Ulley Parish Council Meeting to be held on Wednesday 25 July 2018 at Ulley Village Hall.

17 July 2018

Dear Councillor,

You are summoned to attend the Parish Council meeting of Ulley Parish Council at 6.30. Please note that there will be a meeting with the HS2 Liaison Team followed by the formal meeting of the Parish Council at 7.30 pm.

Andrew Towlerton
Parish Clerk and Responsible Financial Officer

AGENDA

A public session will commence prior to the formal Council meeting in accordance with paragraph 4.6 of the Council’s Standing Orders.

PART I NON-CONFIDENTIAL ITEMS

In accordance with Regulation 4(6) of the Local Authorities (Executive Arrangements) (Meetings and Access to Information) (England)
Regulations 2012, audio/visual recording and photography at Council meetings is permitted in accordance with the Council’s protocol “Filming of Public Meetings”.

1. To receive and approve any apologies for absence.
2. To receive any questions from members of the Public.
3. Declarations of interest and dispensations.
   i. To receive declarations of interest from councillors on items on the agenda.
   ii. To receive written requests for dispensations for disclosable pecuniary interests (if any)
   iii. To grant any requests for dispensation as appropriate.

4. To approve, sign and date the minutes of the Annual Parish Meeting Annual Parish Council meeting and Parish Council Meeting held on 30 May 2018.

Parish Council Meeting

5. To receive information on the following on-going issues and decide further action where necessary –
   - Latest Crime Update (to receive the latest crime figures for the Parish)

6. To consider and agree a Volunteer Policy for the Council and associated documents – A draft volunteer policy and associated documents (see attachments 1 - 4) has been prepared for the Council which members need to consider as well as next steps.

7. To consider and agree an action plan Poynton Avenue Plan Area - Following receipt of the inspection report by the Play inspection Company and the possibility that the lease from RMBC may be finalised in the near future several members of the Council visited the site to consider what priority the Parish Council should give to the various issues highlighted in the inspection report (see attachment 5).

8. To consider and agree next steps in relation to the Ulley Recreation Ground Renewal Lease – The Council has received an updated copy of the draft lease (see attachment 6) and supporting documents. It needs to consider the content of the draft Lease and next steps.

9. To consider and agree the Council’s revised Code of Conduct – it is good practice for a Council to periodically review and update a
Councils Code of Conduct (a copy of the draft revised scheme is attached, attachment 7).

10. Planning update – Application RB 2018/1085 for the erection of 1 No. dwellinghouse with integral garage at land at Main Street (further details can be found at planning.rotherham.gov.uk/fastweblive/detail.asp?AltRef=RB2018/1085&ApplicationNumber=RB2018%2F1085&AddressPrefix=&submit1=Go

11. To receive a verbal and written on financial matters within the Council.

12. To receive an update on Halifax fund bids including any approved by the Halifax Estate and by the Council through delegated powers.

13. Any other business.
**Volunteer Scheme**

Last year the Parish Council agreed to set up a volunteer scheme to support people in the community who wanted to assist in maintaining and/or improving land within the parish to which the public have access.

Research, including consulting with the Yorkshire Association of Local Councils and the Parish Council’s insurers produced a number of actions required to be taken by the Council.

The insurers require that there is a direct link between the Council and the volunteers if insurance cover is to be provided. Other sources set out the need for the Council to have an agreed policy which defines the nature of the volunteering being supported and outlines the relationship that both the council and the volunteers can expect. It is also important to identify who the volunteers are and that they are prepared to take part in a volunteering role within the Parish.

There is also a need to record any necessary training that is given to volunteers to enable them to perform their roles safely so as not to endanger themselves or members of the public.

Attached in Document 1 is a draft policy document that has drawn on good practice examples already in use throughout the UK. This defines the nature of the volunteering to be carried out and sets out the basis of the relationship between the Council and Volunteers.

Document 2 is a draft letter which each volunteer is expected to sign if they are prepared to take part in the scheme and it sets out the detail of the relationship that can be expected from the scheme.

Document 3 is a draft volunteer record document and shows that the training relevant to any individual persons volunteering role has been given and that where the use of equipment supplied by the Parish Council forms part of that role they have also been trained in its use, read and understood the operating instructions and risk assessments associated with its use.

Also attached are the risk assessments for generic working and the use of the petrol powered hedge trimmer, self propelled lawn mower, strimmer and brush-cutter and the sit on mower.

**Recommendation**

1) That document 1 be approved and adopted by the Parish Council
2) That document 2 be approved and adopted by the Parish Council
3) That document 3 be approved and adopted by the Parish Council
4) That the Risk Assessments attached be approved and adopted by the Parish Council
Ulley Parish Council Volunteer Policy

1. Introduction
Ulley Parish Council aims to maintain and improve areas in the village to which the public have access and volunteers make a vital contribution to this aim. We recognise the added value that volunteers bring to our organisation and those who use our services.

Ulley Parish Council aims to have a reciprocal and mutually beneficial relationship with our volunteers.

The involvement of volunteers will be guided by the following principles of good practice:
- the tasks to be performed by volunteers will be clearly defined, so that everyone is sure of their respective roles and responsibilities;
- the organisation will comply with the Data Protection Act and General Data Protection Regulations in the use of data held on all volunteers;
- volunteers will be provided with regular opportunities to share ideas/concerns with the Parish Council.

2. The Purpose of this Policy
By adopting this policy Ulley Parish Council aims to:
- highlight and acknowledge the value of the contribution made by volunteers;
- recognise the respective roles, rights and responsibilities of volunteers;
- confirm this organisation’s commitment to involving volunteers in its work;
- establish clear principles for the involvement of volunteers; and
- ensure the ongoing quality of the work carried out by volunteers;

This policy provides a framework for the involvement of volunteers.

All potential volunteers will be asked to complete a volunteer’s registration form. Where there is specific training required this will be highlighted and records kept of the training outcomes.

3. Operation of the Policy
Once appointed volunteers will be given an overview of any relevant policies and procedures and will be expected to comply with them in particular any Health and Safety risk assessments and related operating procedures. This is of particular importance where the volunteers will be using equipment supplied by the Parish Council. All volunteers are covered under Ulley Parish Council’s Public Liability Insurance.

Volunteers will be able to claim reasonable expenses incurred as a direct result of their volunteering. Volunteers should discuss any planned
expenditure prior to incurring it to ensure that it will be covered by the Council.

4. Responsibility
Overall responsibility for the implementations, monitoring and review of the policy and procedures lies with the Ulley Parish Council. Implementation and adherence to this policy is the responsibility of all members and staff of the Parish Council and volunteers working with the organisation.

[Date of Document]
[Date it is due for review]
Volunteer agreement

The Parish Council appreciates you volunteering with us and is committed to providing volunteers with a supportive environment. We hope that you will find your volunteer experience enjoyable and rewarding.

1. **Volunteer role**
   
   Your role as volunteer is to assist in maintaining and/or improving land within the parish to which the public have access.
   
   We expect you to perform your role to the best of your ability and to follow our procedures and standards, including health and safety and equal opportunities. You can expect us to deal with you in accordance with our equal opportunities policy.

2. **Induction and training**

   We will provide an induction explaining what we do and how volunteers work with us. We will also provide training in the use of any equipment to ensure your health and safety.

3. **Contact**

   Any of the Parish Councillors or the Parish Clerk are available as a point of contact during your volunteering with us. This can be to suggest improvements to working practices, ideas for new initiatives, reporting broken equipment, or to discuss any other ideas, problems or complaints you may have.

4. **Expenses**

   We may reimburse certain out-of-pocket expenses incurred in connection with your volunteering with us. Volunteers should discuss any planned expenditure prior to incurring it to ensure that it will be covered by the Council.

5. **Insurance**

   We will provide adequate insurance cover for you while you are undertaking voluntary work to assist in maintaining and/or improving land within the parish to which the public have access.
6. **CONFIDENTIALITY**

In the course of providing your volunteering services, you may have access to confidential information relating to Ulley Parish Council or our constituents. We expect you not to use or disclose this information to any person either during your volunteering experience with us or at any time afterwards.

7. **LEAVING**

We ask that you give us as much notice as possible if you want to stop volunteering so we can take account of the change in circumstances when planning future activities.

This agreement is binding in honour only, is not intended to be a legally binding contract between us and may be cancelled at any time at the discretion of either party. Neither of us intends any employment relationship to be created either now or at any time in the future.

Yours sincerely,


................................................................

On behalf of Ulley Parish Council

I have read and understand the contents of this letter.

Signed ....................................................
[Name of volunteer]

Date ....................................................
RISK ASSESSMENTS FORM

By signing below, I confirm that I have received training relevant to my volunteering role and where the use of equipment supplied by the Parish Council forms part of that role I have also been trained in its use, read and understood the operating instructions and risk assessments associated with its use.

<table>
<thead>
<tr>
<th>Name</th>
<th>Signature</th>
<th>Date</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Generic</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Hedge Trimmer. Petrol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Self-propelled lawn mower. Petrol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Strimmer and brush cutter. Petrol</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Ride on mower.</td>
</tr>
</tbody>
</table>
Recreation Ground Action Plan

Following receipt of the inspection report by the Play inspection Company and the possibility that the lease from RMBC may be finalised in the near future several members of the Council visited the site on the 10th June to consider what priority the Parish Council should give to the various issues highlighted in the inspection report.

1) Several of the pieces of equipment were identified as needing monitoring at this time. These were the “palisade logs”, the shackles on the single point swing and the ropes/nets on the activity equipment.
2) The corner of the concrete base to the bench seat backing on to the houses on Main Street was damaged
3) The timber steps to the slide were rotting
4) Two timbers in the climbing wall were rotting at the base
5) Moss was on the boulders in the activity area
6) The play bark was low near the slide and single point swing
7) The See Saw timber boxing round the mechanism was rotted and one of the seats was damaged
8) Rubberised “grass mats” are silted up under the activity equipment and the small swings
9) There is evidence of some localised rot in the timbers to the activity centre
10) The bearings to the cradle seat swings need replacing
11) The activity equipment boat is stiff to swing around and requires further investigation. The bearings appear to have become excessively worn.

Recommended

Item 1 No further action at this time: - the Council have agreed to bring in external inspectors on a monthly basis once the lease is granted. This will ensure the necessary monitoring will take place and when the items need works the inspection report will identify that need.

Item 2 The ground level needs raising and profiling to meet the edge of the concrete base to remove any trip hazard

Item 3 and 4 The two rotting timbers to the climbing wall be replaced with new timbers and the old timbers be cut to replace the steps up to the slide.

Item 5 has already been successfully actioned by the Work-about group

Item 6 Costings and budget have already been identified to allow this work to proceed as soon as the lease is granted

Item 7 Sourcing the necessary timers to box the see saw is already in hand, the rotten woodwork should be replaced as soon as the lease is granted and enquiries should be made to identify a source for the replacement seat.

Item 8 The Work-about group should be approached regarding the lifting of the mats and relaying

Item 9 Clear wood preservative should be purchased and applied to the localised areas of rot

Item 10 new bearings should be sourced and fitted to the swings

Item 11 RMBC should be approached for a fixed price to replace the bearings to the boat
DATED 2018

(a) ROTHERHAM BOROUGH COUNCIL

And

ULLEY PARISH COUNCIL

(i) LEASE

(b) in respect of land known as Ulley Recreation Ground, Ulley, Rotherham

(c)

(d)
**LAND REGISTRY PRESCRIBED LEASE CLAUSES**

<table>
<thead>
<tr>
<th>LR1. Date of lease</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>LR2. Title number(s)</td>
<td>LR2.1 Landlord's title number(s) SYK554521</td>
</tr>
<tr>
<td>LR3. Parties to this lease</td>
<td>Landlord Rotherham Borough Council of Riverside House Main Street Rotherham South Yorkshire S60 1AE</td>
</tr>
<tr>
<td>LR4. Property</td>
<td>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail. The land described in the First Schedule</td>
</tr>
<tr>
<td>LR5. Prescribed statements etc</td>
<td>LR5.1 Statements prescribed under rules 179 (disposition in favour of a charity), 180 (dispositions by a charity) or 196 (lease under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003. None</td>
</tr>
<tr>
<td>LR5.2 This lease is made under, or by reference to, provisions of:</td>
<td>None</td>
</tr>
<tr>
<td>LR6. Term for which the Property is leased</td>
<td>The term is as follows: Fifty years commencing on the ……. day of …………………. 2018</td>
</tr>
<tr>
<td>LR7. Premium</td>
<td>None</td>
</tr>
<tr>
<td>LR8. Prohibitions or restrictions on</td>
<td>This lease contains a provision that</td>
</tr>
<tr>
<td><strong>LR9. Rights of acquisition etc</strong></td>
<td>None</td>
</tr>
<tr>
<td>----------------------------------</td>
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</tr>
<tr>
<td><strong>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than Property</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>LR11. Easements</strong></td>
<td><strong>LR11.1 Easements granted by this lease for the benefit of the Property As described in the Part One of the Second Schedule</strong></td>
</tr>
<tr>
<td></td>
<td><strong>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other Property As described in Part Two of the Second Schedule</strong></td>
</tr>
<tr>
<td><strong>LR12. Estate rentcharge burdening the Property</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>LR13. Application for standard from of restriction</strong></td>
<td>None</td>
</tr>
<tr>
<td><strong>LR14. Declaration of trust where there is more than one person comprising the Tenant</strong></td>
<td>None</td>
</tr>
</tbody>
</table>
THIS LEASE is made the day of 2018

BETWEEN:

(1) ROTHERHAM BOROUGH COUNCIL of Riverside House Main Street
    Rotherham S60 1AE (hereinafter called “the Council”) and

(2) ULLEY PARISH COUNCIL of  
    (hereinafter called “the Lessee”)

1. DEFINITIONS AND INTERPRETATION

1.1 In this Lease the following terms shall, except so far as the context otherwise requires, have the following meanings:

“Asset Transfer Policy Principles” means the Council’s Asset Transfer Policy Principles including any amendment or modification thereto

“Business Plan” means a plan identifying the activities, systems and skills required to achieve the objectives that reflect the Lessee’s purpose or mission

“the Constitution” means the Constitution of the Lessee duly adopted by the Lessee on and, in the case of the incorporation of the Lessee, its Constitution or Memorandum and Articles of Association (as the case may be), all as subsequently amended from time to time in accordance with the provisions thereof and approved by the Council;

“Other Policies and Procedures” means any other policies or procedures which may be required to protect the Lessee or may need to be in place by law. These include Health and Safety, Equal Opportunities and Recruitment and Selection
“Permitted Use” means the use of the Property for the purpose of an area of public open space to be used as a recreation ground for the benefit of the community at large and in accordance with the Asset Transfer Policy Principles and for no other purpose whatsoever.

“the Property” means the land known as Ulley Recreation Ground, Poynton Avenue, Ulley, Rotherham as more particularly described in the First Schedule.

“Risk Assessment” means an assessment of the potential hazards, dangers and other risks involved in the Property and the activities carried out by the Lessee which include evaluating risks and taking any relevant action.

“the Term” The term of fifty (50) years commencing on the [               ] day of [                                    ] 2018.

1.2 In this Lease:-

1.2.1 the Clause headings are inserted for convenience only and shall not affect the construction of this Lease;

1.2.2 words denoting the singular shall include the plural and vice versa;

1.2.3 words denoting one gender shall include each gender and all genders;

1.2.4 references to persons shall be deemed to include references to natural persons, to firms, to partnerships, to bodies corporate, to associations, and to trusts (in each case whether or not having separate legal personality);
1.2.5 references in this Lease to “Clauses” and “Schedules” are references to clauses and, where appropriate, sub-clauses and to schedules of this Lease and references to the “parties” or “party” are references to the parties or a party to this Lease;

1.2.6 in every case where the words “the Council” must under this clause be construed as in the plural, all covenants and agreements on the part of the Council herein contained shall be deemed to be made jointly and severally;

1.3 Words and phrases defined for the purposes of or in connection with any statutory provision shall, where the context so requires, be construed as having the same respective meanings in this Lease.

1.4 Reference in this Lease to any statute or statutory provisions includes a reference to:

1.4.1 that statute or statutory provision as from time to time amended, extended or re-enacted or consolidated and

1.4.2 all statutory instruments or orders made pursuant to it;

2. LEASE

IN consideration of the Rent and Lessee’s covenants hereinafter reserved and contained the Council HEREBY LETS to the Lessee the Property TOGETHER WITH the rights set out in Part One of the Second Schedule hereto and EXCEPTING AND RESERVING unto the Council and its successors or tenants and all persons duly authorised by it the rights set out in Part Two of the Schedule Two hereto TO HOLD the Property unto the Lessee for the Term YIELDING AND PAYING unto the Council the yearly rent of ONE POUND (£1.00) payable yearly in advance on each anniversary of this Lease (if demanded) SUBJECT as hereinafter mentioned and nevertheless to the provision for re-entry hereinafter contained

3. LESSEE’S COVENANTS
The Lessee to the intent that the obligations may continue throughout the Term hereby covenant with the Council as follows:

3.1 To Pay the Rent
To pay the yearly rent hereinbefore reserved

3.2 To Pay Outgoings
To pay and discharge all existing and future rates, taxes, assessments, charges, duties and outgoings whatsoever payable by law in respect of the Property

3.3 Permitted Use
To use the Property for the Permitted Use and for no other purpose whatsoever

3.4 Repair and Maintenance Obligations
3.4.1 The Lessee shall be responsible for the full general grounds maintenance of the Property with such grounds maintenance including frequency of mowing, lopping pruning and any other grounds maintenance works to be determined by the Lessee
3.4.2 The Lessee shall be responsible for the maintenance and repair of half of the hedges facing into the Property (divided medially) of the residential properties on Main Street fencing
3.4.3 The Lessee shall be responsible for the annual inspection and general maintenance, repair and renewal of any existing or future play equipment on the Property
3.4.4 The Lessee shall be responsible for the maintenance and repair of any other items, (but not limited to) equipment, installations, recreation facilities that are existing or that the Lessee has installed on the Property

3.5 To Keep the Property Clean and Tidy
The Lessee shall:-
3.5.1 keep the Property clean and tidy including routinely removing any litter and waste and to regularly sweep the Property

3.5.2 be responsible for trimming any overhanging hedging or branches along the boundary (if any) of the Property

3.6 Make Good Damage Caused

To the extent that such damage arises as a result of negligence or malicious misuse of the Property by the Lessee or any persons authorised by them to make good to the reasonable satisfaction of the Council damage caused to the Property

3.7 Alterations

3.7.1 The Lessee shall not:-

3.7.1.1 make or suffer to be made any alterations or additions to the Property or any existing structures on the Property without the prior written consent of the Council

3.7.1.2 erect or cause to be erected on the Property any building or structure whatsoever of any nature without the prior written consent of the Council

3.7.1.3 if requested by the Council to remove any structures, materials and equipment in association with the use and operation of the Property at the expense of the Lessor at the termination of this Lease

3.7.2 Notwithstanding the provisions of clause 3.7.1 above, the Lessee, its authorised agents, contractors and other authorised persons shall be permitted to:-

3.7.2.1 erect temporary non structural buildings including tents, marquees and other non permanent installations

3.7.2.2 remove, replace, alter or install children’s play equipment or installations that are for the use, benefit or enjoyment of local community
3.8 Waste Disposal
To make the appropriate arrangements for the correct disposal of any waste arising from the use of the Property and shall not permit refuse or any other items to be deposited on paths or land adjoining the Property so as to cause an obstruction.

3.9 Alienation
Not to assign charge underlet or part possession with the whole of the Property or any part or parts thereof.

3.10 Obtain Licenses
To apply for and be responsible for the cost of obtaining a licence where appropriate and to apply for the prior written approval of the Council to use or to permit the use of the Property for the performance of public entertainments in music and dancing, stage plays, boxing, wrestling, gaming or for the sale manufacture or supply of intoxicating liquor of any kind or of food for consumption either on or off the Property which now or in the future may require licence or consent under statute.

3.11 Auctions
Not to use or permit to be used the Property or any part thereof for any sale by auction (other than an auction for charity purposes).

3.12 Not to Cause Nuisance
Not to carry on or to permit or suffer to be carried on any part of the Property any offensive, noisy or dangerous trade, business or occupation, nor to permit or suffer the Property to be used as a place of manufacture or for any illegal or immoral purpose or so as to cause nuisance, annoyance or inconvenience to the Council or the neighbourhood (save that reasonable use of the Property in accordance with the Permitted Use shall not be deemed to be in breach of the covenant contained in this present sub-clause) nor do or permit or suffer to be done upon the Property nor omit to do on the Property anything the doing or
omission of which may invalidate or prejudicially affect any insurance of the
Property or which may lead to payment of any insurance moneys being
refused in whole or in part or cause an increased or extra premium to be paid

3.13 Permit Entry

3.13.1 To permit the Council by its duly authorised agents and officials with or without
workmen and others at all reasonable times in the daytime and upon
reasonable prior notice to enter upon the Property in order to examine the
state and condition thereof and for all reasonable purposes and the Lessee
shall repair and make good with materials to be approved by the Council all
defects and repairs for which the Lessee are responsible hereunder and of
which notice in writing shall have been given to the Lessee by the Council or
left at the Property within two calendar months after the giving of such notice
and if the Lessee shall not immediately after the date of receipt of such notice
proceed diligently with the execution of such work or works then to permit the
Council to enter upon such part or parts of the Property in order to execute
such work or works and the cost thereof shall be a debt due from the Lessee
to the Council and shall be recoverable forthwith by action or as rent arrears
and the Lessee shall indemnify the Council in respect of any loss or injury
cau ted to third parties by the default of the Lessee.

3.13.2 To permit the Council at all times upon giving two days prior written notice
(except in cases of emergency) to enter the Property to ascertain whether or
not the covenants and conditions of this Lease have been observed and
performed

3.13.3 To permit the Council after two working days written notice (except in event of
emergency) to enter upon the Property for the purpose of executing repairs or
alterations to or upon or to maintain cleanse or rebuild any adjoining property
or to maintain cleanse empty renew alter install or repair any of the sewers
drains watercourses conduits pipes wires and cables or other services

Comment [C2]: We consider this clause to be superfluous and unreasonable.

Comment [C3]: This clause is an integral part of the Council’s standard asset transfer lease which has been approved by Cabinet for this programme. Accordingly we will not agree to its removal. We do not accept that it is unreasonable in any event – if the Parish Council keeps the property in repair and complies with repair notices, we will not need to do any works.
belonging to or serving adjoining or neighbouring property or for any other proper purpose making good all damage to the Property thereby occasioned

PROVIDED THAT the Council shall not be liable to the Lessee for any obstruction annoyance or inconvenience or otherwise in relation to any such work carried out or thing done as aforesaid

3.13.4 To permit the Council at all times to enter the Property after two working days written notice (except in event of emergency) for the purpose of executing all works thereon which the Council may be statutorily liable to carry out to the exclusion of the Lessee notwithstanding any contract to the contrary

3.14 Signage
Not without the previous approval in writing of the Council, to exhibit upon any part of the Property any permanent signboard, hoarding, advertisement, fixed pole, sign, flag or placard or any writing of any description

(A) 3.15 Not to store dangerous substances
Not to keep or permit or suffer to be kept on the Property or any part thereof any materials of a dangerous, explosive or inflammable nature or any materials the keeping of which may contravene any Statute or any rule, regulation or bye-law made by any Authority, local or otherwise, having power to make rules, regulations or bye-laws, or any materials which constitute an unreasonable nuisance to the lessees or occupiers of adjoining property in the neighbourhood

(B) 3.16 Not to overload
Not to place, bring or use or permit or suffer to be placed, brought or used in or upon the Property or any part thereof anything which shall by reason of the weight, condition, nature or use thereof in any way damage, injure or endanger or in the reasonable opinion of the Council be likely to damage the Property

3.17 Keep Clear from Obstructions
To keep any space in front of and surrounding the Property clear of all obstructions

3.18 To Insure Against Public Liability Claims

To effect and maintain adequate third party public liability insurance (£5,000,000 minimum cover or such other sum as the Landlord shall from time to time reasonably determine in respect of the Lessee’s liability to the Council or third parties arising from the Lessee’s own acts, omissions or negligence) with a substantial and reputable insurance office or with the underwriters the Council from time to time approves (such approval not to be unreasonably withheld or delayed) and whenever required so to do produce to the Council the policy of such insurance and the receipt for the last premium thereof.

3.19 To Pay Fees

To pay all proper and reasonable expenses including Solicitors’ costs and Surveyors’ fees properly and reasonably incurred by the Council incidental to

3.19.1 the preparation and service of a notice or notices under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture is avoided otherwise than by relief granted by the Court;

3.19.2 any application made by the Lessee for the Council’s consent for or approval of any matter under this Lease whether or not consent or approval is given (unless the court determines that the Council has unreasonably withheld that consent or approval) or the application is withdrawn;

3.19.3 the recovery of any arrears of Rent or other outgoings and expenditure of the Council properly payable by the Lessee under this Lease and

3.19.4 the preparation and service of any notice or schedule of dilapidations during or within six months after the end of the Term.
3.20 \textbf{To Indemnify} \\
Save where any liability of the Council is covered by any policy or policies of insurance in force at the relevant time, to indemnify and at all times hereafter to keep indemnified the Council from and against all loss, damage, proceedings and claims suffered by the Council in respect of physical damage caused to any property adjoining the Property or the owners thereof or users thereof or the users of the adjacent highways arising out of the use and occupation of the Property by the Lessee.

3.21 \textbf{To Remove Additions} \\
If so required by the Council and at its own expense on termination of this Lease to remove from the Property any alterations or additions made to the Property by the Lessee during the Term and to make good all damage occasioned by such removal.

3.22 \textbf{Reletting Boards} \\
To permit the Council at any time during the six months immediately preceding the determination of this Lease to enter upon the Property and affix and retain without interference upon any part thereof a notice for re-letting or selling the same and to permit all persons with authority from the Council at all reasonable times during the daytime to enter and view the Property.

3.23 \textbf{To Yield Up} \\
At the determination of this Lease peaceably to vacate and deliver up possession of the Property and all landlord's fittings and fixtures in and upon the Property to the Council or to such person as it shall appoint to receive the same in accordance with the covenants on the part of the Lessee herein contained.

3.24 \textbf{Remove Fixtures and Fittings}
At the end or sooner determination of the Term to remove from the Property all fittings in the nature of tenant’s fittings and to make good all damage occasioned thereby.

3.25 Disclosure and Barring Service Check

To ensure all members of staff employed by the Lessee who are so required by law, undergo Disclosure and Barring Service checks (DBS checks). If requested, the Lessee shall provide copies of such documentation to the Council. The Lessee shall take all reasonable steps to adhere to any recommendations provided by the Council’s Youth Service in relation to the care and management of young people.

3.26 Comply with Statute

To comply with all obligations imposed under or by virtue of any Act or Acts of Parliament regulations directions bye-laws orders and notices for the time being in force and do and execute or cause to be done and executed all such works acts deeds matters and things as under or by virtue of such Act or Acts regulations directions bye-laws orders and notices are or shall be properly directed or necessary to be done or executed on or in respect of the Property or any part thereof whether by the owner landlord lessee tenant or occupier and in particular to comply with all obligations imposed under or by virtue of the Disability Discrimination Act 1995/2005 and the Workplace (Health, Safety and Welfare) Regulations 1992 and at all times to keep the Council indemnified against all costs claims demands and liability in respect thereof.

3.27 To Provide Documentation

To provide the Council at the commencement of the Term and upon any further request a signed copy of the Lessee’s Constitution along with a Business Plan, Risk Assessment and any Other Policies and Procedures deemed necessary by the Council.

3.28 To Comply with the Council’s Title

Comment [C4]: The above two sentences should be removed. It would require all members of parish council staff to undertake a DBS. We do not consider this is necessary or helpful.

Comment [C5]: We have amended the clause to make it less onerous.
To comply at all times with the covenants conditions restrictions and stipulations contained in the Council’s freehold title to the Property

3.29 **Not to Apply for Planning**
Not to make any application for planning in respect of the Property without the prior written consent of the Council as Landlord and not to enter into any planning agreement with the Local Planning Authority (as distinct from the Council as Landlord) or any other person or organisation in relation to the Property or their use or their development

(C) 3.30 **To pay Value Added Tax**
To pay to the Council by way of additional rent Value Added Tax if any is chargeable in respect of any payment (including rent) made by the Lessee under any of the terms of or in connection with this Lease such Value Added Tax to be payable in addition to the aforesaid payments

3.30.1 In every case where the Lessee has agreed to reimburse the Council in respect of any payment by the Council under the terms of or in connection with this Lease the Lessee shall also reimburse any Value Added Tax paid by the Council upon such payment

3.30.2 Any reference to Value Added Tax in this Lease shall include any tax of a similar nature that may be substituted for it or levied in addition to it

3.30.3 Nothing in this clause shall be construed as an exercise by the Council or an agreement by the Council to exercise the election to waive exemption for Value Added Tax purposes

3.31 **To Register the Lease**
Upon completion of this Lease as soon as reasonably practicable thereafter at its own cost to apply to the Land Registry for first registration of the title to this Lease and apply for a note of this Lease to be entered on the Council’s title and to use all reasonable endeavours to ensure that the benefit and burden of
the rights exceptions and reservations as set out in Schedule 2 of this Lease be noted on the Leasehold title. Upon completion of the registration to provide official copies to the Council showing the Lessee registered as proprietor, together with a copy of the filed plan

4. **COUNCIL COVENANTS**

The Council covenants with the Lessee subject to the Lessee paying the rents and performing and observing the covenants and stipulations on the part of the Lessee contained in this Lease to allow the Lessee to peaceably and quietly hold occupy and enjoy the Property during the Term without any interruption from or by the Landlord or any other persons rightfully claiming under or in trust for it

5. **AGREEMENTS AND DECLARATIONS**

The parties hereby agree and declare the following provisions:

5.1 **Forfeiture**

If the rent hereby reserved or any part thereof shall remain unpaid for twenty one days after becoming payable or if any of the covenants on the part of the Lessee hereinbefore contained shall not be performed or observed and, if capable of being remedied, are not remedied within a period of one month after written notice regarding the same has been delivered by the Council to the Lessee, or if the Lessee shall cease to exist, then and in any such case it shall be lawful for the Council at any time thereafter to re-enter upon the Property or upon any part thereof in the name of the whole and thereupon this Lease shall absolutely determine but without prejudice to any right of action of either party against the other in respect of any antecedent breach or non observance of the covenants on the part of the Council or the Lessee (as the case may be) hereinbefore contained

5.2 **Access of light**
It is hereby agreed and declared that the Lessee shall not be entitled to any right of access of light or air to the Property which would restrict or interfere with the user of the Council’s adjoining or neighbouring land or the site of any existing building for building or any other purpose or purposes whatever.

5.3 Notices

5.3.1 Any notice to be given under this Lease shall either be delivered personally or sent by first class registered or recorded delivery post. The address for service of each party shall be the address stated herein or any other address for service previously notified to the Council in writing or (in the absence of any such notification) his or her last known address. A notice shall be deemed to have been served as follows:

5.3.1.1 if personally delivered, at the time of delivery; or

5.3.1.2 if posted, at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authorities.

5.3.2 In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody office of the postal authority as a prepaid first class recorded or registered delivery letter.

5.4 Local Authority Functions

For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Council’s rights, powers, duties and obligations in the exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, bye-laws, orders and regulations may be as fully and effectually exercised in relation to the Property as if it were not the owner thereof and as if this Lease had not been executed by it.

5.5 Exclusion of Sections 24-28 of the Landlord and Tenant Act 1954
PURSUANT to a Notice served on the Tenant in accordance with paragraph 2 of the Regulations Reform (Business Tenancies) (England and Wales) Order 2003 (“the Order”) and a Declaration made by the Tenant in accordance with Paragraph 3 of the Order the parties agree that the provisions of Sections 24 - 28 (inclusive) of the Landlord and Tenant Act 1954 (“the Act”) are excluded in relation to the tenancy created by this Lease under the provisions of Section 38A (1) of the Act.

IN WITNESS the parties have executed this document as a Deed on the day and year first before written.

THE FIRST SCHEDULE

THE PROPERTY

ALL THAT piece of land containing an area of 0.43 acres or thereabouts known as Ulley Recreation Ground, Poynton Avenue, Ulley, Rotherham including all existing play equipment, recreation facilities, installations and street furniture all which said land shown edged red on the plan annexed hereto.

The Property is subject to any existing easements or quasi-easements wayleaves and rights of way affecting the Property and the Lessee shall not acquire or seek to acquire any easements or other rights over any adjoining land owned by the Council.

THE SECOND SCHEDULE

PART ONE

The Rights Granted

1. Any subsisting express or implied legal and equitable rights, which for avoidance of doubt includes (but this is not conclusive) support, services and
access so far as the Tenant is able to grant the same rights over the Property in favour of the adjoining land

2. The right (in common with the Council and all other persons with a like right) of way over the Council’s adjoining land to gain pedestrian access to and from the Property over the footpath shown coloured yellow on the Plan and access with or without vehicles and equipment over and along the accessway shown coloured brown on the Plan such access to be at all times and for all purposes consistent with the provisions of this lease

PROVIDED THAT the rights contained in this schedule are at all times SUBJECT to the person exercising those rights making good all damage caused to the reasonable satisfaction of the Council

PART TWO

Rights Reserved

1. The right to free and uninterrupted passage of running water and soil and effluent drainage gas electricity telephone or any other service or supply to and from any adjoining buildings or land of the Council or its successors or tenants through the sewers drains watercourses conduits pipes wires and cables which now are or may during a period of eighty years from the date hereof (hereinafter called “the Period”) be in over under or upon the Property

2. The right after giving seven days’ written notice thereof (except in cases of emergency) to enter upon the Property for the purpose of constructing maintaining repairing or making connections to any of the said sewers drains watercourses conduits pipes wires and cables now existing or hereafter during the Period to be constructed thereon or thereunder

3. The right to enter upon the Property with its agents servants contractors or workmen for the purpose of viewing the state and repair of any land situate on the adjoining or neighbouring land of the Council
4. The right to execute works and build or rebuild premises on any adjoining land whether such works or premises interfere with the light or air of the Property and any building hereafter erected thereon or not

5. The right of support and protection from the Property for any part of the Council’s adjoining property as requires such support and protection

6. All other easements or other rights in the nature of easements or quasi-easements enjoyed by any adjoining or neighbouring premises

EXECUTED as a DEED by
affixing the Common Seal of
ROtherham Borough Council
In the presence of: -

Duly Authorised Officer

EXECUTED as a DEED by ULLEY PARISH COUNCIL acting by [its authorised officer] in the presence of:-

Signature of Witness:
Name: [Name]
Address: [Address]

Comment [8]: Please confirm how the Parish Council executes documents.
ULLEY PARISH COUNCIL
DRAFT CODE OF CONDUCT  (Revised 2018)

Adopted 2018.
Introduction
Pursuant to section 27 of the Localism Act 2011, Ulley Parish Council (‘the Council’) has adopted this Code of Conduct to promote and maintain high standards of behaviour by its Members and co-opted Members whenever they conduct the business of the Council, including the business of the office to which they were elected or appointed, or when they claim to act or give the impression of acting as a representative of the Council.

This Code of Conduct is based on the principles of selflessness, integrity, objectivity, accountability, openness, honesty, and leadership.

Definitions
For the purposes of this Code, a ‘meeting’ is a meeting of the Council, any of its committees, sub-committees, joint committees or joint sub-committees.

For the purposes of this Code, and unless otherwise expressed, a reference to a member of the Council includes a co-opted member of the Council.

Member obligations
When a member of the Council acts, claims to act or gives the impression of acting as a representative of the Council, he/she has the following obligations.
1. He/she shall behave in such a way that a reasonable person would regard as respectful.
2. He/she shall not act in a way which a reasonable person would regard as bullying or intimidatory.
3. He/she shall not seek to improperly confer an advantage or disadvantage on any person.
4. He/she shall use the resources of the Council in accordance with its requirements.
5. He/she shall not disclose information which is confidential or where disclosure is prohibited by law.

Registration of interests
6. Within 28 days of the member’s election or the co-opted member’s appointment, he/she shall register with the Monitoring Officer the interests which fall within the categories set out in Appendices A and B.
7. Upon the re-election of a member or the re-appointment of a co-opted member, he/she shall within 28 days re-register with the Monitoring Officer any interests in Appendices A and B.
8. A member shall register with the Monitoring Officer any change to interests or new interests in Appendices A and B within 28 days of becoming aware of it.
9. A member need only declare the existence but not the details of any interest which the Monitoring Officer agrees is a 'sensitive interest'. A sensitive interest is one which, if disclosed on a public register, could lead the member or a person connected with the member to be subject to violence or intimidation.

**Declaration of interests at meetings**

10. Where a matter arises at a meeting which relates to an interest in Appendix A the member shall not participate in a discussion or vote on the matter. He/she only has to declare what his/her interest is if it is not already entered in the member's register of interests or if he/she has not notified the Monitoring Officer of it.

11. Where a matter arises at a meeting which relates to an interest in Appendix A which is a sensitive interest, the member shall not participate in a discussion or vote on the matter. If it is a sensitive interest which has not already been disclosed to the Monitoring Officer, the member shall disclose he/she has an interest but not the nature of it.

12. Where a matter arises at a meeting which relates to an interest in Appendix B, the member shall not vote on the matter. He/she may speak on the matter only if members of the public are also allowed to speak at the meeting.

13. A member only has to declare his/her interest in Appendix B if it is not already entered in his/her register of interests or he/she has not notified the Monitoring Officer of it or if he/she speaks on the matter. If he/she holds an interest in Appendix B which is a sensitive interest not already disclosed to the Monitoring Officer, he/she shall declare the interest but not the nature of the interest.

14. Where a matter arises at a meeting which relates to a financial interest of a friend, relative or close associate (other than an interest of a person in Appendix A), the member shall disclose the nature of the interest and not vote on the matter. He/she may speak on the matter only if members of the public are also allowed to speak at the meeting. If it is a 'sensitive interest' the member shall declare the interest but not the nature of the interest.

**Dispensations**

15. On a written request made to the Council’s Clerk, the Council may grant a member a dispensation to participate in a discussion and vote on a matter at a meeting even if he/she has an interest in Appendices A and B if the Council believes that the number of members otherwise prohibited from taking part in the meeting would impede the transaction of the business; or it is in the interests of the inhabitants in the Council’s area to allow the member to take part or it is otherwise appropriate to grant a dispensation.
# Appendix A - Interests described in the table below.

<table>
<thead>
<tr>
<th>Subject</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employment, office, trade, profession or vocation</td>
<td>Any employment, office, trade, profession or vocation carried on for profit or gain by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners.</td>
</tr>
<tr>
<td>Sponsorship</td>
<td>Any payment or provision of any other financial benefit (other than from the Council) made to the member during the 12 month period ending on the latest date referred to in paragraph 6 above for expenses incurred by him/her in carrying out his/her duties as a member, or towards his/her election expenses. This includes any payment or financial benefit from a trade union within the meaning of the Trade Union and Labour Relations (Consolidation) Act 1992.</td>
</tr>
</tbody>
</table>
| Contracts | Any contract made between the member or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners (or a firm in which such person is a partner, or an incorporated body of which such person is a director* or a body that such person has a beneficial interest in the securities of*) and the Council:  
(a) under which goods or services are to be provided or works are to be executed;  
and  
(b) which has not been fully discharged. |
| Land | Any beneficial interest in land held by the member or by his/her spouse or civil partner which is within the area of the Council.  
"Land" excludes an easement, servitude, interest or right in or over land which does not give the member or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income. |
| Licences | Any licence (alone or jointly with others) held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners to occupy land in the area of the Council for a month or longer. |
| Corporate tenancies | Any tenancy where (to the member’s knowledge) —  
(a) the landlord is the Council; and  
(b) the tenant is a body that the member, or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners is a partner of or a director* of or has a beneficial interest in the securities* of. |

Any beneficial interest held by the member or by his/her spouse or civil partner or by the person with whom the member is living as if they were spouses/civil partners in securities* of a body where—  
(a) that body (to the member’s knowledge) has a place of business or land in the area of the Council; and  
(b) either—  
(i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or
ii. if the share capital of that body is of more than one class, the total nominal value of the shares of any one class in which the member, or his/her spouse or civil partner or the person with whom the member is living as if they were spouses/civil partners has a beneficial interest exceeds one hundredth of the total issued share capital of that class.

* director’ includes a member of the committee of management of an industrial and provident society.

* securities’ means shares, debentures, debenture stock, loan stock, bonds, units of a collective investment scheme within the meaning of the Financial Services and Markets Act 2000 and other securities of any description, other than money deposited with a building society.
Appendix B - An interest which relates to or is likely to affect:

(i) any body of which the member is in a position of general control or management and to which he/she is appointed or nominated by the Council;

(ii) any body—

(a) exercising functions of a public nature;

(b) directed to charitable purposes; or

(c) one of whose principal purposes includes the influence of public opinion or policy (including any political party or trade union) of which the member of the Council is a member or in a position of general control or management;

(iii) any gifts or hospitality worth more than an estimated value of £50 which the member has received by virtue of his or her office.