

## **Clerk's Report 16 July 2020**

- The Parish Council's Recovery Task Force meeting to support community organisations has met again and held a separate meeting to discuss collaborative funding opportunities.
- Litter and anti-social behaviour in our open spaces continue to be a problem. Up to two hours daily is spent by staff clearing litter on top of the help by provided by our community litter pickers.
- The Clerk is Secretary to the Surrey branch of the Society of Local Council Clerks who continue to meet monthly to share ideas and support each other. This month the presentation was on reducing legionella risk in public buildings.
- The Clerk attended an online meeting of the Waverley Economic Development team who discussed the re-opening of the High Street. They are working on a project to install footfall counters in the High Street and making social media films to encourage shopping locally.
- The Chairman, Vice Chairman and Clerk had a meeting with Cllr A Povey and Ms Rosemary French OBE of the Chamber of Commerce to discuss the re-opening of the High Street. The voluntary one-way pedestrian route trial has ended and will not be extended. There is £9,600 funding available to Cranleigh from the European Regional Development Fund to support measures to safely re-open Cranleigh High Street. Measures discussed included closing the access road to Fountain Square Thursday to Sunday to enable more outside space for tables and chairs. Cllr Povey has agreed to investigate a 20mph speed limit for the High Street.
- Cllr M Scully and the Clerk attended the Chamber of Commerce online meeting to discuss future High Street improvements.
- A meeting was held online on 19 June 2020 with the Chairman, Vice Chairman and Mr Everitt of CVHT to discuss CVHT's community work. The meeting notes have been added to the Council's website.
- The Chairman and Clerk had a telephone consultation with Locality to discuss the technical support assistance for the Habitats Regulations Assessment for the Neighbourhood Plan.
- The Chairman and Clerk attended an online meeting with Thames Water to hear about their plans to address the water supply capacity issues in Cranleigh.
- An online meeting of the Recreation Users Group was held to discuss the adult football pitch improvements quotations.
- The Clerk and Admin Clerk for Planning continue to attend the ICCM death management webinars.
- The play park extension was completed in readiness for the re-opening of the play park on 04 July 2020.
- The Council was successful in its application for £500 grant funding to the Tesco Bags of Help for a sun shade for the Snoxhall Pavilion to help utilize the outside space for social distancing.
- No further news on when the Amlets Lane allotments will be ready for use.
- A response is awaited from the Environment Agency on the query raised by the cemetery ground water risk assessment.
- The new touch free wallgate units for the Village Way public conveniences have been installed.

- The Council provided some bags of compost to the volunteers working on the Centenary Garden.
- The Council provided sleepers and a shed for the Beryl Harvey Conservation Field volunteers to erect in the conservation field.
- The letter about concerns over parking enforcement was sent to Waverley Borough Council who said that Surrey County Council as the 'Highway Authority' is responsible for on-street parking enforcement across the whole of Surrey. In the Waverley area Surrey County Council have contracted on-street enforcement to Guildford Borough Council. The Parish Council's letter has been sent to both Surrey County Council and Guildford Borough Council and a reply is awaited.
- WBC have received a government grant of £1.281m is to help mitigate the costs incurred by the Council in responding to the impact of COVID-19. WBC invited parish and town councils to share their financial impacts so they could be included in the government returns. The total budget impacted across all town and parish councils in 2020/21 is currently estimated to be £270k. WBC's Overview and Scrutiny Committee discussed a proposal to top-slice £80k of the government grant to support town and parish councils that can demonstrate a net loss of income due to COVID-19.
- The Parish Council had no objection to the addition of films to the licensing consent for Hurtwood Park Polo Club.
- The three yearly tree survey work is ongoing.
- New planting is planned for the central flowerbed in the Garden of Remembrance at the cemetery.
- A Surrey Parish Climate Action Day online conference is planned for 22 September 2020.
- The Working Party to discuss a circular footpath around Snoxhall Fields is meeting at 6.00pm on Thursday 23 July 2020, followed at 7.00pm by the Skate Park Working Party.
- The next meetings of the Personnel and Finance Committees have been moved from Monday 07 September 2020 to Monday 19 October 2020.
- The next Council meeting has been moved from Thursday 17 to Thursday 24 September 2020.



## CRANLEIGH PARISH COUNCIL

### Snoxhall Pavilion COVID Risk Assessment

Date of Assessment: 17 June 2020

Area	People at Risk	Our Controls	Comments
Access to the pavilion	Staff Contractors Visitors	Staff provided with gloves for unlocking and locking Sanitiser available close to entrance doors Catch it kill it bin it poster displayed COVID advice poster displayed	
Toilets	Staff Contractors Visitors	Soap, paper towels regularly topped up by contractor	Not large enough for social distancing Hirer to supervise
Kitchen	Staff Contractors Visitors		Hirers to fully clean all touch points at end of hire Hirers to fully clean all crockery, cutlery
Hirers	Staff Visitors	Request copy of their COVID Risk Assessment before approving hire	Hirer to be responsible for wiping all touch points: door handles, light switches Hirers asked to wear face coverings where possible Hall to be closed for 72 hours if staff, contractor or visitor has positive COVID test



## CRANLEIGH PARISH COUNCIL

### Village Hall COVID Risk Assessment

Date of Assessment: 17 June 2020

Area	People at Risk	Our Controls	Comments
Access to the village hall	Staff Contractors Visitors	Staff provided with gloves for unlocking and locking Sanitiser available close to entrance doors Catch it kill it bin it poster displayed COVID advice poster displayed	Sufficient area for socially distanced queuing along each side of the building
Committee Room	Staff Contractors Visitors	Sanitiser available	One way route can be established using both sets of external doors to the Committee Room for in and out
Main Hall	Staff Contractors Visitors		Large enough for arrangement of seating for social distancing
Front foyer	Staff Contractors Visitors	Open both front doors for wider passing Sanitiser available Catch it kill it bin it poster displayed COVID advice poster displayed	Open double doors for wider passing into main hall
Toilets	Staff Contractors Visitors	Soap, paper towels regularly topped up by contractor	Not large enough for social distancing Hirer to supervise
Kitchen	Staff Contractors Visitors		Hirers to fully clean all touch points at end of hire Hirers to fully clean all crockery, cutlery

Stage	Staff Contractors Visitors	Limited to access to light switches only	Stage building works ongoing
Hirers	Staff Visitors	Request copy of their COVID Risk Assessment before approving hire	Hirer to be responsible for wiping all touch points: door handles, light switches Hirers asked to wear face coverings where possible Hall to be closed for 72 hours if staff, contractor or visitor has positive COVID test



## CRANLEIGH PARISH COUNCIL

### Youth Centre COVID Risk Assessment

**Date of Assessment: 17 June 2020**

Area	People at Risk	Our Controls	Comments
Access to the Youth Centre	Staff Contractors Visitors	Staff provided with gloves for unlocking and locking Sanitiser available close to entrance doors Catch it kill it bin it poster displayed COVID advice poster displayed	
Toilets	Staff Contractors Visitors	Soap, paper towels regularly topped up by contractor	Not large enough for social distancing Hirer to supervise
Kitchen	Staff Contractors Visitors		Hirers to fully clean all touch points at end of hire Hirers to fully clean all crockery, cutlery
Hirers	Staff Visitors	Request copy of their COVID Risk Assessment before approving hire	Hirer to be responsible for wiping all touch points: door handles, light switches Hirers asked to wear face coverings where possible Hall to be closed for 72 hours if staff, contractor or visitor has positive COVID test



## CRANLEIGH PARISH COUNCIL

### Council Office COVID Risk Assessment

Date of Assessment: 17 June 2020

Area	People at Risk	Our Controls	Comments
Access to the office	Staff	Staff provided with gloves for unlocking and locking Sanitiser available close to entrance doors Catch it kill it bin it poster displayed COVID advice poster displayed	Office closed to members of the public Office to be closed for 72 hours if a member of staff has positive COVID test
Toilets	Staff	Soap, paper towels regularly topped up by staff	Cleaning contract suspended Staff to fully clean all touch points between different staff members in office
Kitchen	Staff		Staff to fully clean all touch points between different staff members in office
Hirers		No external hire of the office permitted	





## CRANLEIGH PARISH COUNCIL

### Hirers COVID Risk Assessment

Date of Assessment: 18 June 2020

Area of Risk	Risk identified	Actions to take to mitigate risk	Notes
<b>Cleanliness of building and equipment, especially after other hires</b>	Other hirers have not cleaned building or equipment used to standard required. Our group leaves building or equipment without cleaning.	Hirers to be asked to make sure they clean regularly used surfaces before, during and after hire e.g. tables, sinks, door and toilet handles.	Sanitizing wipes will be available.
<b>Managing social distancing and especially people attending who may be vulnerable</b>	People do not maintain 2 m social distancing	Advise group they must comply with social distancing as far as possible. Hirer to limit numbers using toilets at once.	Allow vulnerable people time to use toilets without others present. One way routes possible in Village Hall.
<b>Respiratory hygiene</b>	Transmission to other members of group	Catch It, Bin It, Kill It poster displayed. Sanitiser available. Encourage group to avoid touching mouth, eyes, and nose. Encourage hirers to wear face coverings.	
<b>Hand cleanliness</b>	Transmission to other members of group and premises	Advise group to use sanitiser on entering and exiting the building, to wash hands regularly using soap and paper towels.	

Council Offices, Village Way, Cranleigh, Surrey, GU6 8AF

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<b>Someone falls ill with COVID-19 symptoms</b>	Transmission to other members of group and premises	Isolate person to separate area of the building until they can leave. Move person to safe area, obtain contacts, inform Parish Council.	Hirers to only permit pre-booked attendees and make record available for NHS Test and Trace. Building will be closed for 72 hours following a hirer testing positive with COVID 19 test.
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## AGREEMENT FOR THE SALE AND PURCHASE OF TELEPHONE KIOSK(S) TO A LOCAL AUTHORITY IN ENGLAND OR WALES

This agreement is made this                      day of                      2020

### Background

The Buyer wishes to buy the Goods from the Seller and the Seller has agreed to sell the Goods to the Buyer upon the terms and conditions set out in this agreement.

### 1 Definitions

In this agreement, unless the context requires otherwise:

'the Purpose' means [     ]

'Buyer'                      means **Cranleigh Parish Council**

'Conditions'                      means the terms and conditions of sale set out in this agreement.

'Decommissioning'                      means (i) the disconnection of the Goods from the Seller's telecommunications network and (ii) the removal of the payphone, ancillary equipment and wiring from within the kiosk. 'Decommission', 'Decommissioning' and 'Decommissioned' shall be construed accordingly.

'Goods'                      means the telephone kiosk or kiosks as more fully described in the schedule to this agreement, which the Buyer agrees to buy from the Seller but excluding any telephony and ancillary apparatus.

'IP Rights'                      means all intellectual property rights in any part of the world, including but not limited to patents, copyright, design rights, trade marks, database rights, registered design rights and community design rights and shall include pending applications for any intellectual property rights.

'Notice to Complete'                      means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer.

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

## **2 Conditions applicable**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.
- 5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity, then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.
- 5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.
- 5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2 IP rating 54;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

- 5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.



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

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

## **6 Warranties and liability**

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

## **7 Title and risk**

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

## **8 Limitation of Liability**

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.

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

## **9 Intellectual property**

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

## **10 General**

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

**SCHEDULE**

**THE GOODS – Specification and Description**

**01483 273955**

**O/S The Four Elms P.H.  
Smithwood Common  
Cranleigh  
GU6 8QP**

Signed by [ ] for and on behalf of .....

**BRITISH TELECOMMUNICATIONS plc**

Signature

.....

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

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

Signed by [ ] for and on behalf of

.....

Signature

.....

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

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



# **Local Government Association Model Member Code of Conduct**

# Introduction

The Local Government Association (LGA) is providing this Model Member Code of Conduct as part of its work on supporting the sector to continue to aspire to high standards of leadership and performance.

The role of councillor in all tiers of local government is a vital part of our country's system of democracy. In voting for a local councillor, the public is imbuing that person and position with their trust. As such, it is important that as councillors we can be held accountable and all adopt the behaviours and responsibilities associated with the role. The conduct of an individual councillor affects the reputation of all councillors. We want the role of councillor to be one that people aspire to and want to participate with. We want to continue to attract individuals from a range of backgrounds and circumstances who understand the responsibility they take on and are motivated to make a positive difference to their local communities.

All councils are required to have a local Member Code of Conduct. This Model Member Code of Conduct has been developed in consultation with the sector and is offered as a template for councils to adopt in whole and/or with local amendments. The LGA will undertake an annual review of the Code to ensure it continues to be fit-for-purpose, particularly with respect to advances in technology, social media and any relevant changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code, whilst the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to town and parish councils.

As a councillor we all represent local residents, work to develop better services and deliver local change. The public have high expectations of us and entrust us to represent everyone (in our ward/town/parish), taking decisions fairly, openly, transparently and with civility. Councillors should also be treated with civility by members of the public, other councillors and council employees. Members have both individual and collective responsibility to maintain these standards, support expected behaviour and challenge behaviour which falls below expectations. This Code, therefore, has been designed to protect our democratic role, encourage good conduct and safeguard the public's trust in local government.



**Councillor Izzi Seccombe OBE**  
Leader, LGA Conservative Group



**Councillor Nick Forbes CBE**  
Leader, LGA Labour Group



**Councillor Howard Sykes MBE**  
Leader, LGA Liberal Democrats Group



**Councillor Marianne Overton MBE**  
Leader, LGA independent Group



## Purpose

The purpose of this Code of Conduct is to assist councillors in modelling the behaviour that is expected of them, to provide a personal check and balance, and to set out the type of conduct against which appropriate action may be taken. It is also to protect yourself, the public, fellow councillors, council officers and the reputation of local government. It sets out the conduct expected of all members and a minimum set of obligations relating to conduct. The overarching aim is to create and maintain public confidence in the role of member and local government.

## Application of the Code

The Code of Conduct applies to you when you are acting [or claiming or giving the impression that you are acting]<sup>1</sup> in [public or in]<sup>2</sup> your capacity as a member or representative of your council, although you are expected to uphold high standards of conduct and show leadership at all times. The Code applies to all forms of member communication and interaction, including written, verbal, non-verbal, electronic and via social media, [including where you could be deemed to be representing your council or if there are potential implications for the council's reputation.] Model conduct and expectations is for guidance only, whereas the specific obligations set out instances where action will be taken.

## The seven principles of public life

Everyone in public office at all levels – ministers, civil servants, members, council officers – all who serve the public or deliver public services should uphold the seven principles of public life. This Code has been developed in line with these seven principles of public life, which are set out in appendix A.

## Model member conduct

In accordance with the public trust placed in me, on all occasions I will:

- act with integrity and honesty
- act lawfully
- treat all persons with civility; and
- lead by example and act in a way that secures public confidence in the office of councillor

In undertaking my role, I will:

- impartially exercise my responsibilities in the interests of the local community
- not improperly seek to confer an advantage, or disadvantage, on any person
- avoid conflicts of interest
- exercise reasonable care and diligence; and
- ensure that public resources are used prudently and in the public interest

## Specific obligations of general conduct

This section sets out the minimum requirements of member conduct. Guidance is included to help explain the reasons for the obligations and how they should be followed. These obligations must be observed in all situations where you act [or claim or give the impression that you are acting] as a councillor [or in public], including representing your council on official business and when using social media.

**As a councillor I commit to:**

## Civility

- 1. Treating other councillors and members of the public with civility.**
- 2. Treating council employees, employees and representatives of partner organisations and those volunteering for the councils with civility and respecting the role that they play.**

Civility means politeness and courtesy in behaviour, speech, and in the written word. Debate and having different views are all part of a healthy democracy. As a councillor you can express, challenge, criticise and disagree with views, ideas, opinions and policies in a civil manner. You should not subject individuals, groups of people or organisations to unreasonable or excessive personal attack.

In your contact with the public you should treat them courteously. Rude and offensive behaviour lowers the public's expectations and confidence in its elected representatives.

In return you have a right to expect courtesy from the public. If members of the public are being abusive, threatening or intimidatory you are entitled to close down any conversation in person or online, refer them to the council, any social media provider or if necessary, the police. This also applies to members, where action could then be taken under the Member Code of Conduct.

## Bullying and harassment

- 3. Not bullying or harassing any person.**

Bullying may be characterised as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. The bullying might be a regular pattern of behaviour or a one-off incident, happen face-to-face, on social media, in emails or phone calls, happen in the workplace or at work social events and not always be obvious or noticed by others.

The Equality Act 2010 defines harassment as 'unwanted conduct related to a relevant protected characteristic, which has the purpose or effect of violating an individual's dignity or creating an intimidating, hostile, degrading, humiliating or offensive environment for that individual'. The relevant protected characteristics are age, disability, gender reassignment, race, religion or belief, sex, and sexual orientation.

## Impartiality of officers of the council

- 4. Not compromising, or attempting to compromise, the impartiality of anyone who works for, or on behalf of, the council.**

Officers work for the council as a whole and must be politically neutral (unless they are political assistants). They should not be coerced or persuaded to act in a way that would undermine their neutrality. Although you can question officers in order to understand, for example, their reasons for proposing to act in a particular way, or the content of a report that they have written, you must not try and force them to act differently, change their advice, or alter the content of that report, if doing so would prejudice their professional integrity.

## Confidentiality and access to information

- 5. Not disclosing information given to me in confidence or disclosing information acquired by me which I believe is of a confidential nature, unless I have received the consent of a person authorised to give it or I am required by law to do so.**
- 6. Not preventing anyone getting information that they are entitled to by law.**

Local authorities must work openly and transparently, and their proceedings and



printed materials are open to the public except in certain circumstances. You should work on this basis but there will be times when it is required by law that discussions, documents and other information relating to or held by the council are treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

## Disrepute

### **7. Not bringing my role or council into disrepute.**

Behaviour that is considered dishonest and/or deceitful can bring your council into disrepute. As a member you have been entrusted to make decisions on behalf of your community and your actions and behaviour are subject to greater scrutiny than that of ordinary members of the public. You should be aware that your actions might have an adverse impact on other councillors and/or your council.

## Your position

### **8. Not using, or attempting to use, my position improperly to the advantage or disadvantage of myself or anyone else.**

Your position as a member of the council provides you with certain opportunities, responsibilities and privileges. However, you should not take advantage of these opportunities to further private interests.

## Use of council resources and facilities

### **9. Not misusing council resources.**

You may be provided with resources and facilities by the council to assist you in carrying out your duties as a councillor. Examples include office support, stationery and equipment such as phones, and computers and transport. These are given

to you to help you carry out your role as a councillor more effectively and not to benefit you personally.

## Interests

### **10. Registering and declaring my interests.**

You need to register your interests so that the public, council employees and fellow members know which of your interests might give rise to a conflict of interest. The register is a document that can be consulted when (or before) an issue arises, and so allows others to know what interests you have, and whether they might give rise to a possible conflict of interest. The register also protects you. You are responsible for deciding whether or not you should declare an interest in a meeting, but it can be helpful for you to know early on if others think that a potential conflict might arise.

It is also important that the public know about any interest that might have to be declared by you or other members, so that decision making is seen by the public as open and honest. This helps to ensure that public confidence in the integrity of local governance is maintained. Discuss the registering and declaration of interests with your Monitoring Officer/Town or Parish Clerk and more detail is set out in appendix B.

## Gifts and hospitality

### **11. Not accepting significant gifts or hospitality from persons seeking to acquire, develop or do business with the council or from persons who may apply to the council for any permission, licence or other significant advantage.**

### **12. Registering with the monitoring officer any gift or hospitality with an estimated value of at least £25 within 28 days of its receipt.**

You should exercise caution in accepting any gifts or hospitality which are (or which you reasonably believe to be) offered to you

because you are a member. However, you do not need to register gifts and hospitality which are not related to your role as a member, such as Christmas gifts from your friends and family, or gifts which you do not accept. However, you may wish to notify your monitoring officer of any significant gifts you are offered but refuse which you think may have been offered to influence you.

Note – items in square brackets [x] refer to recommendations made by the Committee on Standards in Public Life and may be part of a future Government consultation. This includes possible future sanctions and appeals processes.

## Breaches of the Code of Conduct

Most councillors conduct themselves appropriately and in accordance with these standards. Members have both individual and collective responsibility to maintain these standards, support expected behaviour and challenge behaviour which falls below expectations.

Section 27 of the Localism Act 2011 requires relevant authorities to promote and maintain high standards of conduct by members and co-opted members of the authority. Each local authority must publish a code of conduct, and it must cover the registration of pecuniary interests, the role of an 'independent person', and sanctions to be imposed on any councillors who breach the Code.

The 2011 Act also requires local authorities to have mechanisms in place to investigate allegations that a member has not complied with the Code of Conduct, and arrangements under which decisions on allegation may be made.

Failure to comply with the requirements to register or declare disclosable pecuniary interests is a criminal offence. Taking part in a meeting or voting, when prevented from doing so by a conflict caused by disclosable pecuniary interests, is also a criminal offence.

Political parties may have its own internal standards and resolution procedures in addition to the Member Code of Conduct that members should be aware of.



# Example

## LGA guidance and recommendations

### Internal resolution procedure

Councils must have in place an internal resolution procedure to address conduct that is in breach of the Member Code of Conduct. The internal resolution process should make it clear how allegations of breaches of the Code of Conduct are to be handled, including the role of an Independent Person, the appeals process and can also include a local standards committee. The internal resolution procedure should be proportionate, allow for members to appeal allegations and decisions, and allow for an escalating scale of intervention. The procedure should be voted on by the council as a whole.

In the case of a non-criminal breach of the Code, the following escalating approach can be undertaken.

If the breach is confirmed and of a serious nature, action can be automatically escalated.

1. an informal discussion with the monitoring officer or appropriate senior officer
2. an informal opportunity to speak with the affected party/ies
3. a written apology
4. mediation
5. peer support
6. requirement to attend relevant training
7. where of a serious nature, a bar on chairing advisory or special committees for up to two months
8. where of a serious nature, a bar on attending committees for up to two months.

Where serious misconduct affects an employee, a member may be barred from contact with that individual; or if it relates to a specific responsibility of the council, barred from participating in decisions or information relating to that responsibility.

## Endnotes

1. CSPL recommend that “Section 27(2) of the Localism Act 2011 should be amended to state that a local authority’s code of conduct applies to a member when they claim to act, or give the impression they are acting, in their capacity as a member or as a representative of the local authority”.
2. CSPL recommend that “councillors should be presumed to be acting in an official capacity in their public conduct, including statements on publicly accessible social media. Section 27(2) of the Localism Act 2011 should be amended to permit local authorities to presume so when deciding upon code of conduct breaches.”
3. Subject to footnotes 1 and 2 above
4. See CSPL website for further details [www.gov.uk/government/news/the-principles-of-public-life-25-years](http://www.gov.uk/government/news/the-principles-of-public-life-25-years)
5. ACAS’s definition of bullying

# Appendices

## Code Appendix A

The principles are :

### **Selflessness**

Holders of public office should act solely in terms of the public interest.

### **Integrity**

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

### **Objectivity**

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

### **Accountability**

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

### **Openness**

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

### **Honesty**

Holders of public office should be truthful.

### **Leadership**

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.

## Code Appendix B

### **Registering interests**

1. Within 28 days of this Code of Conduct being adopted by the council or your election or appointment to office (where that is later) you must register with the Monitoring Officer the interests which fall within the categories set out in Table 1 (Disclosable Pecuniary Interests) and Table 2 (Other Registerable Interests).
2. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest in Table 1 or 2, or of any change to a registered interest, notify the Monitoring Officer.

### **Declaring interests**

3. Where a matter arises at a meeting which directly relates to an interest in Table 1, you must declare the interest, not participate in any discussion or vote on the matter and must not remain in the room unless granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.
4. Where a matter arises at a meeting which directly relates to an interest in Table 2, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.



5. Where a matter arises at a meeting which directly relates to your financial interest or well-being (and is not a Disclosable Pecuniary Interest) or a financial interest or well-being of a relative or close associate, you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.
6. Where a matter arises at a meeting which affects –
  - a. your own financial interest or well-being;
  - b. a financial interest or well-being of a friend, relative, close associate; or
  - c. a body covered by table 1 below

you must disclose the interest.

7. Where the matter affects the financial interest or well-being to a greater extent than it affects the financial interests of the majority of inhabitants of the ward affected by the decision and a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest you must declare the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting but otherwise must not take part in any discussion or vote on the matter and must not remain in the room unless you have been granted a dispensation. If it is a 'sensitive interest', you do not have to declare the nature of the interest.

**Table 1: Disclosable Pecuniary Interests**

Subject	Description
<b>Employment, office, trade, profession or vocation</b>	Any employment, office, trade, profession or vocation carried on for profit or gain. [Any unpaid directorship.]
<b>Sponsorship</b>	Any payment or provision of any other financial benefit (other than from the council) made to the councillor during the previous 12-month period for expenses incurred by him/her in carrying out his/her duties as a councillor, or towards his/her election expenses.  This includes any payment or financial benefit from a trade union within the meaning of the <b>Trade Union and Labour Relations (Consolidation) Act 1992</b> .
<b>Contracts</b>	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the councillor 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.
<b>Land and Property</b>	Any beneficial interest in land 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 councillor or his/her spouse or civil partner or the person with whom the councillor is living as if they were spouses/civil partners (alone or jointly with another) a right to occupy or to receive income.
<b>Licences</b>	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer.
<b>Corporate tenancies</b>	Any tenancy where (to the councillor's knowledge)— (a) the landlord is the council; and (b) the tenant is a body that the councillor, or his/her spouse or civil partner or the person with whom the councillor 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.
<b>Securities</b>	Any beneficial interest in securities* of a body where— (a) that body (to the councillor'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 councillor, or his/her spouse or civil partner or the person with whom the councillor 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.

**Table 2: Other Registerable Interests**

Any Body of which you are a member or in a position of general control or management and to which you are appointed or nominated by the council;	
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 you are a member or in a position of general control or management.	



the 1990s, the number of people with a mental health problem has increased by 50% (Mental Health Foundation 1999). The prevalence of mental health problems has increased in all age groups, but the increase has been most marked in the young (Mental Health Foundation 1999).

There is a growing awareness of the need to address the mental health needs of young people (Mental Health Foundation 1999). The National Health Service (NHS) has a responsibility to provide services for young people with mental health problems, but the current NHS budget cuts have led to a reduction in the number of mental health services available to young people (Mental Health Foundation 1999).

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**Local Government Association**

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For a copy in Braille, larger print or audio,  
please contact us on 020 7664 3000.  
We consider requests on an individual basis.

REF 11.197

## Clerk

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**From:** Claire, Project Coordinator @ COPSE ·  
**Sent:** 08 July 2020 18:05  
**To:** clerk@alfoldparishcouncil.co.uk; bramleyparish@gmail.com; busbridgepc@gmail.com; clerk@chiddingfold-pc.gov.uk; churt\_pc@btinternet.com; Clerk; dockenfieldclerk@hotmail.co.uk; dunsfoldparishclerk@btinternet.com; elsteadpc.clerk@gmail.com; clerk@ewhurstellensgreen-pc.gov.uk; clerk@frensham-pc.gov.uk; clerkofhpc@outlook.com; clerk@hascombeparishcouncil.co.uk; peperharowclerk@gmail.com; thursley\_pc@btinternet.com; clerk@tilford-pc.gov.uk; clerk@witley-pc.gov.uk; clerk@wonershparish.org; office@godalming-tc.gov.uk  
**Cc:** Steve Williams; Shirley Wardell; Jo Purvis  
**Subject:** 1.2m trees planted by 2030, pledges Surrey County Council? Could your parish play its part by planting a Community Orchard? Already have one? We'd love to hear more.....  
**Attachments:** WBC-Parish-Orchard-Survey-FINALV1.pdf



Dear Parish Clerk

Community Orchard Project South East (COPSE) is conducting a survey of Parish Council land across Surrey, in partnership with Surrey County Council, the People's Trust for Endangered Species (PTES) and Community Foundation for Surrey. The purpose of the survey is to determine how many Community Orchards are present within Parishes across the Borough, how many Parish Councils may be interested in planting a Community Orchard, and to gather information for the [PTES data-base](#). The data collected will contribute to the planning and implementation of Surrey County Council's Tree Strategy target of planting 1.2 million trees by 2030.

**This survey is designed for the Parish Clerk or a Parish Environmental Working Group to complete and return to COPSE for analysis.** We would like to invite you to spend a little time reading through and completing it, and also ask that you share the information with your councillors and other community stakeholders. A report will be provided to all interested participants, summarising the results.

There are 10 questions in total, which follow within this document (or see attached PDF).

Please read them and gather any information you require to respond.

There is a SurveyMonkey link which will take you to the automated form in which you can add your responses.

### What is an Orchard?

An orchard is simply defined as five or more fruit or nut-bearing trees or shrubs. They may be found in a wide variety of configurations: within meadows, community areas fronting or within housing estates, border trees around public parks or





grown within an allotment setting. Community Orchards are fruit or nut orchards accessible to the local community. They may be maintained by the Parish Council or other local community groups.

Orchards **make a significant contribution** to biodiversity and have historic, cultural and genetic importance. As well as providing a source of food, orchards can help build community resilience by providing a place for individual quiet reflection, an outdoor classroom or community celebration such as a [Wassail](#), an Apple Day or a Food Fair.

## Orchards for Communities

A well-placed orchard can be transformative for your community. Community orchards have the following benefits:

-  Providing a focus for community events, activities and training.
-  Being a vehicle for social cohesion ~ working groups, events and food sharing.
-  Providing a community resource ~ a place for quiet reflection and casual recreation.
-  Being a source of locally-grown, seasonal fresh fruit.
-  Creating traditional orchards for wildlife and increasing biodiversity.
-  Planting trees for Carbon Capture.

## Community Orchard Questionnaire

This survey is designed for the Parish Clerk or a Parish Environmental Working Group to complete and return to COPSE for analysis. A report will be provided to all interested participants, summarising the results.

Please read through the questions and gather the information, then respond via the [SurveyMonkey link at the foot of this page](#).

1. Does the Parish Council own or lease any land that supports a Community Orchard?

YES/NO/Comments

2. Please provide more information on the size and type of land supporting the orchard, approximate number of fruit/nut trees, species of fruit/nut (if known), year when planted (if known) and location (grid reference or postcode).

.....

3. If the Parish has an Orchard is it actively managed?

YES/NO/Comments

4. If yes, please could you provide the contact details of the Community Group, Council member or Company involved with managing the Orchard:

.....

5. Does the Parish Council own or lease any land where they consider that a Community Orchard could be planted?

YES/NO/Comments

6. If yes, please provide details on the location, size of land parcel, ownership of the land and describe the current condition of the land:

.....

7. If the Council does not currently have a Community Orchard, is the Council interested in providing the Community with an Orchard on Parish or other publicly accessible land?

YES/NO/Comments

8. Please provide the contact details of the appropriate Council member or Officer to contact for discussing the scope of a Community Orchard for the Parish:

9. Community Orchard Project South East can provide a short presentation on Community Orchards to Council and/or to other community groups, which will include information relevant to your local area, for a cost of £65 (£30 for an online presentation via Zoom). **Would this be of interest?**

YES/NO/Comments

10. If you would like to learn more about orchards and the benefits they bring to your community, be kept informed of our community engagement projects and receive our bi-monthly newsletter, please provide an email address below. You can unsubscribe at any time.

@.....

Here is the link to the Survey Monkey form:  
<https://www.surveymonkey.co.uk/r/3WRNXSB>

GDPR Statement: We will never pass on your personal information to any other organisation. We will keep your survey responses in accordance with the General Data Protection Regulation but you can also contact us at any time if you do not wish us to store your survey responses.

If you have any questions please contact:

Claire Matthes, Project Co-ordinator.

|

Gareth Matthes, Ecologist.

Website: <https://copseorchardproject.weebly.com>

Instagram: [https://www.instagram.com/cop\\_southeast/](https://www.instagram.com/cop_southeast/)

#### Who we are

COPSE is a Community Interest Company (CIC) based in Haslemere, Surrey. We are specialists in ecology, community engagement and orchards. Our directors are: Gareth Matthes (BSc MSc MCIEEM), Claire Matthes (BA Hons, DipHE, EYTS), Andrew Rothwell (BSc Hons) and Susan Ryland (PhD, MA, BA Hons, PGCE).



*Working with Surrey County Council to help deliver the 1.2m new trees target by 2030.*

Waverley Borough Parishes

# Orchard Questionnaire





# Waverley Borough Parishes Orchard Questionnaire

## Introduction

Community Orchard Project South East (COPSE), is conducting a survey of Parish Council land across Surrey, in partnership with Surrey County Council, the People's Trust for Endangered Species (PTES) and Community Foundation for Surrey. The purpose of the survey is to determine how many Community Orchards are present within Parishes across the Borough, how many Parish Councils may be interested in planting a Community Orchard and to collect information for the [PTES](#) data-base. The data collected will contribute to the planning and implementation of Surrey County Council's Tree Strategy target of planting of 1.2 million trees by 2030.



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## The Questionnaire

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## Community Orchard Questionnaire

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YES/NO/Comments

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Website: <https://copseorchardproject.weebly.com>

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*Working with Surrey County Council to help deliver the 1.2m new trees target by 2030.*

## Clerk

---

**From:** Jennifer Sutton <Jennifer.Sutton@waverley.gov.uk>  
**Sent:** 07 July 2020 12:22  
**Subject:** Waverley Borough Council Sustainability Strategy and Climate Emergency Action Plan - your views please

### Waverley Borough Council Sustainability Strategy and Climate Emergency Action Plan

You will be aware that Waverley Borough Council, like many of the towns and parishes across the borough, our neighbouring boroughs and Surrey County Council, has declared a climate emergency. We are aiming to reduce our net carbon footprint to zero by 2030 and believe that time is running out to stop the devastating effects of climate change.

You can find the link to our draft Climate Change & Sustainability Strategy and Climate Emergency Action Plan on the main page of the Waverley Borough Council website or by clicking on the link below:

[https://www.waverley.gov.uk/info/200287/council\\_policies\\_and\\_strategies/2191/climate\\_change\\_strategy\\_and\\_action\\_plan](https://www.waverley.gov.uk/info/200287/council_policies_and_strategies/2191/climate_change_strategy_and_action_plan)

After a pause in our activities as a result of the need to respond to the Covid emergency, we are now planning to launch a residents' survey, but in the interim, we are keen to secure the views of our towns and parishes and, in particular to understand any links to your own climate emergency action plan and/or strategies to reduce your carbon footprint.

If you have any comments on either of the documents, you can e-mail them to [sustainability@waverley.gov.uk](mailto:sustainability@waverley.gov.uk). If you or any of your councillors would like to discuss the strategy or the plan or if you would like me to be present online at any of your meetings, please don't hesitate to either e-mail [sustainability@waverley.gov.uk](mailto:sustainability@waverley.gov.uk) or get in touch with me directly.

Best wishes

Steve

Steve Williams  
Portfolio Holder for Environment & Sustainability  
Waverley Borough Council

#stayathomesavelives

Our services are under pressure due to the current Coronavirus challenge. We have temporarily strengthened our teams to refocus resources to prioritise the immediate health, wellbeing and safety of local residents – especially the vulnerable.

For more information visit: [www.waverley.gov.uk/coronavirus](http://www.waverley.gov.uk/coronavirus) / [www.gov.uk/coronavirus](http://www.gov.uk/coronavirus)

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Please visit our website at <http://www.waverley.gov.uk>

## **Bullet Camera Installation on a Building**

Springboard is the leading provider of performance monitoring for retail locations. Primarily using the two key metrics of footfall and sales analysis we offer unrivalled intelligence into the performance of downtowns, shopping malls, outlet malls and property across the US, UK and central Europe.

The strength and breadth of our services has led to strong collaborations with key industry bodies such as the IDA, BCSC, BRC and ATCM and widespread take up of our indices and opinion by the media.



# **Springboard's technology and installation**

## **The Technology**

Springboard's technology monitors pedestrians and vehicles in any type of environment, continuously 24 hours a day, 7 days a week.

Our counting device is mounted to the building, lighting or CCTV column, a virtual zone is defined and pedestrians and cars that travel through the zone are counted. Visitor numbers are recorded using the very latest counting software target specific tracking, which is based on movement. At no time are images recorded with counts recorded as a digit and stored in a CSV file. Data is uploaded every hour to an internet server where it is permanently stored and audited on a daily basis before being released.

## **Installation**

Our engineers will work with you to install at a time that limits any disruption to nearby trade, including out of hours. Risk assessments, method statements and insurance documents will be issued prior to any installation taking place. Where needed Springboard will apply for permits to work on the highway with the relevant authority.

## **Conservation and listed buildings**

Springboard have experience with working in areas of conservation and with listed buildings and are sensitive to installation in these areas. We will work with the Local Authority conservation officer to seek any relevant permissions and consents needed.

## **Planning permission**

Our devices do not require planning permission.

## **Device vital statistics**

Height	270 mm
Width	270 mm
Depth	175 mm
Weight	6.71 Kg

## Bullet Camera

### Pedestrian counting technology



#### Benefits

In recognition of your support in hosting the footfall counting equipment, we are pleased to give you access to 24 hour footfall data outside your store completely free of charge (with client permission). This supports you in a number of ways:

- Identifying whether your sales are in line with trends in footfall in the street
- Supporting your key performance indicators set by head office
- Understanding the success of marketing and events in the town/city centre in increasing footfall
- Identifying the uplift in your sales when marketing and events take place in the town/city centre
- Establishing whether the number of customers entering the store is line with footfall in the street, or whether the store is attracting a greater proportion of footfall
- Providing data required by head office to evaluate decisions as to whether they should invest in the store
- Identifying how the town/city is performing by comparing is in line or better than other towns by benchmarking footfall against national and regional averages and similar towns
- Supporting the BID/TCM in determining which activities are most beneficial to the town centre
- Increases or decreases in footfall are in line with general trends
- Helping practitioners monitor performance and improve the location

#### Data protection

Our technology does not record or store any images therefore not subject to any data protection legislation.

#### Mounting

The unit will be attached to the building using 4 x M10 coach screws. Each screw is capable of holding a tonne of weight.

#### Electrical power

TST	12v 0.26amp
Camera	12v 0.35amp 4.2w
Modem	12v 0.52amp 4.8w

The system requires 230v 3amp supply. A cable will be fed from the counter to the nearest electrical supply for permanent connection at the property.

The device uses approximately £12.00 of electricity a year which we can compensate by way of a cheque each year the device is mounted to the property.

#### Internet connection

Using 3G the system will be supplied with a publically assigned FIXED IP address with an inclusive data package of 5gb per month.



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Buckinghamshire  
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UK 00 44 845 359 2835  
US 00 1 646 453 7675

Milton Keynes San Diego Boston

**SB.**



## **SB3500L**

### **Installation on a Building**

Springboard is the leading provider of data and intelligence on customer activity in stores and destinations. From customer counting and demographic profiling through to sentiment tracking, our services monitor customer behaviour at the finest level of detail. We work with brands, malls, property owners, town centres and industry associations across the UK, Europe and North America.

We are renowned for our data accuracy, innovative technology and tailored solutions. We can utilise existing CCTV hardware, removing the need for costly and lengthy implementation. Alternatively, we can install our own proprietary hardware. And our tailored reports deliver clear insights that enable clients to act with speed and confidence.





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## **Planning permission**

Our devices do not require planning permission.

## **Device vital statistics**

Height	113 mm
Width	150 mm
Weight	1,100 grams

## **SB3500L**

### **Pedestrian counting technology**



#### **Benefits**

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#### **Data protection**

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#### **Mounting**

The unit will be attached to the building using 4 x M10 coach screws. Each screw is capable of holding a tonne of weight.

#### **Electrical power**

The system requires 230v 3amp supply, in the form of a dedicated fused spur or an electrical receptacle. We can connect into existing electrical supplies.

A cable will be fed from the counter to the nearest electrical supply for permanent connection at the property.

The device uses approximately £12.00 of electricity a year which we can compensate by way of a cheque each year the device is mounted to the property.

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