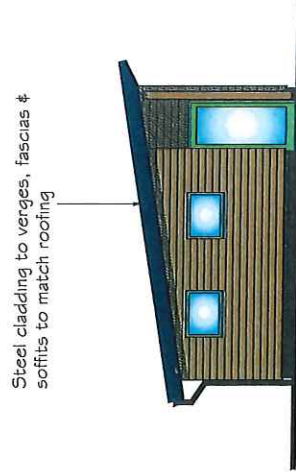
**Signed** .....



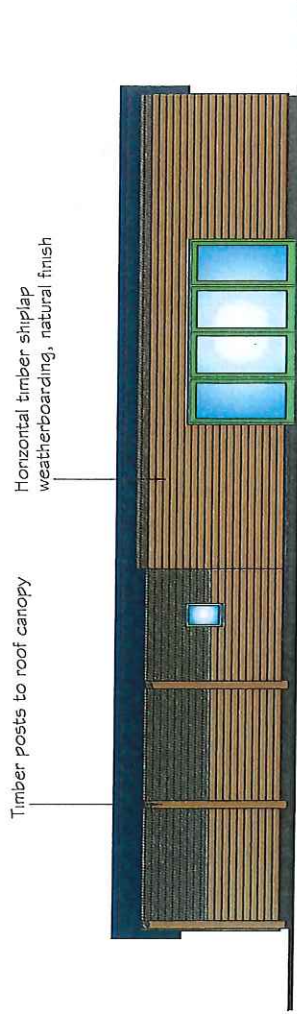
# NOTES

Figure dimensions must be taken in preference to  
 text. Dimensions are given in metres unless  
 otherwise stated. All drawings are subject to  
 copyright.

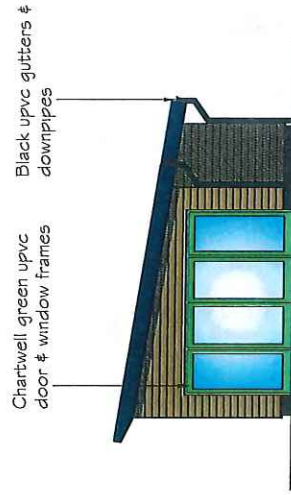
All drawings are subject to copyright.



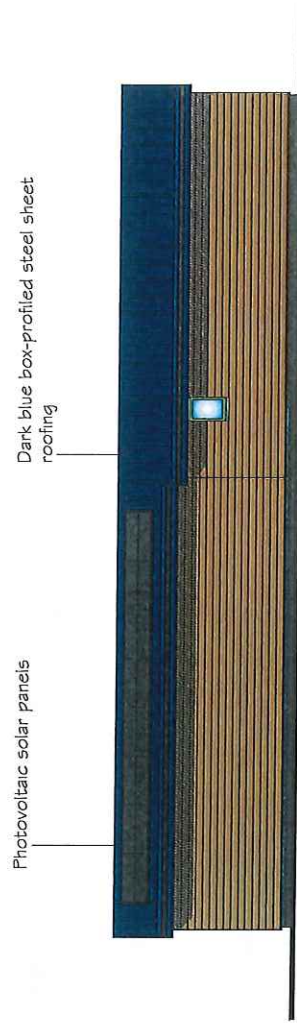
NORTHEAST



SOUTHEAST



SOUTHWEST



NORTHWEST



REV	DATE	BY	DESCRIPTION
A	11/7/10	TR	Timber boarding detail amended.
B	18/1/15	TR	Notes added.

CLIENT  
 BOVEY TRACEY  
 LAWN TENNIS CLUB

PROPOSED NEW  
 CLUBHOUSE

PROPOSED  
 CLUBHOUSE

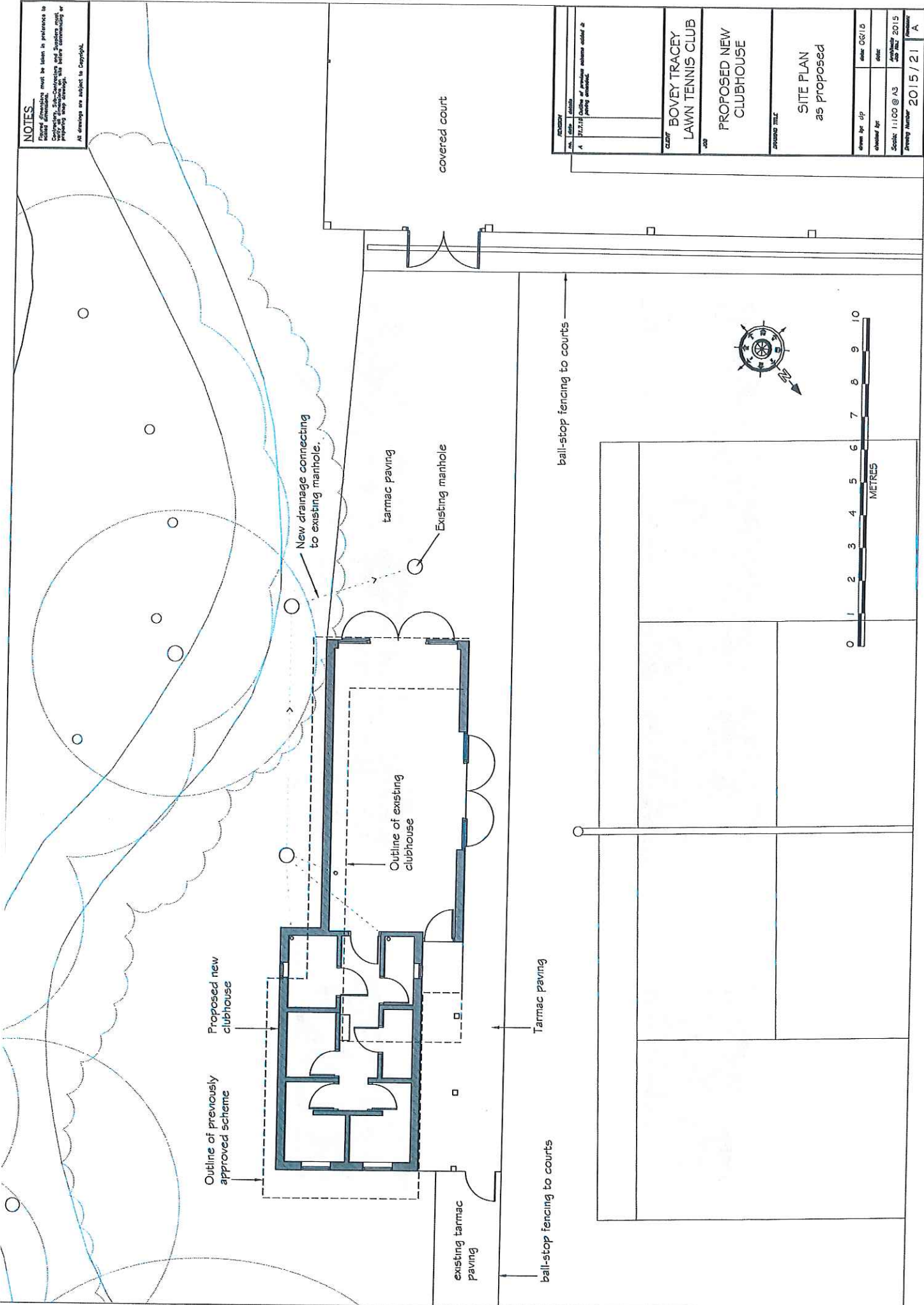
ELEVATIONS  
 as proposed

drawn by	dp	date	07/1/10
checked by		date	
scale	1:100 @ A3	project	2015
drawing number	2015/22	revision	B


# NOTES

Proposed drainage must be taken in preference to  
existing drainage. All drainage must be taken to  
existing manhole. All drainage must be taken to  
existing manhole. All drainage must be taken to  
existing manhole.

All drawings are subject to copyright.



Project	Client	Scale	Drawn by	Checked by	Date
Bovey Tracey Lawn Tennis Club	BOVEY TRACEY LAWN TENNIS CLUB	1:100 @ A3	2015	2015	2015
Proposed New Clubhouse	PROPOSED NEW CLUBHOUSE	2015/21	A		
SITE PLAN as proposed					
Approved TMC					
drawn by: dip					
checked by: dip					
Scale: 1:100 @ A3					
Drawing Number: 2015/21					
Revision: A					

  
310 September 2018.

Dear Mr Ashby,  
Land to the East of Fure Aa Tenore

Thank you for your prompt reply to my letter.  
However, it seems from the latest Mid Devon  
Advertiser that the N.H.S. Foundation Trust are  
going to make a decision about the old Hospital  
site in the next six to eight months. It is possible  
they will sell to a developer!

If this takes place, then the plans mentioned in my  
letter will not be required.

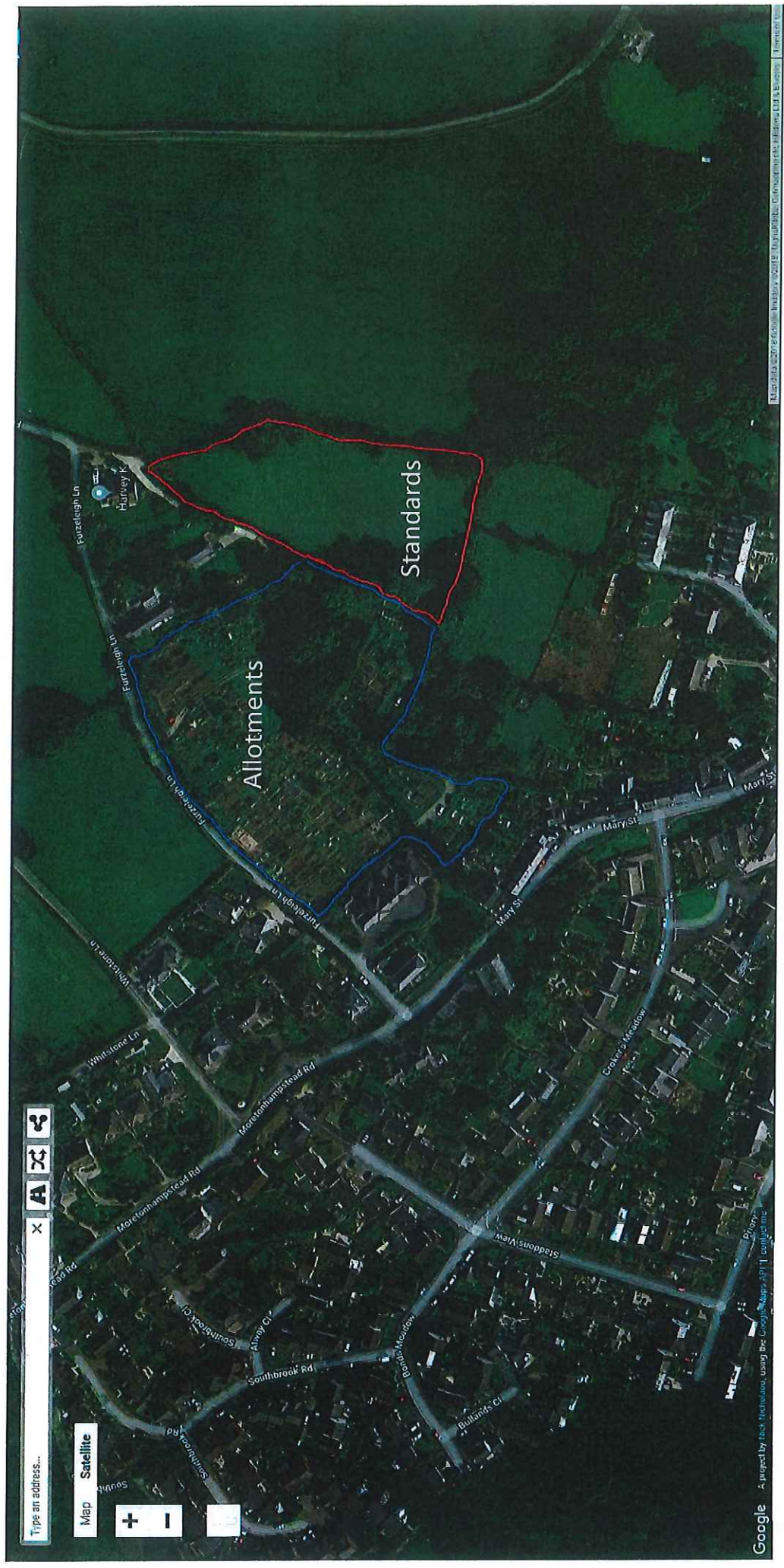
As I am retired now, I am anxious to release my  
assets. Would St. Leon Council be interested  
in purchasing "Standards" — my top slope field —  
to add onto their allotment field? The boundary  
hedge between us is Council property.

I have worked for solicitors for over twenty years  
dealing in conveyancing — hence am fully aware  
of the pitfalls in this type of deal.

Look forward to hearing from you in due course.

Best wishes,





Type an address...

Map Satellite





# Bovey Tracey Cricket Club

Formed 1850

[www.boveytraceycc.co.uk](http://www.boveytraceycc.co.uk)

President: Rob Phillips

Chairman: Nigel Mountford,

Hon. Secretary: Colin Shute,

Hon. Treasurer: David Woods,

Affiliated to: \*Devon County Cricket Club (D.C.C.C.) \* Devon Cricket Board (D.C.B.) \* The Devon Cricket League. (D.C.L.)  
\*Devon Association of Cricket Officials (D.A.C.O.) \* England & Wales Cricket Board (E.C.B.)

17<sup>th</sup> September 2018

Dear Councillors

The cricket club has enjoyed another successful season. Having won the Devon Premier League in 2017 the 1<sup>st</sup> team retained it's Premier League status. The 2<sup>nd</sup> team won the 'C' Division West and has gained promotion to the 'B' Division and now the leading 2<sup>nd</sup> anywhere in Devon. The 3<sup>rd</sup> team also won promotion and the 4<sup>th</sup> team continues to provide cricketing opportunities for young and old alike. Our ladies section goes from strength to strength. Additionally, and most importantly, we are the most successful youth section in the South Devon area.

The cricket club only operates successfully with the assistance and commitment of a group of volunteers, who give up time and effort for the greater good of the club. The membership of the club currently stands at over 350 people. We hope that Bovey Tracey is justifiably proud of it's cricket club.

Further to this update, the purpose of this letter is to request support from the Town Council, not necessary funds. Increasingly, we need to attract sponsors to improve the services the club can offer the community. With this in mind, we would like to invite the Town Council to the club to discuss our plans to increase revenue at the club. Please could you suggest date when you could spare an hour to come to the clubhouse and discuss our plans on-site.

I hope to hear from you in due course.

Kind regards

Jeremy Christophers

- 2<sup>nd</sup> Team Captain
- Lead for the Social and Commercial Team



## Heads of Terms

*These Heads of Terms contain the principle terms agreed by the Landlord and the Tenant. They are not exhaustive and are not to have any contractual effect nor impose or create any legal binding obligations or liability.*

### SUBJECT TO CONTRACT AND FORMAL APPROVAL

<b>LANDLORD:</b>	Teignbridge District Council, Forde House, Brunel Road, Newton Abbot, TQ12 4XX
<b>TENANT:</b>	Bovey Tracey Town Council, Town Hall, Town Hall Place, Bovey Tracey, TQ13 9EG
<b>PREMISES:</b>	The Landlord shall grant a lease of all that land being approximately 60m <sup>2</sup> at Station Road, Bovey Tracey delineated and shown edged red on the attached plan.
<b>TERM:</b>	A new <b>20 Year Lease</b> . The lease will be contracted outside of sections 24 to 28 of the Landlord and Tenant Act 1954.
<b>RENT:</b>	To be agreed
<b>RENT REVIEW:</b>	The rent will be reviewed on the anniversary of the fifth year of the term subject to an indexation to the Retail Price Index and every five years thereafter.
<b>USE:</b>	The premises shall not be used for any purpose other than for the purposes of a maintenance shed / store.
<b>RIGHTS:</b>	The Tenant will be permitted a right of access across the Councils retained land, known as Station Road Car Park, both vehicular and pedestrian. However the tenant will be required to ensure a valid parking ticket is displayed at all times, when parking on the Landlords land.
<b>INSURANCE:</b>	The Tenant shall insure and keep insured the premises against damage or destruction to the full value thereof. The Tenant shall also be responsible for the insurance of all contents.
<b>BREAK CLAUSE:</b>	

These lease terms are prepared in accordance with the Code for Leasing Business Premises. Please see [www.leasebusinesspremisses.co.uk](http://www.leasebusinesspremisses.co.uk) or consult a qualified Surveyor or Solicitor.

	Either party will have the right to terminate the agreement at any time after the first 12 months of the lease subject to a further 12 months prior written notice such notice expiring at any time after the first anniversary of the lease.
<b>ASSIGNMENT/ SUBLETTING:</b>	The Tenant shall not be permitted to assign or sub-let the lease or part with possession of the premises in any way.
<b>REPAIRS &amp; MAINTENANCE:</b>	The Tenant to be responsible for all repairs and maintenance in relation to the land, structures, infrastructure, paths, buildings, and any other items contained within the demise.
<b>SECURITY:</b>	The Tenant shall be responsible for all security arrangements relating to the premises and its contents.
<b>RESERVATIONS:</b>	The Landlord reserves a general right of access for itself, its licensees and successors in title over the land.
<b>COMPENSATION:</b>	To the extent that the law allows no compensation shall be payable by the landlord at the end of the term for any adaptation or improvement works carried out by the tenant to the premises.
<b>FORFEITURE:</b>	In the event of the Tenant being in material breach of any of the conditions of the lease, the landlord will be permitted to terminate the lease with immediate effect.
<b>NUISANCE:</b>	The Tenant shall not do or permit anything to be done in or upon the premises or any part thereof, which in the opinion of the landlord may cause a nuisance or unreasonable annoyance or inconvenience to the landlord or the owners or occupiers of any adjoining or neighbouring property.
<b>ALTERATIONS:</b>	The Tenant shall not make any alterations or additions or erect any structures on the premises without the consent in writing of the landlord
<b>BOUNDARIES:</b>	The Tenant will be responsible for erecting (where necessary) and future maintenance of boundary fencing and gates to the premises.
<b>REINSTATEMENT:</b>	The Tenant has a lease of the site only. The Tenant will be responsible throughout the lease for keeping the site in good repair and condition and will be required to hand back vacant possession of the premises upon determination of the lease.

These lease terms are prepared in accordance with the Code for Leasing Business Premises. Please see [www.leasingbusinesspremises.co.uk](http://www.leasingbusinesspremises.co.uk) or consult a qualified Surveyor or Solicitor.



	Any structures erected or placed on the premises or additions thereto including services shall be removed at the tenant's own expense and land reinstated accordingly unless otherwise agreed in writing with the landlord.
<b>OUTGOINGS:</b>	The Tenant shall be responsible for all costs associated with the running of the land and any buildings erected thereon including payment for electricity, gas, water charges, Non Domestic Business Rates, and any other outgoings.
<b>STATUTORY REQUIREMENTS:</b>	The Tenant shall comply with all statutory and Health & Safety requirements.
<b>VAT:</b>	Any payments made to the Landlord under the terms of this lease will be subject to VAT.
<b>COSTS:</b>	Each party to bear their own costs in the setting up of this agreement.
<b>APPROVALS:</b>	These terms are Subject to Contract & Without Prejudice and subject to formal approval.
<b>FORMAL AGREEMENT:</b>	The Lease shall contain such other standard and usual terms and conditions as deemed necessary by the landlord's solicitor.
<b>PROFESSIONAL ADVICE:</b>	The Code of Practice on Commercial Leases in England and Wales strongly recommends that intending tenants should seek professional advice from a qualified surveyor, solicitor or licensed conveyancer before agreeing or signing a business tenancy agreement. The code is available through professional institutions and trade associations or through the website <a href="http://www.commercialleasecodeew.co.uk">www.commercialleasecodeew.co.uk</a> .

