

BOVEY TRACEY TOWN COUNCIL

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

4th December 2018

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 10th December 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.18/67 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.18/68 Minutes:

*To agree as a correct record and approve the minutes of the meeting of 15th October 2018 (*copy enclosed).*

RP&P.18/69 Community Centre Building:

*To receive and note the previous minutes of the Community Centre Steering Group meetings held on 26/10/18, 22/11/18 and 27/11/18 (*copies enclosed).*

RP&P.18/70 Highway Verges - Grass Cutting - 2019/20:

*To consider correspondence (*copy enclosed) from Devon County Council in relation to highway verge grass cutting for 2019/20.*

RP&P.18/71 Bovey Tracey Cricket Club (BTCC):

To consider two requests from BTCC:

- i) To erect additional sponsorship boards at the Recreation Ground (*copy of plan available at the meeting).*
- ii) To consider, in principle, relocating the cricket nets (*copy of plan available at the meeting).*

RP&P.18/72 Off-Street Parking:

Deferred item (RP&P.18/58) brought forward by Cllr Arnold to discuss off-street parking.

RP&P.18/73 Grounds Maintenance Contract 2019/21:

To consider the following quotations in relation to the future Grounds Maintenance Contract for the period from January 2019 - January 2021. Prices quoted below are the annual contract prices and overall tender total. All prices exclude VAT.

	<u>2019</u>	<u>2020</u>	<u>Total</u>
Quotation A	£11,360.00	£11,360.00	£22,720.00
Quotation B	£12,523.64	£12,523.64	£25,047.28
Quotation C	£ 9,640.00	£ 9,640.00	£19,280.00
Quotation D	£16,089.04	£16,089.04	£32,178.08
Quotation E	£13,858.67	£13,858.67	£27,717.34

RP&P.18/74 Town Hall - Business Lease:

To discuss current office and workshop lease arrangements and consider draft correspondence (*copy enclosed).

RP&P.18/75 South West in Bloom:

To receive and note feedback from the 2018 judging (*copy enclosed) and consider entering the competition in 2019.

RP&P.18/76 Station Road Car Park - Part Transfer:

Following item RP&P.18/61, to consider revised draft heads of terms (*copy enclosed).

RP&P.18/77 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 04/12/18.....

M WELLS
TOWN CLERK

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

Members received and noted the QTRA report following inspection on 5th September 2018 (**copy previously circulated*) and considered the conclusions and recommendations within. It was agreed that the report should be shared with those concerned.

Following discussion it was

Resolved:

To take no further action with the tree for a minimum of 12 months unless extreme weather conditions dictate otherwise.

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

Members noted that planning permission has been granted for the installation of a lighting column at the Recreation Ground to facilitate night landing for Devon Air Ambulance. It was further noted that the Devon Air Ambulance undertook a trial visit on the evening of 14th October.

RP&P.18/56 Grounds Maintenance Contract:

The current contract is due to expire on 31st December 2018. Members considered approving the contents of the Draft Tender Specification prior to release (**copy previously circulated*).

Following discussions and an update from the Town Clerk regarding the amendments to the contract it was

Resolved:

To approve the content and advertise the tender.

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

Members noted revised plans (**copy previously circulate*) 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. It was resolved to refer this item to a future meeting when Cllr Arnold would be present.

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

Members considered an offer from a neighbouring landowner to the allotment site (**copy previously circulated*).

Following discussion it was

Resolved:

To request the Town Clerk to obtain a land value from the seller. Following this, the item to be deferred for consideration by Full Council.

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

Members considered a request on behalf of BTCC (**copy previously circulated*).

The Chairman provided an update following a recent meeting and advised that the Cricket Club is looking, in principle, to site additional sponsorship boards temporarily at the Recreation Ground during the cricket season.

Following discussion it was

Resolved:

To approve, in principle, the siting of additional sponsorship boards at the Recreation Ground, subject to a future request regarding the size and location of the boards.

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

Members considered draft lease terms (**copy previously circulated*) which are necessary to facilitate accommodating the Town Council's proposed replacement workshop building. The Town Clerk particularly requested Members to consider the break clause proposed for 12 months. Following discussion it was

Resolved:

To request the Town Clerk to negotiate a nominal rent to be paid, if demanded, and the break clause to be extended for a longer period of notice. Following this the item to then be referred to Full Council for approval.

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

Members considered a request on behalf of the Nourish Festival to use Mill Marsh Park and Bullands Field for the parking of vehicles on Saturday 31st August 2019.

Resolved:

To grant the request with the proviso that the use of the facilities has a formalised start and more importantly finish time.

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

The Chairman provided an update following a site visit (ref. item RP&P.18/44). He explained that the meeting had concluded with a suggestion that a new 30m length of 3m high mesh fence is installed adjacent to the affected swimming pool wall, to house a small football goal mouth to provide the surrounding protection required.

Resolved:

To request the Town Clerk to apply for planning permission to install the fence and to seek comparative quotes to undertake the work.

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

Consideration was given to making an application for a road closure. The Chairman reported that the event will take place on Saturday 27th April 2019.

Resolved:

To request the Town Clerk to submit a road closure application in support of the event.

RP&P.18/65 Plastic Free Bovey:

Item brought forward by Cllr Allen. Cllr Allen provided an update on progress. He advised that a small Steering Group has been formed. To establish Plastic Free status prior to the target date of the end of November 2018, five objectives need to be met and these are being worked through. An Autumn Community Clean event has been arranged for Saturday 27th October at Bovey Heath, all welcome to attend.

Cllr Robillard advised that Devon Green Expo event will take place at Stover School on 25th October.

Cllr Allen referred to the resurfacing of Station Road and stated that the contractors, Glendinning Ltd, who undertook the work on behalf of DCC should be congratulated for their efforts in such poor weather conditions. However, he noted that water is pooling by the bus stop opposite the Methodist Church. He enquired if a gulley could be rechannelled to deal with the issue as previously arranged with DCC.

Cllr Kelly noted that the inspection chamber covers outside Tesco Express have been covered. DCC Cllr Gribble agreed to investigate.

The meeting closed at 7.50pm.

BOVEY TRACEY COMMUNITY CENTRE STEERING GROUP MEETING
HELD IN THE COUNCIL CHAMBER ON FRIDAY 26TH OCTOBER 2018 AT 10.00AM

Present:

Cllr Ms Jan Blair (Town Mayor)
Cllr Tony Allen
Cllr Robert Ashby
Cllr Rob Bray
Cllr Eoghan Kelly
Mrs Jackie Paxman – Bovey Tracey Library
Miss Erica Steer – Bovey Tracey Information Centre Trust
Mr Mark Wells – Town Clerk
Mr Peter Hall
Mr Paul Cooper – Peregrine Mears Architects

Cllr Eoghan Kelly chaired the meeting.

1. Apologies for absence:

None

2. Minutes of Previous Meeting

Mark circulated copies of the meeting minutes of 23rd May 2018. The group agreed they were an accurate record of discussion.

Actions from previous meeting:

IT Provision for DCC Library – No response from Scott – Jackie to chase a response on behalf of Paul.

Flood Warning & Evacuation Procedure Plan – Mark explained that a meeting between Erica/Jackie/Mark had taken place and a draft plan has been prepared.

Garage/Workshop Brief – Paul has prepared a drawing and is in discussion with the District Council in relation to securing part of the car park to site the workshop.

Party Wall – No records available to confirm ownership. Likely that it belongs to the Town Council as the site was present prior to the residential development surrounding the site.

3. Planning Condition Tracker

Paul confirmed that relevant parties within the Design Team were working in discharging the pre commencement conditions. Paul explained that the Archaeological Investigations will take between 2-3 weeks on-site and will be finished on site within 4 weeks from instruction. The previous investigations undertaken included 5 trenches dug in various locations. Additional investigations are now required as one trench needs particular attention due to various finds (clay pipes and finds from the pottery industry) from the results of the previous survey.

Materials (e.g. samples) are to be prepared with Devon Contractors prior to the submission of a full application to discharge pre-commencement planning conditions in one go.

4. Archaeological Investigation Quotes

Mark explained that this is agendered for the Finance Committee to consider on 29/10/18. Paul summarised that each quotation varied slightly, although was based on the same specification. It was noted that Quotation C has a wide variance, although mid line price is on par with others. Following discussion, it was proposed that Quotation A was progressed based on the fact that it was a fixed price sum. The steering group will make recommendation to the Finance committee accordingly.

5. Car Park Transfer

The Town Clerk provided an update on the car park transfer. Following discussions, it was agreed that a meeting should be arranged with District Members to highlight the current situation and share the benefits that the development will provide, in addition to highlighting the importance of transferring this piece of land. **The Town Clerk to arrange a meeting and see which Steering Group members can attend.**

6. Stage 2 Tender Report

Paul presented the Stage 2 Initial Tender Report and discussed the value engineering carried out to date. Further value engineering is required and presented to members the following options:

- Artificial slate to potentially be used instead of natural slate.
- Refining external works to include more soft landscaping. 20% saved on attenuation drainage, can now omit one of 5 attenuation tanks proposed.
- Proposals to remove the terrace to the North (station Road) – remove and replace with soft landscaping. Retrospectively this could be added in the future. Door could be kept for future addition of a terrace or replace with window of door size.
- reduce size of main hall
- Further reduce the building (tighten up circulation space)
- Lose southern courtyard and consolidate the plan (reduce amount of external walls)
- Pull the building away from boundary wall (to avoid affecting existing boundary wall)
- Reduce the amount of glazing (high level glazing to hall)
- Raise the height of the externally accessed w/c changing place (eliminates costly details)
- Further increase the areas of soft landscaping (to reduce the amount of attenuation capacity required)
- Other landscape amendments to simplify the design (omit low level walls)
- Lose one of the business enterprise offices (cost of provision exceeds original estimates)
- Omit elaborate timber display screen to entrance lobby (more cost-effective solutions are available)
- Omit the sliding folding doors (but retain the structure to receive them)
- Further simplify the roof (monopitch?)

Peter raised concern about the need to use alternative materials for the construction. Cllr Ashby questioned the revised estimate for the use of stone and the additional labour time involved with this. Peter questioned the use of slate for the roof. It was agreed that this would be discussed as a separate item at the next meeting.

Cllr Kelly & Cllr Ms Blair requested price estimates for the proposed changes before further considering amendments to the approved planning permission.

Cllr Allen and Cllr Kelly were concerned about considering reducing the building footprint.

Paul presented revised roof designs and it was agreed to obtain costings for these to discuss at the next meeting.

Paul explained that the Planning Officer is willing to provide initial feedback on any changes prior to any revised application being submitted.

8. AOB

None raised.

Meeting closed at 11.50am.

BOVEY TRACEY COMMUNITY CENTRE STEERING GROUP MEETING
HELD IN THE COUNCIL CHAMBER ON THURSDAY 22ND NOVEMBER 2018 AT 10.00AM

Present:

Cllr Ms Jan Blair (Town Mayor)
Cllr Tony Allen
Cllr Robert Ashby
Cllr Rob Bray
Miss Erica Steer – Bovey Tracey Information Centre Trust
Mr Mark Wells – Town Clerk
Mr Paul Cooper – Peregrine Mears Architects
Julie White – Randall Simmonds
Jason Sharp – Devon Contractors

Cllr Tony Allen chaired the meeting in the absence of Cllr Eoghan Kelly.

1. Apologies for absence:

Mr Peter Hall
Cllr Eoghan Kelly
Mrs Jackie Paxman – Bovey Tracey Library

2. Minutes of Previous Meeting

Minutes were agreed as an accurate record.

3. Archaeological Survey

The Archaeologists appointment has been confirmed. Work on site will be commencing on Tuesday 27th or Wednesday 28th November. On site work to be 1-week maximum, then any finds are to be catalogued, recorded and a report of information prepared. An agreed brief and ongoing dialogue has taken place with Bill Horner (County Archaeologist).

4. Stage 2 Tender report.

Following discussions around the preliminary changes discussed at the last meeting, various amendments have been undertaken to identify £83,500 which include:

- simplified roof to monopitch (single ply membrane). Paul to discuss roof form with Planning Officers. Roof materials proposed equate to £40-£43 per sqm. Jason explained that the proposed roof materials have a 25-year marine life and have been used on the Ice arena in Cardiff. This material is more robust than slate and in the event of any replacements required, this would not be anymore costly.

- 1m (length) and width 350mm reduced footprint of main hall. The remaining space is still over 10% larger than current facilities.

- Boundary wall requires underpinning and thought it would be more cost effective to retain. Jason suggested building a cavity wall within the site adjacent to boundary wall however the existing boundary wall may still require some stabilisation? Jason suggested as a cost saving exercise to demolish boundary wall (if deemed appropriate) and rebuild with a good

quality, close boarded fence if the neighbours were in agreement? Other strategies could be considered (eg offering part of the boundary land?).

- Jason explained that approximately 70 sqm was required to accommodate the attenuation tanks if it was possible to pull the building to the back of the site, locating the tanks in the green areas as required on site? These would require slight raising due to the invert levels that are being connected into.

The estimate at present is a conservative estimate and based on experience only. If progressed, then there will be a need to issue revised detailed plans to undertake thorough costings. The proposals however still leave a £147k difference from the budget.

Following discussion around the proposals, the SG agreed to the revisions in principle.

Paul, Jason and Julie asked the SG to consider and feedback on further suggested areas of saving. **Action: The SG to review the current floor plan and identify if any areas have crept up over time and if any further constraints can be made on the circulation areas? Other options include reducing the kitchen space/cleaners cupboard/ additional accessible toilets etc. SG to also consider a target sum to achieve.** Jason suggested £2,500 as a per sqm cost to assist with identifying savings.

Paul explained that the detailed design, once revisions are finalised, will enable the contractor to flush out any issues and obtain accurate costings.

5. Use of Materials

A lengthy discussion took place regarding reverting to the initial proposal of using brick instead of stone. Paul explained that a comprehensive report was issued to Teignbridge to identify to the Conservation Officer the justification for brick, highlighting numerous locations throughout the town where this is already in use. The argument to use stone was that stone is used on the current Town Hall building, the Church and the Devon Guild (all key community buildings). Therefore, as the Community Centre building will also be a key community building, this should also feature stone. Steering Group members suggested the use of mixed render and stone as Planning/Conservation Officers would appear to accept render.

Jason discussed the potential stone that could be used (Lantoom and Yennadon - mixed stone). In principal it has been agreed to date with the Planners the use of stone to the main hall elevations and option to render the other. Paul to discuss further with planners. Paul confirmed that it would be a fruitless exercise for Peregrine Mears Architects to contest this further with Teignbridge and advised that the Steering Group could progress if they so wish.

6. Car Park Transfer

Mark reported that the Interim Head of Commercial Services for Teignbridge confirmed that the part car park transfer will proceed under a Portfolio Holder approval process. However, it was highlighted that this decision, if approved, was conditioned that the Town Council take over the future running costs of the public toilets. Mark explained that this was being challenged at present.

7. **Agenda items for next meeting**

None raised.

8. **AOB**

Erica explained that the new temporary Information Centre facility now has electric and the service will move over into the new portacabin over Christmas.

Date of next meeting – TBC.

Mtg closed: 11.30am.

DRAFT

BOVEY TRACEY COMMUNITY CENTRE STEERING GROUP MEETING
HELD IN THE COUNCIL CHAMBER ON TUESDAY 27TH NOVEMBER 2018 AT 10.00AM

Present:

Cllr Ms Jan Blair (Town Mayor)
Cllr Tony Allen
Cllr Robert Ashby
Cllr Rob Bray
Cllr Eoghan Kelly
Miss Erica Steer – Bovey Tracey Information Centre Trust
Mr Peter Hall
Mr Mark Wells – Town Clerk

Cllr Tony Allen chaired the meeting in the absence of Cllr Eoghan Kelly.

1. Apologies for absence:

Mrs Jackie Paxman – Bovey Tracey Library

2. Archaeological Survey

It was noted and confirmed that the costs for the additional Archaeological Survey would be funded by DCC.

3. Value Engineering

Mark presented an updated version of the budget following the inclusion of the revised Stage 2 tender figure, prior to discussions at this meeting to consider further value engineering.

Peter Hall suggested progressing estimates for the use of timber frame construction for the main building – **Action Mark to notify PMA.**

Peter suggested the use of render on all exterior elevations in place of stone – **Action Mark to notify PMA**

Peter suggested the reduction in size of 2 toilet cubicles as there was no requirement for all 4 toilets to have disabled access - **Action Mark to notify PMA**

Other opportunities discussed to reduce circulation space include:

- 2 no. toilet cubicles to have disabled access (only) - **Action Mark to notify PMA**

- Reduce foyer entrance to Town Hall end of build by 1m (width) and 8 metres across, losing ½ metre from kitchen and cupboard or from both toilets - **Action Mark to notify PMA**

Following further discussions, it was agreed that clarification is sought in relation to the underpinning requirements of the boundary wall – why is this needed if attenuation tanks are to be located alongside? **Action Mark to clarify with PMA**

Eoghan requested individual cost savings for each item. It was also requested that a revised plan showing the revisions discussed is prepared for the next meeting and approximate cost savings are obtained for the areas discussed.

Date of next meeting – Thursday 6th December (10am).

Mtg closed: 11.00am.

DRAFT



Mr Wells
Bovey Tracey Town Council
The Town Hall
Bovey Tracey
Newton Abbot
TQ13 9EG

Highways, Infrastructure Development & Waste

Lucombe House
County Hall
Topsham Road
Exeter
EX2 4QD

Email: ruth.sorenson@devon.gov.uk

Tel: 01392 383000

Date :26 November 2018

Our ref: GCBOVEY TRACEY

Dear Mr Wells

HIGHWAY GRASS CUTTING 2019/20

Thank you for your successful delivery of this season's County Council urban grass cutting service.

Due to budget constraints the allocation for all Council areas remains the same with an increase for inflation of 3%. The allocation for the 2019/20 season will therefore be: **£3685.**

As you are aware the authority's policy is to only maintain visibility areas, which must be maintained as a minimum within this allocation. The visibility area and the plans remain the same as last year.

I have attached a copy of the urban grass cutting agreement for 18/19 and schedules 1-4 of the agreement separately for your reference. If you could sign the agreement and return it to me that would be greatly appreciated. Signed agreements can be emailed to me or posted using the contact details above. The receipt of a signed agreement will trigger the issuing of an order at the start of the 19/20 financial year, which you will be able to invoice against.

Would you please return the signed agreement by 30th January 2019. If you have any issues in meeting this date please contact me using the details above. If no contact is made before this date we will look to revert the delivery of this service back to our contractor.

Yours sincerely

Ruth Sorenson
Assistant Highway Asset Technician

Meg Booth
Chief Officer Highways, Infrastructure Development & Waste

Textphone: 0845 155 1020

www.devon.gov.uk

Urban Highway Grass Cutting Agreement

Urban Roads

This Agreement is made the 1st April 2019

BETWEEN

(1) Devon County Council of County Hall, Topsham Road, Exeter, Devon, EX2 4QD ("the Authority")

and

(2) _____ ("the District / Town / Parish Council")

each a "Party" and together the "Parties"

BACKGROUND AND AIMS

- A) The Authority and the District / Town / Parish Council are local authorities for the purposes of the Local Government Act 1972 ("the Act")
- B) The Authority is the local highway authority for the purposes of the Highways Act 1980 and is responsible for ensuring (inter alia) the highways verges maintainable at public expense within its administrative area are cut so as to maintain clear visibility for highway users.
- C) By virtue of Section 101 of the Act, section 19 of the Local Government Act 2000 and the Local Authorities (Arrangements for the Discharge of Functions) (England) Regulations 2012 a local authority may arrange for the discharge of any of its functions to any other local authority.

1. DEFINITIONS & INTERPRETATION

1.1 In these terms and conditions unless there is something inconsistent in the context or otherwise specified, the following expressions shall have the following meanings:

"Agreement" means these terms and conditions and any and all Schedules to this Agreement as the same may be amended, modified or supplemented from time to time in accordance with this Agreement.

"Annual Agreement Sum" means the payment made to the Town / Parish Council by the Authority as detailed in annual Order

"Commencement Date" means 1st April 2019

"Expiry Date" means 31st March 2020

"Schedule" means the schedules attached to this Agreement as amended by the Authority from time to time.

"Services" means the services provided by the District / Town / Parish Council as detailed in clause 2 and Schedule 1 & 2 to this Agreement.

"Term" means the period starting on the Commencement Date and ending on the Expiry Date unless terminated earlier in accordance with this Agreement.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 The singular includes the plural and vice versa and any gender includes any other gender.
- 1.4 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.
- 1.5 In the case of conflict or ambiguity between any provision contained in the body of this Agreement and any provision contained in any Schedule, the provision in the Agreement shall take precedence over the provision in the Schedule.
- 1.6 The Schedules to this Agreement attached hereto form part of and shall be deemed to be incorporated in this Agreement.

2. OBLIGATIONS OF THE DISTRICT / TOWN / PARISH COUNCIL

- 2.1 The District / Town / Parish Council will discharge on behalf of the Authority the following Services in relation to the highway throughout the Term:
 - 2.1.1 cutting of grass verges (visibility areas) on urban roads and such other areas as may from time to time be agreed in writing by the Parties as directed and / or according to the policies from time to time produced by the Authority;
 - 2.1.2 the areas to be maintained relating to grass cutting shall be cut and trimmed at regular intervals and on at least four occasions between 1st April and 31st October in any calendar year, as indicated in Schedule 2;
 - 2.1.3 Mowing operations shall avoid spillage of debris such as stones onto carriageways or footways. Grass clippings and arisings lying on roads, footpaths, car parks, drains and other hard surfaces shall be immediately swept up and removed off site. Grass clippings and arisings on all other areas shall be dispersed evenly over the sward.
- 2.2 The District / Town / Parish Council will use all reasonable endeavours to conform to the Schedules when carrying out the Services including the use of common forms and documentation.
- 2.3 The District / Town / Parish Council shall carry out the said Services in accordance with the requirements of the Highways Act 1980 and all other relevant statutory provisions.
- 2.4 The District / Town / Parish Council will ensure that all persons involved in the exercise of the Services shall hold recognised national

qualifications, namely appropriate SWQR or Highway Sector Scheme units. Alternatively, demonstration of suitable experience and training as approved by the Authority on traffic safety and management, and the tools and machinery employed.

3. OBLIGATIONS OF THE AUTHORITY

- 3.1 The Authority will not introduce any changes to the administrative procedures without prior consultation with the District / Town / Parish Council.
- 3.2 Any required variation to the Services brought about by changes to the Authority's policy shall be communicated to the District / Town / Parish Council.
- 3.3 The Authority shall provide the District / Town / Parish Council with any advice on receipt of a reasonable written request in respect of the requirements of the Highways Act 1980 and all other relevant statutory provisions.
- 3.4 The Authority shall if reasonably requested by the District / Town / Parish Council provide advice in order to assist the District / Town / Parish Council in performing its Services under this Agreement.

4. FINANCIAL PROVISIONS

- 4.1 All invoices will be submitted within 2 months of completion of the Services to the Authority by the District / Town / Parish Council after the work has been carried out but within the same financial year.
- 4.2 The District / Town / Parish Council shall keep an account of all expenditure and paperwork incurred in the exercise of the Services and to provide such information to the Authority on demand.
- 4.4 For the avoidance of doubt the Annual Agreement Sum shall be inclusive of all administrative costs incurred by the District / Town / Parish Council and the Authority in exercising the Services.
- 4.5 The Authority will pay all valid and correct invoices submitted in the appropriate form within 30 days of receipt.
- 4.6 The Authority shall not pay any invoices submitted by the District / Town / Parish Council where the sum or sums invoiced shall exceed the Annual Agreement Sum.

6. SAFETY

- 7.1 The District / Town / Parish Council shall ensure that Services are undertaken in accordance with any law or regulation at all times.
- 7.2 The District / Town / Parish Council will not undertake any work in the performance of the Services or adjacent to the highway without adequate traffic signing measures first being in place. All traffic management measures shall comply with Chapter 8 of the Traffic Signs Manual.

- 7.3 For the avoidance of doubt it is hereby agreed and declared that this Agreement does not impose on the District / Town / Parish Council any duty of routine inspection of the highway for safety checks. This duty will continue to be the responsibility of the Authority.

7. INDEMNITY

- 7.1 The District / Town / Parish Council will be liable for all Services undertaken pursuant to this Agreement and shall indemnify the Authority and keep the Authority fully indemnified against any demands, claims, liabilities, losses, costs and expenses whatsoever including all legal costs and damages or compensation paid by the Authority on the advice of its legal advisers to compromise or settle any claim that may be incurred by Authority as a result of any breach of this Agreement by the Town / Parish Council including but not limited to:

7.1.1 any act of neglect or default of the employees District / Town / Parish Council or its agents; and / or

7.1.2 any breaches in respect of any matter arising from the supply of the Services resulting in any successful claim by any third party.

8. INSURANCE

- 8.1 The District / Town / Parish Council shall insure against liability under clause 8 of this Agreement with a reputable insurance company in a sum of not less than £5,000,000 in respect of any one claim and shall produce the certificate for the current premium to the Authority on request.

- 8.2 The District / Town / Parish Council shall not sub-contract any or all of its obligations under this Agreement to a sub-contractor unless the sub-contractor has first produced to the District / Town / Parish Council proof of him having employer's liability insurance and public liability insurance from a reputable insurance company covering a minimum of £5,000,000 in respect of any one claim and the Town / Parish Council shall produce the certificate for the sub-contractor's current premium to the Authority on request.

9. FREEDOM OF INFORMATION

- 9.1 Notwithstanding anything to the contrary contained or implied in any documents or negotiations leading to the formation of this Agreement:

9.1.1 the Authority shall be entitled to publish and / or release any and all terms or conditions of this Agreement, the contents of any documents and/or information relating to the formation of this Agreement under the provisions of the Freedom of Information Act 2000 and / or Data Protection Act 1998.

9.1.2 nothing contained in this Agreement shall prevent the Authority from disclosing and / or publishing under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000 any term or condition or information contained in or relating to the formation of this Agreement.

9.2 The District / Town / Parish Council shall:

9.2.1 co-operate with the Authority and supply to it all necessary information and documentation required in connection with any request received by the Authority under the Data Protection Act 1998 and / or Freedom of Information Act 2000.

9.2.2 supply all such information and documentation at no cost to the Authority and within seven days of receipt of any request.

9.3 The District / Town / Parish Council shall not publish or otherwise disclose any information contained in this Agreement or in any negotiations leading to it without the Authority's previous written consent unless the District / Town / Parish Council is bound to publish and/or disclose such information under the Data Protection Act 1998 and / or Freedom of Information Act 2000 and such information is not exempt from such disclosure and / or publication under the provisions of the Data Protection Act 1998 and/or Freedom of Information Act 2000.

10. TERMINATION

10.1 Either Party may terminate this Agreement for whatever reason at any time prior to the Expiry Date by giving not less than 3 months written notice to the other Party to include details of the reasons for the termination.

10.2 In the event of any breach by the District / Town / Parish Council the Authority shall serve written notice upon the Council giving details of the breach along with the remedy required. Failure by the District / Town / Parish Council to remedy the breach within 14 days will result in the Authority terminating this Agreement.

11. DISPUTE RESOLUTION

11.1 In the event of any dispute between the Parties arising in connection with this Agreement, the Parties shall use all reasonable endeavours to resolve the matter on an amicable basis. If the Authority or the District / Town / Parish Council serves formal written notice on the other that a material dispute of such a description has arisen and the Parties are unable to resolve the dispute within a period of 30 days from the service of such notice, then the dispute shall be referred to a mediator for alternative dispute resolution and Parties shall seek in good faith to resolve the dispute by alternative dispute resolution.

11.2 The cost of the appointment of a mediator and the fees and expenses relating to the alternative dispute resolution are to be paid in equal shares by both Parties.

12. AMENDMENTS

12.1 Any amendments to this Agreement shall be made in writing and signed by a duly authorised representative of the Parties.

13. NOTICE

13.1 Any notice given under this Agreement shall be in writing and shall be sent to the address of the other Party as set out at the Head of this Agreement or such other address as that Party may from time to time notify to the other Party.

14. PARTNERSHIP AND ASSIGNMENT

14.1 Nothing in this Agreement shall be construed as establishing or implying any partnership, joint venture, agency fiduciary relationship or other relationship between the Parties other than a contractual relationship expressly provided for by this Agreement. Neither Party shall have nor represent that it has any authority to make any commitments on the other Party's behalf.

14.2 This Agreement shall not be assigned, transferred nor the performance of any or all obligations hereunder sub-contracted by the District / Town / Parish Council without the prior written consent of the Authority, such consent to be at the absolute discretion of the authority.

15. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

15.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a Party to it any right to enforce any of its provisions.

16. ENTIRE AGREEMENT

16.1 This Agreement sets out the whole agreement of the Parties in respect of the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.

17. FORCE MAJEURE

17.1 No party shall be considered in breach of its obligations under this Agreement or responsible for any delay in carrying out such obligations, if the performance thereof is prevented or delayed wholly or in part as a consequence whether direct or indirect of war (whether war be declared or not) emergency, strike, industrial dispute, accident, fire, earthquake, flood, storm, tempest or any other unforeseen occurrence. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous

period of more than six months either Party may terminate this Agreement by written notice to the other Party.

18. LAW AND JURISDICTION

18.1 This Agreement shall be governed by English law and the courts of England shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

SIGNATURES

IN WITNESS whereof the Parties have entered into this Agreement by signature of their respective duly authorised representatives, the day and year first above written.

Signed by a duly authorised officer
for and on behalf of Devon County Council:



Joe Deasy – Asset management Group manager

Signed by and on behalf of the above:

named [.....]

_____ District / Town / Parish Council

Schedule 1
Devon County Council AMG Policy and Procedure Combined
[Version 3 – February 2015]

Schedule 2
Urban Grass Cutting Timetable
[Version – April 2010]

Schedule 3
New Roads and Street Works Act 1991
[September 2009]

Schedule 4
National Highway Sector Schemes for Quality Management in Highway Works
12D
For installing, maintaining and removing temporary traffic management on rural and
urban roads
[April 2014]

Urban Grass Cutting Timetable vers April 2010

		Grass Cutting Programme									
		April	May	June	July	August	September	October			
1	Urban Cutting All Maintenance Categories (full width cut to all urban highway verge 4 times per season)	█		█	█			█			



SOUTH WEST . 2018 SOUTH WEST IN BLOOM – PENNANT MARKING & FEEDBACK SHEET

Name of entry: BOVEY TRACEY		Judging Date: 17 July 2018	
Category: PENNANT SOUTH		Judges: Paul Collier and Steve Clampin	
<p>Introduction (<i>introductory remarks from the judges</i>):</p> <p>Bovey Tracey is a Saxon Town with a rich heritage. The Town has a track record of attracting volunteers to run facilities like the Tourist Information Office, The Heritage Centre and the conversion of The King of Prussia. The Town Council is clearly very supportive of the Bloom initiative, and we met Steve who picks up litter and cleans the hard areas to a high standard.</p> <p>We were escorted around the town by Richard Taylor and Peter who, along with Roger, looks after the beautiful floral displays.</p> <p>The judges thoroughly enjoyed their visit and admired the pride and enthusiasm for Bovey Tracey amongst all those they met.</p>			
CRITERIA			
1.	Plant Impact – <i>design, colours, choice of plants, features, innovation</i>	20	
2.	Horticultural practice – <i>cultivation and maintenance, quality of plants, sustainability, new planting</i>	20	
3.	Community Involvement - <i>Residential, Business, Public and Community Gardening representative of the community's size and diversity</i>	20	
4.	Development and continuity - <i>evidence of on-going projects</i>	10	
5.	Communication and education – <i>community awareness, engagement of community groups/schools, press coverage</i>	10	
6.	Funding and Support – <i>initiatives to secure funding</i>	10	
7.	Local environmental quality – <i>quality & care of hard landscaping (signage, street furniture etc.), litter, graffiti, fly-posting, dog fouling etc.</i>	10	
TOTAL POINTS AWARDED		100	
PENANT AWARDED		SILVER GILT	

Areas of Achievement:

The standard of the hanging baskets and troughs provided by the Town Council, businesses and residents was exceptional and all were maintained by the Council or their owners to a uniformly high standard despite a difficult summer.

St. Mary's Well had been thoughtfully planted and maintained by The Bovey Tracey Garden Club with sustainable plants used to good effect.

The various tea-rooms, public houses/inns and restaurants made a real effort to maintain colourful displays. The Bell Inn had a rear garden that had been beautifully landscaped and replanted mainly at the Brewery's expense.

The Town had a programme of bespoke colourful flags for businesses that greatly enhanced the impact of floral offerings. There were numerous community noticeboards and the Gardening Club is active in promoting horticulture with over 90 members and spring and summer shows.

The Gardening Club had secured the support of the Town Council who bought in and maintained baskets and troughs and provided businesses with the opportunity to buy baskets or troughs for £25 each.

The gardens at the Devon Guild of Craftsmen were very attractive, maintained by a volunteer (June) and closely allied with the exhibits and included bedding and shrub/perennial planting.

The Town is active in promoting horticulture through the National Garden Scheme, the private gardens we visited (View Brook Cottage and those of Jeanette Pierce) were excellent (as was Lynda Pewsey's which was not on the tour).

The local environment was free from litter, graffiti, fly posting and dog fouling and the Cemetery grounds were maintained to a high standard.

Mill Marsh Park is an attractive and well managed park with some beautiful trees. We heard of various events which help to animate the area and attract more visitors.

Areas for Improvement:

Consideration might be given to promoting biodiversity in Mill Marsh Park by having some areas, perhaps under trees or at the margins of the park, left un-mowed for periods. There was also evidence of strimmer damage to some trees in the park.

The illness of a key teacher meant that the Gardening Club could not work with the School on gardening projects and therefore, for this year there was no evidence of engagement with Schools as there was in previous years although we understand that the School has design planters along the front of the school, as well as developing a Nature area down at the school field. In future, evidence of school involvement or an educational project would be beneficial to your entry, either via a visit to a school or by meeting children involved in a gardening project.

The Cemetery gates would benefit from a coat of paint to improve their appearance and longevity and there may be an opportunity to assist wildlife by leaving areas of the older parts of the Cemetery uncut. Himalayan Balsam was growing by the bridge near the craft centre. It would be a good idea to make an effort to control this invasive alien weed.

Most of the features that we saw are managed by the Town Council or are gardens maintained by individuals. It would be beneficial to meet more volunteers and groups involved in gardening and growing projects in the town.

Although it was good to see that so many pubs and other premises support the Bloom campaign, we would question the need to visit so many on the High Street. Perhaps just a visit to the Bell Inn with its flowers and attractively landscaped garden would be adequate.

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

PROPOSAL:	Teignbridge District Council to transfer a parcel of land at the above address to Bovey Tracey Town Council on the terms set out below.
VENDOR:	Teignbridge District Council, Forde House, Brunel, Newton Abbot, TQ12 4XX. FAO: Mr Chris Smith. Tel: 01626 215469. E Mail: chris.smith@teignbridge.gov.uk
PURCHASER:	Bovey Tracey Town Council, Town Hall, Town Hall Place, Bovey Tracey, TQ13 9EG. FAO Mark Wells. Tel: 01626 834217. E Mail: info@boveytracey.gov.uk
PROPERTY:	Land at the junction of Station Road, Bovey Tracey currently set out as a car park. As shown edged in green and marked "A" on drawing number 1690_L_001A for identification purposes.
TENURE:	Freehold
PURCHASE PRICE:	£1 if demanded
ACCESS:	Access to the Property will be via the purchaser's retained land.
RIGHTS:	The site will be sold subject to wayleave agreements in favour of utility companies Western Power Distribution and British Telecoms
PERMITTED USE:	To use the premises for the sole purpose of a community centre
UTILITIES:	The Purchaser must relocate the existing parking meter to a new position to be agreed with the Council's car parks manager adjacent to the car park entrance.

CONDITIONS:	<ol style="list-style-type: none"> 1. This offer is subject to contract and formal approval 2. Teignbridge will require a restrictive covenant over the site which states that the land should not be used at any time other than as a community centre building only. 3. The property is to be purchased unconditionally and it will be the purchaser's responsibility to obtain any necessary planning permissions or building regulations approvals for its intended use.
WARRANTY:	No warranty is given in relation to the condition of the property.
COSTS:	Each party to bear their own costs involved in this transaction.
LANDLORDS SOLICITOR:	Legal Services – Teignbridge District Council, Forde House, Brunel Road, TQ12 4XX
PURCHASERS LEGAL REPRESENTATIVE :	TBC
TIMINGS:	Both parties will work towards an exchange of contracts six weeks post receipt of the draft documentation.

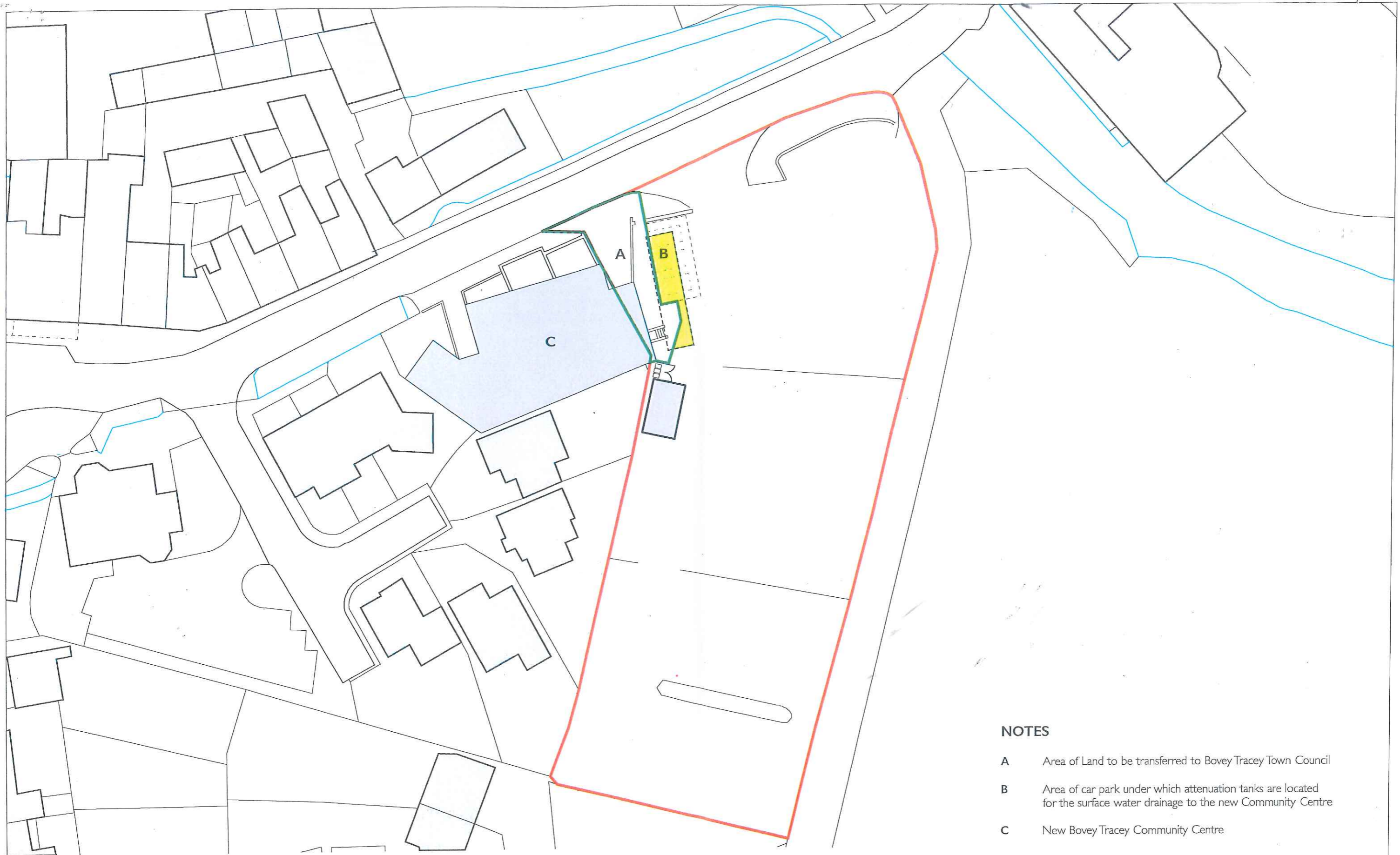
Declaration

Signed on behalf of the Purchaser

Name _____

Signature _____ Dated _____

Authority: ~~Delegated Powers / Portfolio Holder / Executive Decision/ Full Council~~



NOTES

- A Area of Land to be transferred to Bovey Tracey Town Council
- B Area of car park under which attenuation tanks are located for the surface water drainage to the new Community Centre
- C New Bovey Tracey Community Centre

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This is a drawing only.

Do not scale from this drawing.

NOTES:

- KEY**
- Station Road Car Park (under Teignbridge District Council Ownership)
 - Boundary of Land to be removed from Title
 - Location of drainage attenuation tanks under Registered Land for use by other land/ building



<p>PROJECT TITLE Bovey Tracey Community Centre Station Road Bovey Tracey for: Bovey Tracey Town Council</p>	<p>RIBA Chartered Practice</p>	<p>Peregrine Mears CHARTERED ARCHITECTS</p>	<p><small>THE OLD SAIL LOFT FAGES LANE BARNSTAPLE EX31 1EF T: 01392 37776</small></p>	<p><small>THE SENATE SOUTHERNHAY EXETER EX4 1UG T: 01392 267213</small></p>
<p>DRAWING TITLE Land Transfer with Teignbridge DC</p>	<p>SCALE 1:500 @ A3</p>	<p>DRAWN BY PC</p>	<p>DATE 01.08.18</p>	<p>REV NO. A</p>
<p>A 01/10/18 Amended to show just Land Transfer PC</p>	<p>DRAWING NO. 1690_L_001</p>			

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

GRANTOR:	Teignbridge District Council, Forde House, Brunel, Newton Abbot, TQ12 4XX. FAO: Mr Chris Smith. Tel: 01626 215469. E Mail: chris.smith@teignbridge.gov.uk
GRANTEE:	Bovey Tracey Town Council, Town Hall, Town Hall Place, Bovey Tracey, TQ13 9EG FAO Mark Wells. Tel: 01626 834217. E Mail: info@boveytracey.gov.uk
LAND:	All that land under the ground in Station Road car park, Bovey Tracey coloured yellow and marked "B" on the attached plan hereinafter called an Easement Strip.
APPARTUS:	Concrete attenuation tanks
PRICE:	£1 if demanded
RIGHTS:	<p>The Grantor shall allow the Grantee the rights to:</p> <ul style="list-style-type: none"> - Install storage tanks on the Easement Strip shown for identification purposes only coloured yellow and marked "B" on the plans attached - Execute any works on the Easement Strip in connection with the installation, maintenance, adjustment, alteration, repair, replacement, renewal of the apparatus - A right of way for the Grantee and its successors in title to access the land for the purposes to pass and repass with or without vehicles from or to the public highway through the usual accessways for all purposes connected with the use and enjoyment of the land.
PERMITTED USE:	<p>To use the Easement Strip for the sole purpose of storing the above apparatus for the provision of surface water attenuation tanks and to not be used for any other purpose.</p> <p>For the avoidance of doubt the surface use of the Easement Strip above the land should be unaffected by the provision of the tanks.</p>

CONDITIONS:	It will be the Grantee's responsibility to obtain any necessary permissions from statutory undertakers in addition to planning permissions or building regulations approvals for its intended use of the land.
GENERAL:	<p>The Grantee shall in the exercise of the Rights:</p> <ul style="list-style-type: none"> - keep the Grantor fully indemnified from and against any loss damage or liability suffered by the Grantor in the exercise of the Rights. - indemnify the Grantor against liability for all third party claims, costs, proceedings or demands arising out of any act, error or omission of the Grantee, its employees, agents or contractors in breach of this Agreement or in the negligent exercise of the Rights. - maintain insurance with a reputable insurer against public liability in connection with the negligent exercise of the Rights causing death or injury or loss or damage to the Property. The maximum liability to the Grantor arising under or in connection with this Agreement limited to £10,000,000 (ten million pounds) in relation to any event or series of connected events and provide a copy of the relevant insurance. - provide the Grantor with written notice of its intention to enter the land before installation of the apparatus and reasonable notice of its intention to enter the land to maintain, adjust, alter, repair, replace, renew, add to, connect to or remove apparatus - carry out all works in a proper and workmanlike manner and take all reasonable precautions to avoid obstruction or interference with the use of the land and damage or injury to the land or any structures or drains thereunder. - provide permanent reinstatement of those areas of the land excavated or damaged with similar materials and to existing surface levels. - If so required by the Grantor, the Grantee will enter into a deed of release to record the grant of Rights over a newly designated Easement Strip on the same terms as contained in the original Deed of Grant (Easement) and to extinguish the Rights in respect of the previous Easement Strip.
COSTS:	Each party to bear their own costs involved in this transaction.
LANDLORDS SOLICITOR:	Legal Services – Teignbridge District Council, Forde House, Brunel Road, TQ12 4XX

PURCHASERS LEGAL REPRESENTATIVE :	To be confirmed
TIMINGS:	TBC

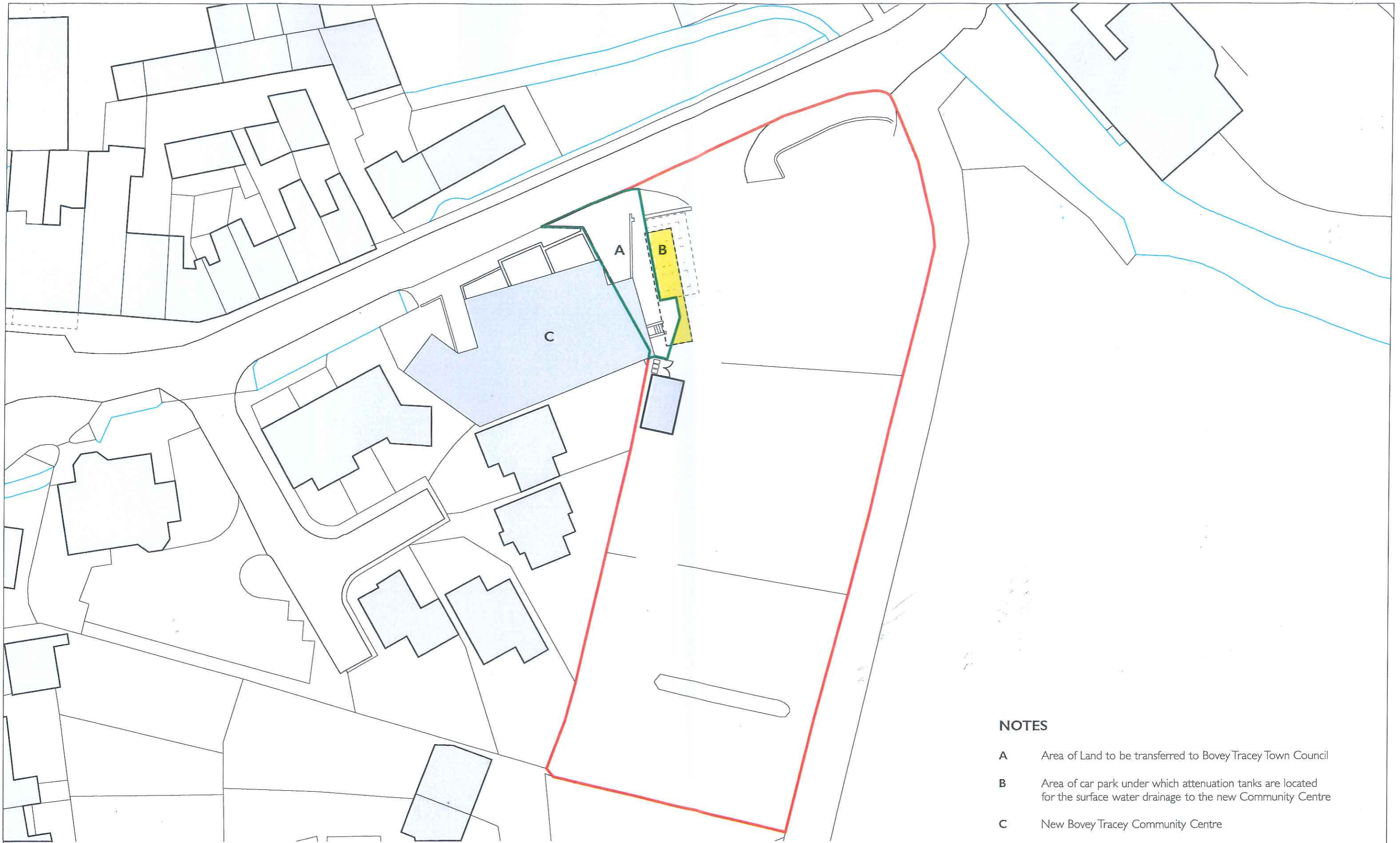
Declaration

Signed on behalf of the Grantee

Name _____

Signature _____

Dated _____



NOTES

- A Area of Land to be transferred to Bovey Tracey Town Council
- B Area of car park under which attenuation tanks are located for the surface water drainage to the new Community Centre
- C New Bovey Tracey Community Centre

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NOTES:

KEY

- Station Road Car Park (under Teignbridge District Council Ownership)
- Boundary of Land to be removed from Title
- Location of drainage attenuation tanks under Registered Land for use by other land/ building



PROJECT TITLE Bovey Tracey Community Centre Station Road Bovey Tracey for: Bovey Tracey Town Council	RIBA	 <small>THE OLD SAIL LOFT PAGES LANE BANKSTABLE EX31 1EF T: 0121 377776</small>
	Chartered Practice	
DRAWING TITLE Land Transfer with Teignbridge DC	SCALE 1:500 @ A3	<small>THE SENATE SOUTHERNHAY EXETER EX1 1UG T: 01392 347213</small>
	DRAWN BY PC	
	DATE 01.08.18	REV NO. A
	DRAWING NO. 1690_L_001	

A 01/10/18 Amended to show just Land Transfer PC

Heads of Terms

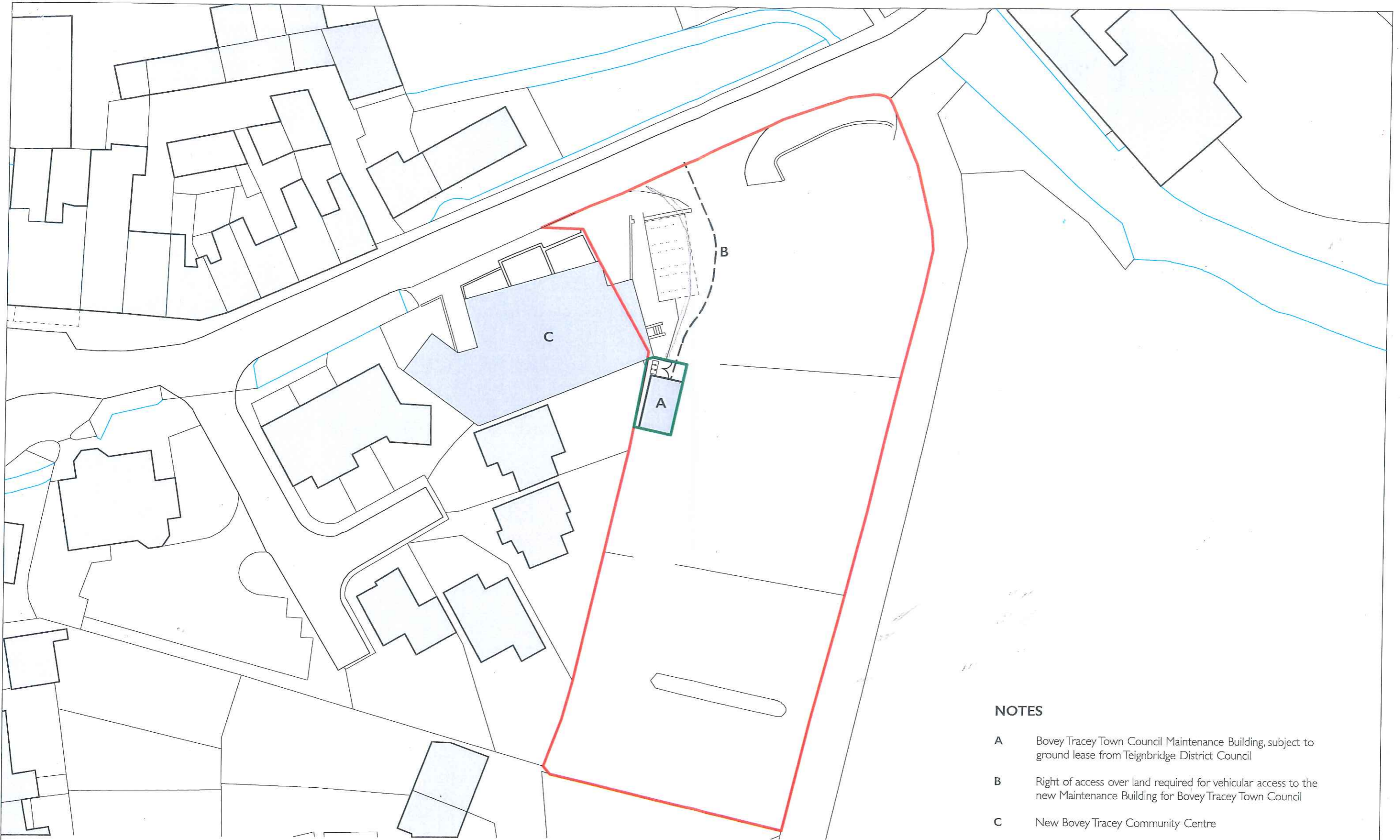
These Heads of Terms contain the principle terms agreed by the Landlord and the Tenant. They are not exhaustive and are not to have any contractual effect nor impose or create any legal binding obligations or liability.

SUBJECT TO CONTRACT AND FORMAL APPROVAL

LANDLORD:	Teignbridge District Council, Forde House, Brunel Road, Newton Abbot, TQ12 4XX
TENANT:	Bovey Tracey Town Council, Town Hall, Town Hall Place, Bovey Tracey, TQ13 9EG
PREMISES:	The Landlord shall grant a lease of all that land at Station Road, Bovey Tracey edged green and marked "A" on drawing number 1690_L_002.
TERM:	A new 20 Year Lease. The lease will be contracted outside of sections 24 to 28 of the Landlord and Tenant Act 1954.
RENT:	£650 per annum
RENT FREE PERIOD:	10 years
RENT REVIEW:	The rent will be reviewed on the anniversary of the tenth year of the term subject to an indexation to the Retail Price Index and every five years thereafter.
USE:	The premises shall not be used for any purpose other than for the purposes of a maintenance shed / store.
RIGHTS:	The Tenant will be permitted a vehicular and pedestrian right of access across the Councils retained land, known as Station Road Car Park, shown by a dashed line on drawing number 1690_L_002. The Tenant will be required to ensure a valid parking ticket is displayed at all times, when parking on the Landlords land.
INSURANCE:	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.

ASSIGNMENT/ SUBLETTING:	The Tenant shall not be permitted to assign or sub-let the lease or part with possession of the premises in any way.
BREAK CLAUSE:	Either party will have the right to terminate the agreement at any time after the first 24 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.
REPAIRS & MAINTENANCE:	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 premises.
SECURITY:	The Tenant shall be responsible for all security arrangements relating to the premises and its contents.
RESERVATIONS:	The Landlord reserves a general right of access for itself, its licensees and successors in title over the premises.
COMPENSATION:	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.
FORFEITURE:	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.
NUISANCE:	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.
ALTERATIONS:	The Tenant shall not make any alterations or additions or erect any structures on the premises without the consent in writing of the landlord
REINSTATEMENT:	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.

	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 in no worse condition unless otherwise agreed in writing with the landlord.
OUTGOINGS:	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.
STATUTORY REQUIREMENTS:	The Tenant shall comply with all statutory and Health & Safety requirements.
VAT:	Any payments made to the Landlord under the terms of this lease will exempt from VAT.
COSTS:	Each party to bear their own costs in the setting up of this agreement.
APPROVALS:	These terms are Subject to Contract & Without Prejudice and subject to formal approval.
FORMAL AGREEMENT:	The Lease shall contain such other standard and usual terms and conditions as deemed necessary by the landlord's solicitor.
PROFESSIONAL ADVICE:	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 www.commercialleasecodeew.co.uk .



NOTES

- A Bovey Tracey Town Council Maintenance Building, subject to ground lease from Teignbridge District Council
- B Right of access over land required for vehicular access to the new Maintenance Building for Bovey Tracey Town Council
- C New Bovey Tracey Community Centre

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NOTES

KEY

- Station Road Car Park (under Teignbridge District Council Ownership)
- Boundary of Land to be subject to Ground Lease from TDC by Bovey Tracey Town Council (BTTC)
- Right of access over TDC land for vehicular access to the BTTC Maintenance Building

<p>PROJECT TITLE</p> <p>Bovey Tracey Community Centre Station Road Bovey Tracey for: Bovey Tracey Town Council</p>	<p>RIBA </p> <p>Chartered Practice</p>	<p>SCALE</p> <p>1:500 @ A3</p>
<p>DRAWING TITLE</p> <p>Ground Lease Area for Maintenance Workshop</p>	<p>DRAWN BY</p> <p>PC</p>	<p>DATE</p> <p>01.08.18</p>
<p>DRAWING NO.</p> <p>1690_L_002</p>		<p>REV. NO.</p> <p>None</p>

Peregrine Mears
CHARTERED ARCHITECTS

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