

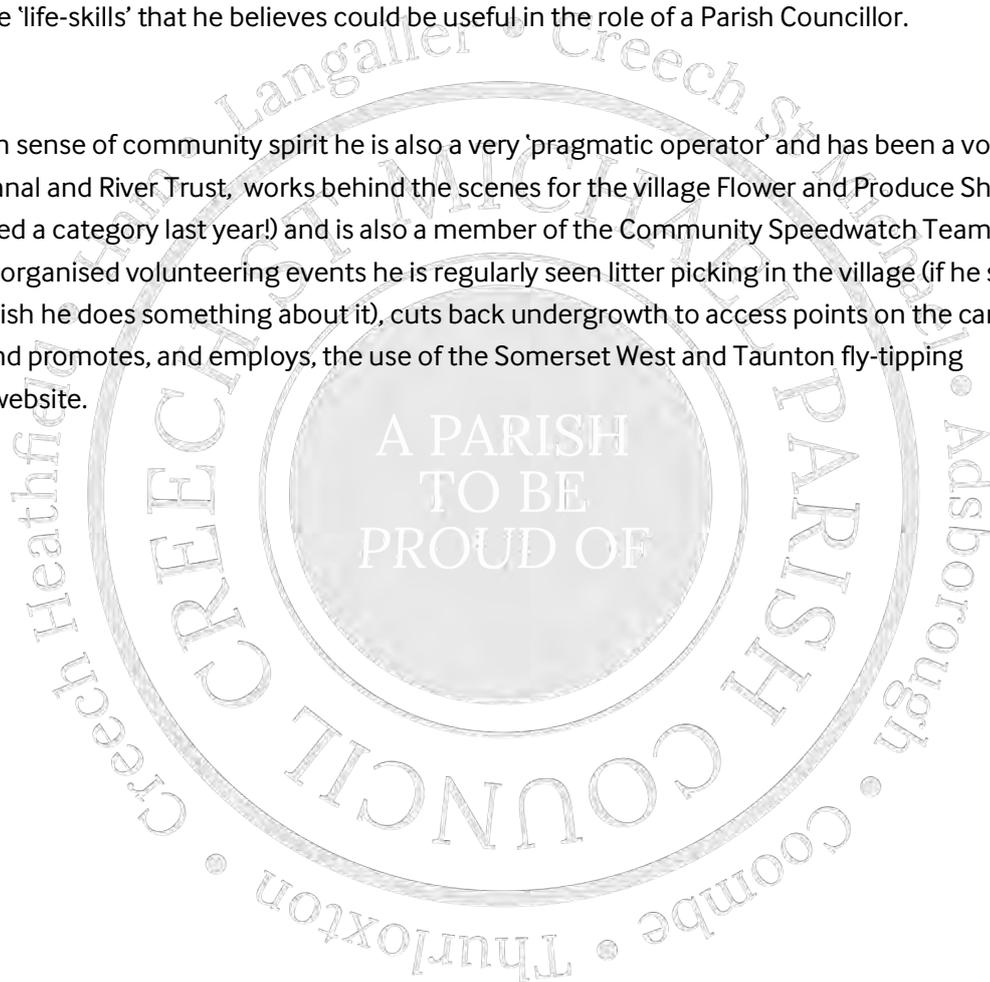
Item 6.

Vacant Parish Council Seat

Martyn Williams

Martyn Willis has been a resident of Creech St Michael since June 2012 settling in the village after a 37-year career in the Royal Navy. In 2013 he established his own management consultancy business that involved working across a number of roles in both the public and private sectors and included a short spell with Somerset County Council. Very recently (Apr 2024) he made the decision to take some extended 'time out' of employment and focus in on some projects that have yet to be completed at home! His military and consultancy experience has provided him with some very employable 'life-skills' that he believes could be useful in the role of a Parish Councillor.

With a keen sense of community spirit he is also a very 'pragmatic operator' and has been a volunteer with the Canal and River Trust, works behind the scenes for the village Flower and Produce Show (even judged a category last year!) and is also a member of the Community Speedwatch Team. Outside of organised volunteering events he is regularly seen litter picking in the village (if he sees some rubbish he does something about it), cuts back undergrowth to access points on the canal towpath and promotes, and employs, the use of the Somerset West and Taunton fly-tipping reporting website.



CREECH ST MICHAEL PARISH COUNCIL

Draft Minutes for the Meeting of Crech St Michael Parish Council held at
Crech St Michael Village Hall on **Monday 3 June 2024 at 7.00pm**

Councillor Attendance

Cllr. Annabelle Peters – Chair	AP	Present	Cllr, Neil Davidson – Vice Chair	ND	Present
Cllr. Adrian Birch	AB	Present	Cllr. Charlie Cudlip	CC	Present
Cllr. Corinne Giles	CG	Present	Cllr. Stephen Greenhalgh	SG	Present
Cllr. David Griffin	DG	Present	Cllr. Barbara Williams	BW	Present
Cllr. Paul Tucker	PT	Present	Cllr Kieran Roe MBE	KR	Present

Also Present: Cllr. David Fothergill (Somerset Council), eight (8) members of the public and Andrew Williams, Crech St Michael Parish Clerk and Responsible Financial Officer.

Meeting started at 7.00pm

1.0	Chair's welcome
	AP welcomed everyone to the meeting and invited members of the public to speak on any matters they felt the Parish Council needed to be aware of.
2.0	Public Question time - Questions asked by the Public and Press will be noted.
	A resident hoped to be able to provide support of his group to the Tug of War event and provide a catering facility to the event. This was yet to be confirmed, but the resident hoped he could finalise arrangements soon. The offer was welcomed by everyone.
3.0	To receive Somerset Council Councillors' Reports
	<p>Cllr. David Fothergill provided an update on the following topics.</p> <p>Voluntary redundancies update: In total 201 applications for voluntary redundancy have been accepted by Somerset Council.</p> <p>Compulsory redundancies update: The Council has launched a 45-day consultation on restructuring which could lead to a significant reduction in Executive and Service Directors.</p> <p>General Election Voter Registration: For residents who have recently turned 18 or just moved home, it is important to act to ensure that they are registered to vote in the General Election. The deadline to register is midnight on Tuesday 18 June.</p> <p>Safe disposal of small gas canisters: Due to the increasing number of gas canisters being put out with recycling, crews have had to manually check recycling ahead of the automated sorting process to avoid fires. This year alone, more than 1,000 gas canisters fires have been avoided.</p> <p>Call for sites to offset future developments: Somerset Council is seeking submissions of land for the potential delivery of phosphate mitigation schemes and Biodiversity Net Gain to support the delivery of new development in Somerset.</p>

	<p>School Streets Trial: A trial aiming to reduce issues with parking and congestion around the schools and encourage more sustainable travel is starting with Otterhampton Primary school in Combwich, Bridgwater on 3 June.</p> <p>Road surface dressing: Somerset Council's new partner Kiely Bros are launching a programme of road repairs across the County's network this month. Kiely were awarded a four-year contract from 1 April to carry out a wide range of services, including surface dressing and will be introducing a new piece of machinery known as the Multipatcher, which is a vehicle that can carry out small scale surface dressing works, but also repair a range of other defects.</p> <p>Volunteer to help Home Library Service Users: Volunteers are needed across Somerset to help keep a vital library lifeline thriving. The Home Library Service (HLS) is looking for people who can lead teams of volunteers in Bridgwater, Wellington, Yeovil, Frome, Chard and Crewkerne.</p> <p>Highways Fine for Nextfibre Networks: Broadband provider Nextfibre Networks Ltd has received fines and charges totalling more than £11k after pleading guilty to two offences in Somerset which magistrates said posed a danger to pedestrians.</p>				
4.0	Apologies for absence				
	4.1 To receive any apologies for absence. None.				
	4.2 To approve any apologies for absence. [M] None.				
5.0	Declarations of Interests				
	5.1 Declarations of Individual Members				
	None.				
	5.2 Dispensation Request				
	None.				
6.0	<p>Parish Council Vacancy</p> <p>There is a vacancy for the role of Parish Councillor. Anyone interested in becoming a Councillor is asked to contact the Clerk and RFO prior to 3 June 2024 and to attend the June meeting.</p> <p>There were no candidates.</p>				
7.0	<p>Village Agent – a presentation from Tina Talbot of Somerset Village & Community Agents.</p> <p>The Village Agent was not present at the meeting and will be invited to attend the next Parish Council meeting.</p>				
8.0	Minutes				
	<p>To Review and Approve the minutes of the Annual Meeting held on Monday 13 May 2024. [M]</p> <p>PT noted that the date at the start of the draft minutes should read May and not April. The Clerk and RFO confirmed that this had been corrected.</p> <p>The minutes were approved and a copy was signed by the Chair.</p>				
	Prop:AP	Sec:PT	In Favour:9	Against:0	Abstain:1
9.0	<p>Review and Monitor the Actions Outstanding from Past Meetings – See Appendix A for details of action points and progress toward the completion of each action.</p> <p>The Clerk and RFO provided an update on outstanding actions, including those that were now complete.</p>				

10.0	Planning Applications – to Consider and Make Recommendations to be passed to the relevant authority on the following Planning Applications (links to the relevant application are available via the planning reference). [M]				
	<u>14/24/0017</u> Replacement of single garage with the erection of a double garage at The Cottage, Worthy Lane, Creech St Michael (resubmission of 14/24/0006) [M] It was proposed and agreed that no objection would be raised to this application.				
	Prop:PT	Sec:KR	In Favour:10	Against:0	Abstain:0
	<u>14/24/0018/CQ</u> Prior approval for proposed change of use from agricultural building to 1 No. dwelling house (Class C3) and associated building operations at Brickyard Farm, Bull Street, Creech St Michael. [M] It was proposed and agreed that no objection would be raised to this application.				
	Prop:SG	Sec:KR	In Favour:10	Against:0	Abstain:0
	<u>14/24/0012</u> Erection of a single storey extension to the rear of 6 Heathfield Close, Creech St Michael. [M] It was noted that a decision on this application had already been issued by the planning Authority and as a result no proposal was made.				
	<u>14/23/0044</u> Proposal to withdraw the Parish Council’s objection to the withdrawal of the proposed planted orchard in light of the Parish Council’s decision to not oppose planning application 48/24/0008 for the installation of solar panels. [M] The proposal to withdraw the Parish Councils objection was approved.				
	Prop:KR	Sec:CG	In Favour:9	Against:0	Abstain:1
	Items for Decision				
11.0	Internal Audit Report – to receive and note the Annual Internal Audit Report. The report was reviewed and the auditors comment that the Parish Council had “continued to improve its governance during 2023/24” was noted.				
12.0	Annual Governance Statement – to receive and approve the Annual Governance Statement. [M] The Annual Governance Statement was considered and approved.				
	Prop:CC	Sec:AP	In Favour:10	Against:0	Abstain:0
13.0	Accounting Statements – to receive and approve the Accounting Statements for the year ending 31 March 2024. [M] The Accounting Statements was reviewed and approved.				
	Prop:AP	Sec:CC	In Favour:10	Against:0	Abstain:0
14.0	Risk Register – to consider updates to the Parish Council’s Risk Register. [M] The additional risk that had been identified relating to the impact of potential changes to the Community Infrastructure Levy (CIL) was considered and approved and the register was reviewed and approved.				

	Prop:AP	Sec:SG	In Favour:10	Against:0	Abstain:0
15.0	<p>Purchase and Installation of CCTV – to consider options for and approve the installation of CCTV at the Rec. Park. [M]</p> <p>The quotation provided by Rotor Pixel Technologies Limited was considered alongside the proposal to purchase equipment direct and undertake installation by using volunteers. DG expressed concern that by not using a contractor the Parish Council would have limited recourse should there be an issue in the future with this important equipment. AB felt that this should not be a concern.</p> <p>All agreed that it was important that the CCTV policy was robust and thorough and that it was properly implemented.</p> <p>It was proposed and agreed that the Parish Council would purchase the equipment direct from a supplier and undertake the installation via volunteers.</p>				
	Prop:PT	Sec:AP	In Favour:10	Against:0	Abstain:0
16.0	<p>Tug of War Event – to review and approve risk assessments for the tug of war activity and the wider event. [M]</p> <p>It was noted that there were a number of omissions from the risk assessments and that these would need to be updated and amended prior to approval. A decision to approve these documents was deferred until a later date.,</p>				
17.0	<p>Finance – to review and approve the Financial Transaction Report. [M]</p> <p>The Financial Transaction report was approved. See Appendix B for a list of all payments. The Chair signed a copy of the report for the records.</p>				
	Prop:AP	Sec:ND	In Favour:10	Against:0	Abstain:0
Updates from Committees, Panels and Working Groups					
18.0	<p>Finance Committee</p> <p>18.1 Summary of budget year to date.</p> <p>DG confirmed that at this early stage in the year there were no areas of concern.</p>				
19.0	<p>Traffic Panel</p> <p>No update.</p>				
20.0	<p>Canal Panel</p> <p>The locking and unlocking of the car park gate continued.</p>				
21.0	<p>Party in the Park Working Group</p> <p>No update.</p>				
22.0	<p>Events</p> <p>No further update.</p>				
23.0	<p>Footpaths</p> <p>The Clerk and RFO provided an update on the concerns raised by a resident about the rerouting of Footpath T10/30. The clerk and RFO also shared that a complaint had been submitted to Planning Enforcement as building had appeared at the start of the footpath.</p> <p>DG raised his concern about the conditions of footpath T10/6 and asked that the overgrown vegetation be addressed. SG raised similar concerns about footpath T10/9 and T10/14. The</p>				

	Clerk and RFO to follow up with the Footpath's Officer to see if the volunteer strimmer can address the issues.
	Other Matters
24.0	Correspondence
	24.1 To consider any correspondence received that Councillors wish to raise that has already been circulated. None.
	24.2 To note items of correspondence received by the Clerk and RFO deemed appropriate to be brought to the attention of the Parish council. The Somerset Council Chairs Community Awards nomination was noted.
25.0	New Matters to be Carried Forward
	None.

The meeting ended at 8.16pm

[V] = Where a resolution (vote) is expected

Andrew Williams, CSM PC, Clerk and RFO, 07708 680797, email clerk@creechstmichael.net

The next Creech St Michael (CSM) Parish Council meetings are on:

1 July 2024

A PARISH
TO BE
PROUD OF

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

Date of Original Meeting Action Raised	Minute Ref.	Action Point	Responsibility & Timeframe	Date Completed	Outcome/Further Actions	Complete
13.05.2024	15.0	Hold discussions with Ruishton Rhinos Football Club to seek their support for maintaining the grass pitch.	Clerk and RFO 03.06.2024		26.05.2024 Contact made with Chair of Ruishton Rhinos Football Club and meeting to be held to discuss plans for the club to use the Rec. Park as a base. 12.05.2024 Meeting held and proposal being progressed to Finance Committee to consider prior to approval by Parish Council.	
13.05.2024	15.0	Prepare quotations for the installation of CCTV at the Rec. Park.	Clerk and RFO 03.06.2024		25.05.2024 See agenda item 15 03.06.2024. 03.06.2024 Proposal approved and purchase of hardware completed.	
05.02.2024	8.0	Implementation of budget proposals.	Clerk and RFO 31.03.2024		12.02.2024 Notice given of cessation of service to Walford Security. 13.02.204 Notice given of cessation of funding to the Community Youth Project. Dialogue opened with Community Youth Project and Somerset Youth Alliance to explore external funding opportunities. 13.02.2024 Contact made with West Monkton Parish Council to explore viability of sharing use of their mower.	

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

					26.03.2024 A positive response from West Monkton Parish Council received, subject to insurance and agreement of a schedule and financial contribution.	
08.01.2024	12.0	Clerk and RFO to submit a request to the DHSC for funding for two defibrillators, one to be sited at the Recreation Park and one at or near to Adsborough.	Clerk and RFO 05.02.204		08.01.2024 Resident at Adsborough contacted and asked to assist in finding a suitable location for the Defib. 25.01.2024 Defibrillators shipped and arrived and now in storage. 16.02.2024 Defibrillator installed at the Recreation Park. Second location under discussion. 17.06.2024 Offer of site for installation made from Adsborough resident. Site being investigated for suitability.	
06.11.2023	29.2.1	Clerk and RFO to contact West Monkton Parish Council to collaborate on a submission to Somerset Highways to address the issues with large vehicles using Coombe Lane.	Clerk and RFO 04.12.2023		27.11.2023 Contact with West Monkton Parish Council made and details of the issue shared. West Monkton Parish Council to consider and respond. 13.12.2023 Email sent to Somerset Roads requesting that the Lane be designated with a maximum weight of 7.5 tonnes. 15.12.2023 response received and request for more evidence received.	

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

02.10.2023	9.0	Members to identify risks that are not listed on the draft Risk register and forward these to the Clerk and RFO.	All members 06.11.2023		23.05.2024 See agenda item 14 03.06.2024.	
05.06.2023	2.0	Clerk and RFO to contact the relevant parties to request that the issue of overgrown hedges be dealt with on the lane between Hyde Lane and Leighton Drive.	Clerk and RFO 03.07.2023		<p>20.06.2023 Managing Agent contacted and confirmation received that they are not responsible for Hyde Lane vegetation. Response awaited from David Wilson Homes.</p> <p>07.11.2023 Letter written to David Wilson Homes requesting that the vegetation be dealt with.</p> <p>09.11.2023 Holding response received from David Wilson Homes.</p> <p>22.11.2023 David Wilson Homes confirm that a consultant has been appointed to address the outstanding adoption issues.</p> <p>18.12.2023 Chasing email sent and response received to indicate it had been passed to another team to respond.</p> <p>19.01.2024 Chasing email sent and response received to indicate it had been passed to another team to respond. No progress being made on this issue.</p> <p>27.03.2024 Deadline of 08 April 2024 given for resolution of the matter or legal steps to be taken to resolve the matter.</p>	

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

					<p>28.03.2024 Response received from David Wilson Homes stating that the delay in resolving the matter sits with Somerset Council.</p> <p>02.04.2024 Request made to Cllr. Fothergill to intervene.</p>	
05.06.2023	23.2	To request that the markings for the virtual pavement at North end are reinstated to improve visibility.	Clerk and RFO 03.07.2023		03.07.2023 A recent meeting with the Highways Officer from Somerset Council had confirmed a commitment to reline the Virtual Footpath.	
15.05.2023	15	The Clerk and RFO would confirm the approved sites for the Speed Indicator Devices with Somerset Council Highways.	Clerk and RFO 05.06.2023		<p>23.05.2023 request sent to Somerset Council Highways requesting confirmation of approved sites.</p> <p>05.06.2023 The Clerk and RFO confirmed that the two existing sites were the only that had been fully approved and that a meeting with highways to discuss further sites was being scheduled for late June or early July.</p> <p>04.12.2023 Highways to confirm locations and await the installation of new poles to accommodate solar SIDs. Likely to be delayed until May/June 2024.</p> <p>21.02.2024 Further contact held with Traffic Engineer to arrange a site meeting.</p> <p>30.04.2024 Awaiting further meeting with Speedwatch and Traffic Panel to agree sites.</p>	

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

06.02.2023	12.0	Clerk and RFO to pursue the use of the Money Claim service to seek the recovery of the funds paid to Oakleaf Joinery & Design.	Clerk and RFO 06.03.2023	15.02.2023	15.02.2023 Money Claim online started and evidence submitted. 16.03.2023 A request to issue a County Court Judgement was made via the Money Claim service. 24.03.2023 County Court Judgement issued and received. 15.05.2023 Request to be issued for a Warrant of Control. 12.07.2023 case transferred to Yeovil Crown Court and a warrant issued.	
09.01.2023	3.0	Update the Neighbourhood Plan in light of the changes being brought about by local government reorganisation.	TBC		15.05.2023 To be considered at the next Planning committee meeting. 05.06.2023 See agenda item 20.1. 27.11.2023 To be discussed by the Planning Committee.	
COMPLETED ACTIONS						
09.01.2023	3.0	Clerk and RFO to respond to Cllr. Fothergill's enquiry about a bus shelter for Creech Heathfield.	Clerk and RFO 06.02.2023		27.01.2022 See item 22.2 on the agenda for meeting held on 06.02.2023. 16.03.2023 Awaiting a response from Somerset Council Highways. 25.11.2023 Cllr. Peters in contact with resident about the issue. 11.12.2023 Contact with Roads Records initiated following advice from Somerset Highways. 12.12.2023 Request submitted to First Bus Group for data on bus stop use for the previous 12 months.	✓

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

					12.01.2024 response received from Somerset Road Records received outlining process. Initial costs of £765.00 to cover application, licenses and legal costs. Planning Application may also be necessary. 14.05.2024 Resident informed that this project has been put on hold for a period of 12 months.	
04.12.2023	8.0	Clerk and RFO to contact Somerset Bus Partnership to obtain more information on the scale of funding required.	Clerk and RFO 08.01.2024		05.12.2023 Contact made with Somerset Bus Partnership and request made. Response received and awaiting further information. 31.12.2023 Information shared that 4 decals had been sited within Crech St Michael. 500 decals have been printed to cover Somerset.	✓
05.09.2022	18	Clerk to contact Somerset West and Taunton Council to arrange for the installation of the small combined bin and to enquire of the cost of moving the dog waste bin on the site.	Clerk & RFO 03.10.2022		22.09.2022 Request submitted to Somerset West and Taunton Street Scene team. 23.09.2022 Response received – cost of relocating dog waste bin £100.00 + VAT. 03.10.2022 Plan to be drawn up to locate larger bin and replace dog waste bin. 07.11.2022 Site meeting to be arranged for councillors by the Clerk and RFO. 15.06.2023 Clerk and RFO contacted the Street Scene team at Somerset Council to approve installation.	✓

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

					<p>20.07.2023 Contact with Street Scene Manager made. Awaiting quotation for costs of installation and supply of waste bin.</p> <p>25.07.2023 Costs confirmed as previously agreed and purchase order issued. Lead time likely 7 to 8 weeks.</p> <p>30.10.2023 A further update has been requested from the Street Scene team on the likely installation date.</p> <p>06.11.2023 Telephone call with Somerset Council Street Scene team. Installation committed to within 14 days.</p> <p>11.12.2023 Bin installed.</p>	
06.11.2023	14.0	ND would seek a meeting with the local store manager to discuss the issues with the opening times of the Post Office.	ND 04.12.2023		ND spoke with store staff and received assurances that the issue was being addressed with the addition of more trained staff members.	✓
02.10.2023	14.0	Contact to be made with the Woodland Trust to explore the offer of free trees for planting within the community.	Clerk and RFO 06.11.2023	10.10.2023	90 small hedge plants and 30 small copse trees will be delivered in March 2024.	✓

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

03.07.2023	20.0	The Clerk and RFO to obtain a quote from Walford Security for a locking and call out service for the car park.	Clerk and RFO 04.09.2023		02.10.2023 No longer required.	✓
04.09.2023	4.0	Clerk and RFO to present a proposal to implement a member attendance policy.	Clerk and RFO 02.10.2023		02.10.2023 See item 7 on the agenda.	✓
03.07.2023	3.0	Cllr. Cavill asked that the Parish Council write to the owner of the property on the corner of Paddock Close to request that their hedgerow be cut back as it was causing pedestrians to have to walk in to the road.	Clerk and RFO 04.09.2023		07.08.2023 Letter written to the resident. 25.08.2023 No response received and no action taken by the resident. 04.09.2023 vegetation has been reduced and no longer presents an issue.	✓
15.05.2023	14	It was agreed that CC and ND would contact the landowner and arrange to meet and discuss the proposed allotment site lease.	Cllr. Cudlip and Cllr. Davidson 05.06.2023		05.06.2023 Cllr. Davidson confirmed that he had spoken to the landowner and confirmed that he was willing to sign an agreement on the terms proposed. The Clerk and RFO to send an agreement to the landowner. 13.06.2023 Lease agreement sent to landowner.	✓

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

					20.07.2023 Signed lease agreement received from the landowner.	
03.07.2023	8.0	Clerk and RFO to contact Somerset Council to seek a formal arrangement for the disposal of waste from the Recreation Park.	Clerk and RFO 04.09.2023		23.08.2023 No such service available from Somerset Council. Advice from SC is that "All businesses producing any waste should have a trade waste agreement with a registered waste carrier or take their refuse to a site licensed to accept trade waste."	✓

CREECH ST MICHAEL PARISH COUNCIL

CREECH ST MICHAEL PARISH COUNCIL ACTION RECORD

Item 10.

Replacement and Improvement of Signage at the Recreation Park

1.0 Proposal

To consider and approve the proposed changes to signage for the Recreation Park and to consider and approve a quotation for the supply and installation of the signage.

2.0 Introduction

Current signage used at the Recreation Park is incorrect and provides inaccurate information. The quality and variety of signage is also inconsistent and incomplete. The proposed signage design uses the agreed colours and style of the Parish Council and incorporates the need for notification of the use of CCTV and provides clear guidance on what isn't permissible in the Park.

3.0 Quotations

All providers were asked to quote for the supply of fourteen 500mm x 500mm aluminium composite signs of various designs and two post mounted 'welcome' signs in the style of a ladder-board. Quotes include the installation of the two 'welcome' signs and fitting channels to the back of the 500mm x 500mm signs. All of the 500mm x 500mm would be installed by our member of staff.

Signs Express - £1,820.71

Somerset Sign & Print Co. - £1,883.68

Blake Signs - £1,962.00

PJ Signs - £2,254.00

Quicksigns - £2,401.20

RT Signs - £3,153.50

4.0 Financial Implications

The 2024/25 budget allocated a sum of £4,500.00 for improvements and it is proposed that this fund is used to deliver this project.

5.0 Recommendation

That the quotation received from Blake Signs is approved. Blake signs were one of very few suppliers that provided a detailed design of the proposed welcome signs and their reputation locally is extremely positive.

Andrew Williams
Clerk and RFO
14.06.2024

WELCOME TO
**THE QUEEN ELIZABETH II
RECREATION PARK
CREECH ST MICHAEL**



Please enjoy your visit and observe the following rules to ensure that everyone stays safe. The park is inspected and maintained by Creech St Michael Parish Council, if you have any comments or wish to contact us, please refer to the details below.



NO GLASS



NO ANIMALS



NO FIRES OR BBQ



NO CAMPING



USE THE BINS

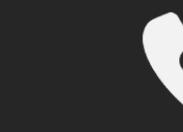


NO UNAUTHORISED TRADING



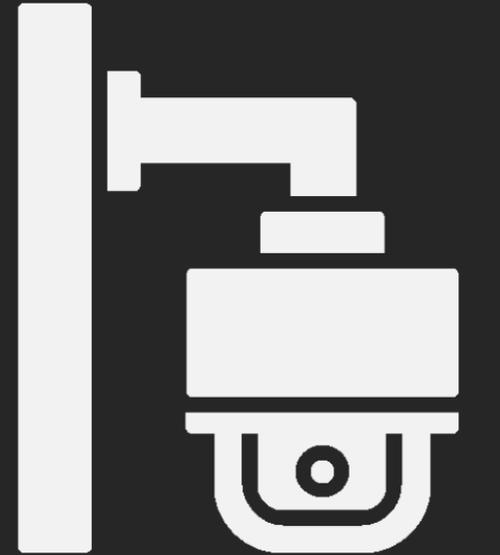
NO POWERED VEHICLES

TO CONTACT THE PARISH COUNCIL

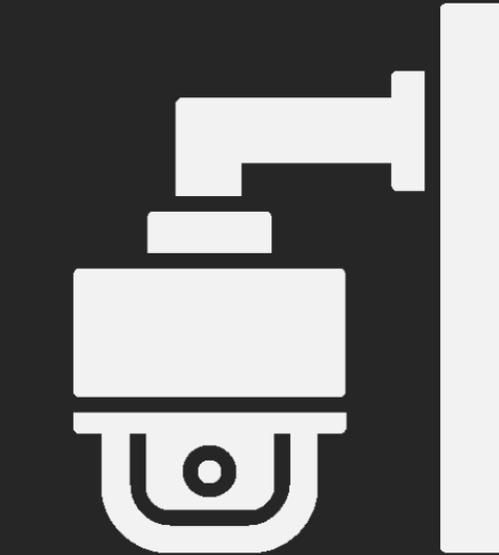
 **07708 680 797**

 **clerk@creechstmichael.net**

 **www.creechstmichael.net**



CCTV is in use throughout the Recreation Park. Images are being recorded for the purposes of public safety and crime prevention and detection and will be used in the prosecution of offenders. This scheme is controlled by Creech St Michael Parish Council for further information contact the Parish Council.





**PAVILION TOILET &
PITCHES**



**ENGINE SHED
MUGAs & OUTDOOR GYM**



CIRCULAR PARK WALK



PAVILION TOILET



**ENGINE SHED
MUGAS & OUTDOOR GYM**



CIRCULAR PARK WALK



NO GLASS

Please do not bring glass or glassware in to the grounds of the Recreation Park.



TO CONTACT THE PARISH COUNCIL

 **07708 680 797**

 **clerk@creechstmichael.net**

 **www.creechstmichael.net**

PLAY EQUIPMENT FOR AGES 5 & OVER

This area of play equipment is intended for use by children aged 5 and over.



NO GLASS



NO ANIMALS



NO FIRES



USE THE BINS



NO POWERED VEHICLES

To report an incident or defect
contact the Parish Council



TO CONTACT THE PARISH COUNCIL

 07708 680 797

 clerk@creechstmichael.net

 www.creechstmichael.net



NO POWERED VEHICLES

The use of powered scooters, bicycles and other vehicles is strictly prohibited within the grounds of the Recreation Park.



TO CONTACT THE PARISH COUNCIL

 **07708 680 797**

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PLAY EQUIPMENT FOR AGES 5 & UNDER

This area of play equipment is intended for use by children aged 5 and under.



NO GLASS



NO ANIMALS



NO FIRES



USE THE BINS



NO POWERED VEHICLES

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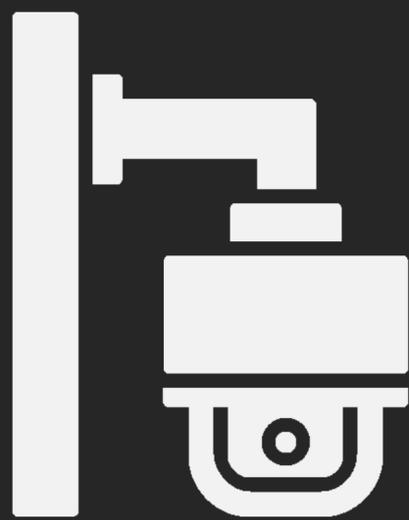


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TO CONTACT THE PARISH COUNCIL

 **07708 680 797**

 **clerk@creechstmichael.net**

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NO ANIMALS

Dogs and other animals are strictly prohibited from within the grounds of the Recreation Park.



TO CONTACT THE PARISH COUNCIL

 **07708 680 797**

 **clerk@creechstmichael.net**

 **www.creechstmichael.net**

Andrew Williams
Creech St Michael Parish Council

Signs Express (Taunton)
13A & B Cornishway South, Galmington Trading Estate
Taunton, TA1 5NQ
01823 289366

Mob: 07708680797

taunton@signs-express.co.uk
www.signsexpress.co.uk/taunton

5 June 2024

Re: Signage

Thank you for your enquiry, we are pleased to provide a quote for the services discussed which is laid out below.

Qty	Description	Unit Price	Total
14	500mm x500mm panels - To supply only 14no. 3mm ali comp panels @ 500mm x 500mm with laminated digital print applied to one face only using supplied print ready artwork - 2 runs of channel to rear	£44.62	£624.74
4	1000mm x200mm panels - To supply only 2no. 3mm ali comp panels @ 1000mm x 200mm with laminated digital print applied to one face only using supplied print ready artwork - 2 runs of channel to rear	£46.75	£186.99
8	1000mm x100mm panels - To supply only 4no. 3mm ali comp panels @ 1000mm x 200mm with laminated digital print applied to one face only using supplied print ready artwork - 2 runs of channel to rear	£39.25	£313.98
2	To supply only 2no. 76mm dia ali posts @ 3000mm powder coated to RAL colour TBC inc 24no. s/s post clips to suit and caps	£310.00	£620.00
1	To install the above subject to survey (per hour) - + extra for fixings subject to railings/fences + post mix as required	£75.00	£75.00

Sub Total	£1,820.71
VAT	£364.15
TOTAL	£2,184.86

All orders are subject to Signs Express standard Terms & Conditions (unless otherwise specified) that can be found attached to this quote, on our website www.signsexpress.co.uk or by telephoning our office. We would be delighted to work with you, so if you have any questions please don't hesitate to get in touch. We look forward to hearing from you in due course.

Yours sincerely

Richard Frayling

Payment Terms:

FULL PAYMENT IS DUE WITH ORDER UNLESS CREDIT PREVIOUSLY AGREED

All orders are subject to Signs Express terms and conditions that can be found on our website www.signsexpress.co.uk at the foot of page headed "standard terms and conditions of the sale of goods and provision of services" or alternatively by telephoning 01823 289 366

FOR BACS PAYMENTS OUR BANK DETAILS ARE:

NATWEST Account Name - Fraying Enterprises Ltd t/a Signs Express (Taunton) - Account Number 23594411 Sort Code 60-11-38

Quotation Terms:

DELIVERY OF SUPPLY ONLY ITEMS IS NOT INCLUDED UNLESS STATED ABOVE

This quotation is valid for 30 days from the date of this document on the basis that all signs listed thereon are ordered together - all prices which include sign erection are subject to survey and do not include provision of an electrical supply if required. Removal from site and disposal of any existing signage if required is not included in the prices quoted. Any consents which may be required for the installation or erection of external or internal signage are the responsibility of the recipient of this quotation.

SIGNS EXPRESS

STANDARD TERMS AND CONDITIONS OF THE SALE OF GOODS AND PROVISION OF SERVICES

1 Interpretation

- 1.1 In these Conditions:
 - "Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions relating between the Customer and Signs Express;
 - "Contract" means the contract between the Customer and Signs Express for the supply of Goods and/or Services in accordance with these Conditions;
 - "Customer" means the person whose order for Goods and/or Services is accepted by Signs Express;
 - "Goods" means the goods ordered by the Customer under these Conditions, as set out in the Quotation;
 - "Order" means the Customer's order for the supply of Goods and/or Services as accepted by Signs Express;
 - "Order Confirmation" means Signs Express acceptance of the Order, provided by Signs Express to the Customer whether written or oral;
 - "Quotation" means the quotation for the supply of Goods and/or Services accepted by the Customer by Signs Express whether written or oral;
 - "Services" means any services provided to the Customer (including all of them or any part of them) under these Conditions, as set out in the Quotation; and
 - "Signs Express" means the Signs Express business selling the Goods and/or Services, details of which are given in the Quotation and/or whose details have been provided to the Customer either in writing or orally.
- 1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended re-enacted or extended at the relevant time.
- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 Making the Contract

- 2.1 Each Order will be deemed to be an offer by the Customer to buy the Goods and/or Services in accordance with these Conditions. The Contract is made when the Order is accepted by Signs Express by the issue to the Customer of an Order Confirmation. The Contract will not be made until an Order Confirmation has been issued by Signs Express or Signs Express commences provision of the Goods and/or Services.
- 2.2 Signs Express may accept or reject an Order at its discretion. An Order shall not be accepted, and no binding obligation to supply any Goods or Services shall arise, until an Order Confirmation has been issued by Signs Express or Signs Express commences provision of the Goods and/or Services.
- 2.3 The Contract is subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions and all previous oral or written representations made by Signs Express, but subject to the provisions of Condition 2.4.
- 2.4 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and Signs Express.
- 2.5 The Customer must ensure that the terms of the Quotation and any applicable specification are complete and accurate. If the Customer wishes to amend any aspect of the information the Customer has given it must contact Signs Express immediately. Although Signs Express will use reasonable endeavours to implement any such amendment which the Customer requests, Signs Express cannot guarantee that it will be able to do so after the Order Confirmation has been issued. If such amendment changes any other aspect of the Quotation (for example the price) and Signs Express is able and willing to amend it, then Signs Express will send the Customer a new Order Confirmation.
- 2.6 All Quotations are invitations to treat only. They are not an offer to supply Goods or Services and are incapable of being accepted by the Customer. All Quotations are, unless agreed otherwise in writing, valid for 30 days only or until earlier acceptance by the Customer after which time they may be altered by Signs Express without giving notice to the Customer.
- 2.7 Any advice or recommendation given by Signs Express or its employees or agents to the Customer or its employees or agents as to the storage, application, use or disposal of any Goods which is not contained in writing by Signs Express is followed or acted upon entirely at the Customer's own risk, and accordingly Signs Express shall not be liable for any such advice or recommendations which is not so confirmed.

3 Provision of the Goods and Services

- 3.1 The quantity, quality and description of and any specification for the Goods and Services shall be those set out in the Quotation. It is the obligation of the Customer to check the structure to which the Goods are to be affixed, and to prepare surfaces to which the Goods may be applied, so that in each case they are suitable for affixing and applying. The Customer acknowledges that following installation it is responsible for the inspection, maintenance and repair of Goods applied under the Contract.
- 3.2 If the Goods are manufactured or any process is applied to the Goods by Signs Express in accordance with a specification submitted by the Customer whether in writing or otherwise the Customer shall indemnify Signs Express against all loss damages costs and expenses awarded against or incurred by Signs Express in connection with or paid or agreed to be paid by Signs Express in settlement of any claim for infringement of any patent, copyright, design, trademark (whether registered or not), or other industrial or intellectual property rights of any third party which results from Signs Express' use of any or all of the Customer's specification.
- 3.3 Signs Express reserves the right to make any changes in the specification of the Goods and/or Services which are required to conform with any applicable legal or regulatory requirements (including but not limited to safety requirements) which do not materially affect their quality or performance.
- 3.4 No Order which has been accepted by Signs Express may be cancelled by the Customer except with the agreement in writing of Signs Express and on terms that the Customer shall indemnify Signs Express (full against all loss) (including loss of profit) costs (including the cost of all labour and materials used) damage charges and expenses incurred by Signs Express as a result of cancellation.
- 3.5 Where a Quotation is based upon information supplied by the Customer, the Customer is responsible for its accuracy and any increased costs of supply resulting in any inaccuracy are the Customer's responsibility.
- 3.6 All samples, drawings, descriptions, specifications, illustrations and advertising issued by Signs Express or contained in any of Signs Express' catalogues or brochures or on any website connected with Signs Express (together "Samples") are issued or published for the sole purpose of giving an approximate idea of the Goods represented by or described in them. Due to the bespoke nature of the Goods and the materials used to make them the finished Goods will likely differ from the samples. Samples do not form part of the Contract and the Contract is not a sale by sample.
- 3.7 At the request of the Customer and at its cost, and at the sole discretion of Signs Express, Signs Express may remove materials (including but not limited to old signage) from the premises of the Customer.
- 3.8 Signs Express requires the Customer, prior to the provision of the Goods and/or Services, to obtain any necessary consents and approval to:
 - 3.8.1 the installation and/or application of the Goods, including but not limited to any planning and/or landowner consents; and
 - 3.8.2 the use of any logo, trade mark or design required for the Goods (including but not limited to the right to use the copyright and any other intellectual property rights in such logo, trade marks and design).
- 3.9 All intellectual property rights (including but not limited to copyright) arising from the creation of Goods by Signs Express shall remain the property of Signs Express and the Customer shall not copy or reproduce the Goods without the prior written consent of Signs Express.

4 Price of the Goods

- 4.1 The price of the Goods and Services shall be the price set out in the Quotation or (where no price has been quoted or a quoted price is no longer valid) the price calculated by Signs Express from its normal price list from time to time.
- 4.2 Signs Express reserves the right to increase the price of the Goods and/or Services to cover:
 - 4.2.1 any increase in the cost to Signs Express which is due to any factor beyond the control of Signs Express (such as without limitation any foreign exchange fluctuation currency regulation, alteration of duties, significant increases in the costs of labour, materials, or other costs of manufacture);
 - 4.2.2 any change in delivery dates, quantities or specification of the Goods and Services which are requested by the Customer;
 - 4.2.3 any delay caused by any instruction of the Customer or failure of the Customer to give Signs Express adequate information or instructions;
 - 4.2.4 the costs of additional work carried out by Signs Express to be able to perform the Services (including but not limited to the preparation of surfaces to which Goods are to be applied and the disposal of materials at the request of the Customer); or
 - 4.2.5 to comply with any requirements referred to in Conditions 2.5, 3.6 and 3.7.
- 4.3 Except as otherwise stated in the Contract all prices are given by Signs Express exclusive of:
 - 4.3.1 packaging and delivery of the Goods to the Customer's premises; and
 - 4.3.2 any applicable value added tax or other applicable sales tax or duty and such sums shall be added to the price.

5 Terms of Payment

- 5.1 Subject to any special terms agreed in writing between the Customer and Signs Express, Signs Express shall be entitled to invoice the Customer for the price of the Goods and the Services on or at any time after delivery of the Goods and/or performance of the Services in accordance with Condition 6.2. The Customer shall be obliged to pay the price of the Goods and/or performance of the Services in which event Signs Express shall be entitled to invoice the Customer for the price at any time after such notification or (as the case may be) Signs Express has tendered delivery of the Goods and the Customer has failed to take delivery.
- 5.2 Subject to Condition 5.3 below the Customer shall pay the price of the Goods and/or the Services within no more than 30 days of the date of each invoice in full and without prejudice to any other right or remedy available to Signs Express. The time of payment of the price shall be the essence of the Contract. Receipts for payment will only be issued on request by the Customer.
- 5.3 If the Customer fails to make any payment due to Signs Express under the Contract by the due date then, without prejudice to any other right or remedy available to Signs Express, Signs Express shall be entitled to:
 - 5.3.1 cancel the Contract or suspend further deliveries of Goods and/or provision of Services to the Customer in accordance with clause 8.2;
 - 5.3.2 appropriate any payment made by the Customer to such of the Goods (or the Goods supplied under any Contract between the Customer and Signs Express) as Signs Express think fit (notwithstanding any purported appropriation by the Customer); and
 - 5.3.3 charge the Customer interest on the amount unpaid from the due date until payment of the unpaid amount, whether before or after judgment. Interest under this clause 5.3.3 will accrue each day at four per cent per annum above Barclays Bank plc base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 5.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6 Delivery

- 6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at Signs Express' premises at any time after Signs Express has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed by Signs Express ("Delivery Location"), by Signs Express delivering the Goods to that Delivery Location subject to the Customer having paid extra for delivery in accordance with Condition 4.3.
- 6.2 The Goods shall be deemed delivered:
 - 6.2.1 if collected by the Customer, when Signs Express makes the Goods available for collection at Signs Express premises; or
 - 6.2.2 if delivered by Signs Express, on delivery of the Goods at the Delivery Location.
- 6.3 Provision of the Services shall be made at the location notified by the Customer at any time after Signs Express has notified the Customer that the Services are ready to be provided.
 - 6.3.1 Any dates quoted for delivery of the Goods and/or provision of the Services are approximate only and Signs Express shall not be liable for any delay in delivery of the Goods and/or provision of the Services howsoever caused. Time for delivery of and/or provisions shall not be the essence unless previously agreed in writing by Signs Express. The Goods may be delivered and/or the Services provided to the Customer in advance of the quoted date upon giving reasonable notice to the Customer.
- 6.5 Signs Express shall not be liable for any delay in or failure of delivery caused by:
 - 6.5.1 the Customer's failure to (i) make the Delivery Location available; (ii) prepare the Delivery Location in accordance with Signs Express' instructions or as required for delivery or (iii) provide Signs Express with adequate instructions for delivery or otherwise relating to the Goods;
 - 6.5.2 the Customer's failure to collect the Goods from Signs Express premises; or
 - 6.5.3 an event which is beyond Signs Express' reasonable control in accordance with Condition 8.3.
- 6.6 If the Customer fails to take delivery of the Goods or accept provision of the Services or fails to give Signs Express adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Signs Express' fault) then without prejudice to any other right or remedy available to Signs Express Signs Express may:
 - 6.6.1 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
 - 6.6.2 where reasonably possible, sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 6.7 Signs Express may deliver the Goods by separate instalments and perform any Services in stages. Each separate instalment or stage will be invoiced and paid for in accordance with the provisions of the Contract.
- 6.8 Any delay in performance or defect in an instalment shall not entitle the Customer to cancel any other instalment.

7 Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Customer:
 - 7.1.1 in the case of Goods to be delivered at Signs Express' premises at the time when Signs Express notifies the Customer that the Goods are available for collection; or
 - 7.1.2 in the case of the Goods to be delivered otherwise than at Signs Express' premises at the time of delivery to such premises or, if the Customer fails to take delivery of the Goods, from the time when Signs Express has tendered delivery of the Goods.
- 7.2 Notwithstanding delivery and the passing of risk in the Goods or any other provision of these Conditions ownership of the Goods shall not pass to the Customer until Signs Express has received in cash or cleared funds payment in full of the price of the Goods and all other Goods and Services for which payment is due from Signs Express.
- 7.3 Until such time as ownership of the Goods passes to the Customer the Customer shall hold the Goods as Signs Express' fiduciary agent and shall keep the Goods separate from those of the Customer and third parties and properly stored protected and insured and identified as Signs Express' property.
- 7.4 The Customer shall be entitled to resell or use the Goods in the ordinary course of its business but shall account to Signs Express for the proceeds of sale or otherwise of the Goods whether tangible or intangible including insurance proceeds and shall keep all such proceeds separate from any monies or property of the Customer and third parties and in the case of tangible proceeds properly stored protected and insured.
- 7.5 Until such time as ownership in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold) Signs Express shall be entitled at any time to require the Customer to deliver up the Goods to Signs Express and if the Customer fails to do so forthwith to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.
- 7.6 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Signs Express but if the Customer does so all monies owing by the Customer to Signs Express shall (without prejudice to any other right or remedy of Signs Express) forthwith become due and payable.

8 Termination

- 8.1 Without limiting its other rights or remedies, Signs Express may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - 8.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 days of that party being notified in writing to do so;
 - 8.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - 8.1.3 the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 8.2 Without limiting its other rights or remedies, Signs Express may suspend provision of the Goods and/or Services under the Contract or any other contract between the Customer and Signs Express if the Customer becomes subject to any of the events listed in Clause 8.1.1 to Clause 8.1.4, or Signs Express reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 8.3 If the Customer fails to pay any amount due under this Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 8.4 On termination of the Contract for any reason the Customer shall immediately pay to Signs Express all of Signs Express' outstanding unpaid invoices and interest and, in respect of Goods produced and/or Services supplied but for which no invoice has been submitted, Signs Express shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 8.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 8.6 Any provision of the Contract which by its implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

9 Warranties, Liabilities and Indemnity

- 9.1 Signs Express warrants that for a period of 12 months from the date of delivery of Goods and from the date of provision of Services, ("Warranty Period"), the Goods and Services shall:
 - 9.1.1 conform in all material respects to the agreed specification;
 - 9.1.2 be free from material defects in design, material and workmanship;
 - 9.1.3 in relation to Goods only, be of satisfactory quality;
 - 9.1.4 in relation to Services only, be supplied with reasonable care and skill; and
 - 9.1.5 be fit for purpose and any specific purpose held out by Signs Express.
- 9.2 During the Warranty Period, Signs Express, in respect of Goods and/or Services which are proved to not comply with Condition 9.1, repair, or at its option replace, such Goods, and/or re-perform or at its option refund the price of such Services. This obligation will not apply where:
 - 9.2.1 the Customer has improperly used the Goods in any way whatsoever, or the Goods have been subjected to wear and tear, misuse, unauthorised repair, damage, negligence, adverse weather conditions and/or alteration;
 - 9.2.2 the Customer has not complied with any instructions provided by Signs Express, including instructions relating to preparation of the surfaces and areas to which the Goods are applied, and/or such surfaces or areas have been subjected to previous workmanship by third parties and/or contain latent defects;
 - 9.2.3 damage, discolouration or failure to painted surfaces has occurred through no fault of Signs Express;
 - 9.2.4 any failure of the Goods to comply with condition 9.1 is caused by Signs Express following any specification or requirement of the Customer;
 - 9.2.5 the Customer has not complied with any instructions as to use and care of the Goods in all respects; or
 - 9.2.6 the Customer has failed to notify Signs Express of any problem or suspected problem within 2 days of the provision of the Services and/or supply of the Goods.
- 9.3 Any request for replacement Goods or re-performed Services will be liable to repair or replacement (or re-provision or, at Signs Express' option, refund) under the terms specified in Condition 9.2 for the unexpired portion of the 12 month period from the original date of delivery of the replaced Goods or from the original date of provision of the re-performed Services.
- 9.4 The above warranty does not extend to parts, materials or equipment not manufactured by Signs Express in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Signs Express.
- 9.5 Signs Express accepts liability for personal injury or death caused by the negligence of Signs Express or its employees (acting within the course of their employment or duties and the scope of their authority) and for any other matter for which it would be illegal to exclude or attempt to limit or exclude its liability.
- 9.6 Except as otherwise stated in Condition 9.5, Signs Express will not be liable to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any damage or for any indirect or consequential loss (including, but not limited to, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
 - 9.6.1 any breach by Signs Express of any of the express or implied terms of the Contract;
 - 9.6.2 any of the Goods and/or Services (including but not limited to any use made by the Customer of any Goods, or of any product incorporating any of the Goods), or the manufacture or sale or supply, or failure or delay in supply, of the Goods and/or Services by Signs Express or on the part of Signs Express' employees, agents or sub-contractors; or
 - 9.6.3 any non-fraudulent statement made or not made, or advice given or not given, by or on behalf of Signs Express.
- 9.7 Except as set out in Condition 9.5, Signs Express total liability shall not exceed a sum equal to the price paid by the Customer under the Contract.
- 9.8 The Customer acknowledges that the above provisions of this Condition 9 are reasonable and reflected in the price which may be higher than those provisions, and the Customer will accept such risk and/or insure accordingly.
- 9.9 Signs Express shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform any of Signs Express' obligations in relation to the Goods and/or Services if the delay or failure was due to any cause beyond Signs Express' reasonable control. Without prejudice to the generality of the foregoing, causes beyond Signs Express' reasonable control shall include (but not be limited to) the following:
 - 9.9.1 act of God, storm, explosion, flood, tempest, fire or accident;
 - 9.9.2 war or threat of war, riot, civil commotion or sabotage; damage;
 - 9.9.3 compliance with any law or governmental order, rule, regulation or direction;
 - 9.9.4 import or export regulations or embargoes;
 - 9.9.5 strike, lock-out or other industrial action or trade dispute (whether involving employees or Signs Express or a third party);
 - 9.9.6 failure of a utility service or transport network;
 - 9.9.7 difficulties in obtaining raw materials labour fuel parts or machinery;
 - 9.9.8 power failure or breakdown of plant or machinery;
 - 9.9.9 default of suppliers or sub-contractors; and
 - 9.9.10 epidemic or pandemic.
- 9.10 The Customer agrees to indemnify, keep indemnified and hold harmless Signs Express from and against all direct, indirect or consequential loss (all these of which terms include, but are not limited to, loss of profits, loss of business, depletion of goodwill and like loss), costs, expenses, liabilities, injuries, damages, claims, demands, proceedings or legal costs and judgments which Signs Express incurs or suffers as a consequence of direct or indirect breach or negligence or performance or failure in performance by the Customer of any of the terms of the Contract, including in particular (but not limited to) the Customer's ongoing obligations under Condition 3.1.

10 Data Protection

- 10.1 By placing an Order, the Customer allows Signs Express to use the Customer's personal details for the purposes of supplying the Goods and performing the Services. Any personal information that the Customer provides to Signs Express will be dealt with in line with Signs Express' Privacy Policy, which explains what personal information Signs Express collect, how and why Signs Express collect it, use, use and share such information, the Customer's rights in relation to its personal information and how to contact Signs Express and supervisory authorities if the Customer has a query or complaint about the use of its personal information.

11 General

- 11.1 Notice
 - 11.1.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing and shall be:
 - a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or such other address may be at the relevant time when notified pursuant to this provision giving the notice; or b) sent by the following addresses (or an address substituted in writing by the party to be served): Signs Express, Sales@signs-express.co.uk and the email address that was used to issue/send the Quotation. Customer: to the email address where the Quote was sent.
 - 11.1.2 Any notice shall be deemed to have been received:
 - a) if delivered by hand, at the time the notice is left at the proper address; or
 - b) if sent by first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
 - 11.1.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 11.2 Signs Express may transfer, assign, hold on trust, licence or sub-contract all or any part of its rights or obligations under any Contract.
- 11.3 Each and every Contract is personal to the Customer and the Customer may not transfer all or any of its rights or obligations under any Contract to any other person.
- 11.4 Neither party intends that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it, save that Signs Express Limited shall be entitled to enforce any provision of the Contract.
- 11.5 No waiver by Signs Express of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the Contract.
- 11.6 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 11.7 Any dispute arising under or in connection with these Conditions and any Contract shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts.





 info@somersetsignandprintco.co.uk

 Unit 11, Foxmoor Business Park,
Wellington, Somerset TA219RF

 01823 617 880

07/06/2024

Dear Andrew.

This is your quote for the park signage in Creech St Michael

10 x 500 x 500 aluminium sign with prints applied and fitting channel on the back are going to be £63.80 + vat each

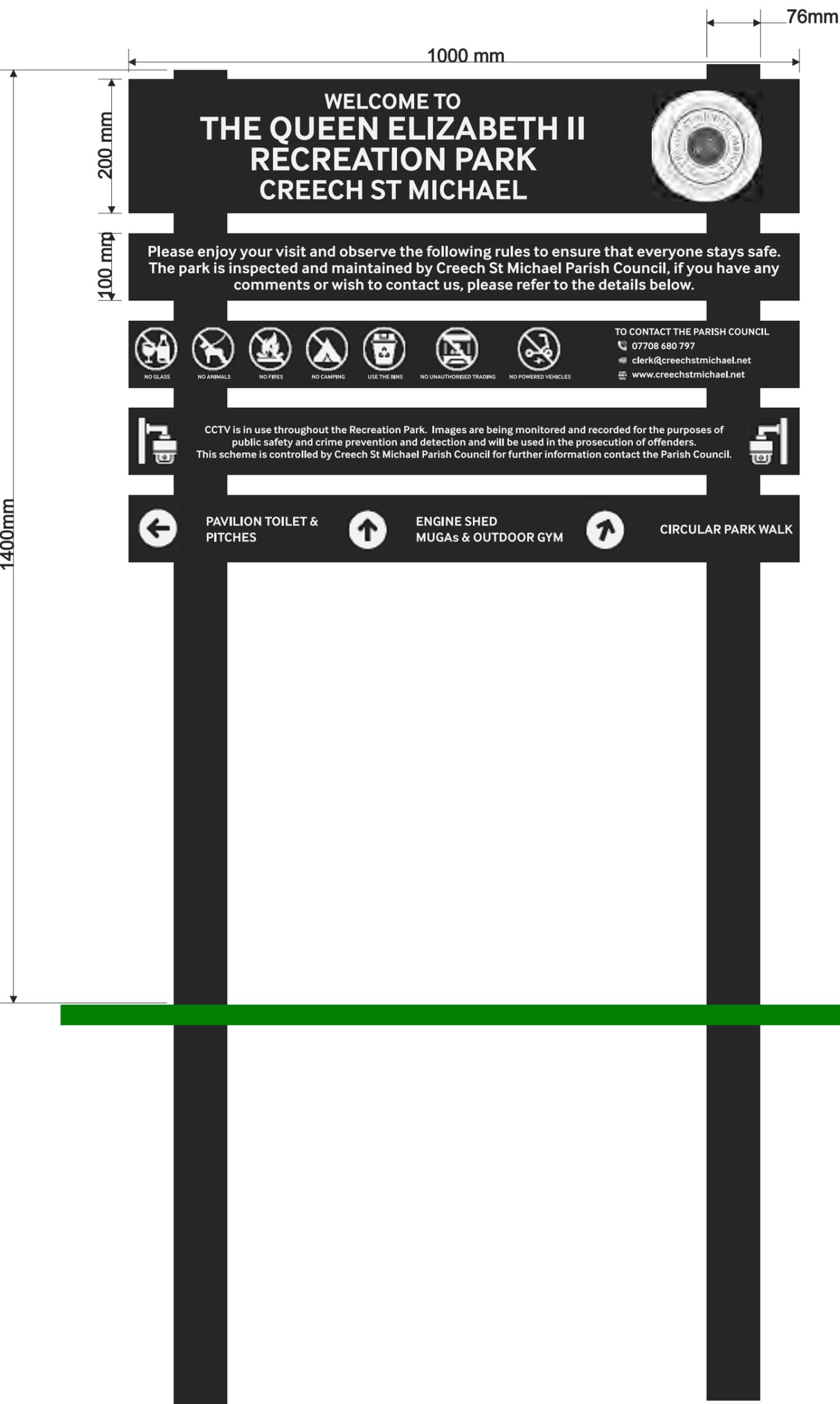
2 sets of post and panel signs, 3M aluminium black posts with header sign and 4 further signs all with fitting channel clips and fixings (post mix) are £445.24 + vat

Fitting for these post and panel sign will be £100 + vat

I hope these prices are within budget if you wish to discuss anything further please get in touch.

Regards,

Dan Saunders



01278 663124
 0777 156 1695
 blakesigns@btconnect.com
 www.blakesigns.co.uk
 45 Farringdon, N.Petherton, TA6 6PF

Subject: Re: Quotation for signs
From: Julian Hocking <blakesigns@btconnect.com>
Date: Wed, 5 Jun 2024, 16:01
Attachments:  CSMPC QE2 park welcome signs.pdf (237.16 KB)
To: Andrew Williams <clerk@creechstmichael.net>

Hi Andrew

Thank you for your enquiry, below are some prices and options for sign material.

Option A - ACM (Aluminium Composite Material), bonded rails.
Option B - 3mm solid aluminium, rails flush riveted.

Various signs - 500 x 500mm:

A = £63.00 each (Qty 14 =£882.00 total)
B = £85.00 each (Qty 14 = £1190.00 total)

Suitable fixing clips, banding etc. available for most size posts.

Park Welcome signs - Qty 2 (as per attached drawing.)

A = £830.00 (total)
B = £915.00 (total)

Install "Welcome" signs +£250.00

All plus VAT

I hope this helps please let me know if you require any further information.

Kind regards

Julian Hocking
Blake Signs

From: Andrew Williams <clerk@creechstmichael.net>
Date: Monday, 3 June 2024 at 14:29
To: clerk <clerk@creechstmichael.net>
Subject: Quotation for signs

Good afternoon,

I am seeking a quotation for the following for Creech St Michael Parish Council.

File name: Glass (500mm x 500mm) aluminium with backrails. 2 required.

File name: Animals (500mm x 500mm) aluminium with backrails. 2 required.

File name: over_5 (500mm x 500mm) aluminium with backrails. 2 required.

File name: under_5 (500mm x 500mm) aluminium with backrails. 2 required.

File name: cctv (500mm x 500mm) aluminium with backrails. 4 required.

File name: powered (500mm x 500mm) aluminium with backrails. 2 required.

File name: General. Two ladders signs, with a header that measures 1000mm x 200mm and 4 "rails" each measuring 1000mm x 100mm. All aluminium and fixed to uprights each side in a matching colour. There are two designs for the bottom rail of each sign (pages 5 and 6 of the document). These signs will need to be installed in to grassed areas.

Please quote for the supply of all signs listed and the installation of the two general signs.

If you require any further information, please do not hesitate to contact me.

Many thanks

Andrew Williams
Clerk & Responsible Financial Officer

 www.creechstmichael.net

 07708 680797

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Creech St Michael Parish Council
is a signatory to the **Civility & Respect Pledge**
Bullying & Harassment Statement

We treat everyone with courtesy and respect and ask for the same
In return. We ask that you treat your councillors and
council employees courteously without violence, abuse, or harassment.

IN COLLABORATION WITH SLCC, NALC, OVW, COUNTY ASSOCIATIONS: To read the full statement visit our website.

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— Attachments: —

CSMPC QE2 park welcome signs.pdf 237 KB

Subject: Re: Quotation for signs
From: Lee's Mac <lee@pjsigns.co.uk>
Date: Wed, 5 Jun 2024, 14:35
To: Andrew Williams <clerk@creechstmichael.net>

Thankyou for your valued enquiry. Quote below for your attention

1) Supply only 14 x 500mm square signs black composite, with print to face
2 x channel / rails on the rear, grey painted
£474+vat

2) Supply & install into grass area 2 x modular signs approx 1800mm high
Each comprising of 2 x 'd' posts, 1 top panel 1000mm x 300mm (not 200mm as requested,
300mm is standard size)
& 4 lower panels 1000mm x 100mm

All system powder coated standard Ral colour

£1780+vat

If you require any further assistance, please feel free to contact me.
Regards

Lee Winter
PJ Signs (Taunton) Ltd
29 Frobisher Way
Bindon Road
Taunton
TA2 6BB
01823 283985

lee@pjsigns.co.uk
www.pjsigns.co.uk

PastedGraphic-3.tiff

PastedGraphic-2.tiff

On 5 Jun 2024, at 11:49, Andrew Williams <clerk@creechstmichael.net> wrote:

lee,

Having spoken to a number of people, it seems that aluminium composite is the sensible route to go. When I refer to back rails I do mean channels, so that the sign can be bolted to a fence. Image of the style for the 2 general signs attached.

<email_sig_wide.png>

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On 05/06/2024 09:21, Lee's Mac wrote:

Thankyou for your valued enquiry.

All the 500mmm square signs are straight forward, but when you say back rails, do you mean channels so you can fix to existing posts?
Would you like actual Powder coated Aluminium, or do you mean the aluminium/pvc composite board? Maybe send a photo to confirm

For the 2 x general signs, can you please send a photo of the type of sign you mean, something similar from google?
Installation on posts, how high to the top of the signs - 1800mm?

If you require any further assistance, please feel free to contact me.

Regards

Lee Winter
PJ Signs (Taunton) Ltd
29 Frobisher Way
Bindon Road
Taunton
TA2 6BB
01823 283985

lee@pjsigns.co.uk

www.pjsigns.co.uk

On 4 Jun 2024, at 14:42, <sales@pjsigns.co.uk> <sales@pjsigns.co.uk> wrote:

From: Andrew Williams <clerk@creechstmichael.net>

Sent: Monday, June 3, 2024 2:29 PM

To: clerk <clerk@creechstmichael.net>

Subject: Quotation for signs

Good afternoon,

I am seeking a quotation for the following for Creech St Michael Parish Council.

File name: Glass (500mm x 500mm) aluminium with backrails. 2 required.

File name: Animals (500mm x 500mm) aluminium with backrails. 2 required.

File name: over_5 (500mm x 500mm) aluminium with backrails. 2 required.

File name: under_5 (500mm x 500mm) aluminium with backrails. 2 required.

File name: cctv (500mm x 500mm) aluminium with backrails. 4 required.

File name: powered (500mm x 500mm) aluminium with backrails. 2 required.

File name: General. Two ladders signs, with a header that measures 1000mm x 200mm and 4 "rails" each measuring 1000mm x 100mm. All aluminium and fixed to uprights each side in a matching colour. There are two designs for the bottom rail of each sign (pages 5 and 6 of the document). These signs will need to be installed in to grassed areas.

Please quote for the supply of all signs listed and the installation of the two general signs.

If you require any further information, please do not hesitate to contact me.

Many thanks

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<metal-ladder-sign.jpg>

Attachments:

PastedGraphic-3.tiff	0 bytes
PastedGraphic-2.tiff	0 bytes

Subject: Re: Images of existing Signs
From: Ian Adams <quicksign@hotmail.co.uk>
Date: Thu, 6 Jun 2024, 08:17
To: Andrew Williams <clerk@creechstmichael.net>

Morning Andrew

To supply signs made on 3mm ally composite boards with white sign rails to rear x2 on all sign

Signs 500mm x 500mm x14 in total will be £66.35+vat each

This price dose not allow for any fittings for the rear off the signs apart from the two rails you will need to sort the metal fittings

To supply x2 signs 1000mm x 700mm complete with two rails to rear and 3m x 76mm ally post painted white with clips and post caps will be £336.15+vat each

To install above signs will be £800.00+vat

Many Thanks

Ian Adams



Tel: 01278 787268
Mob: 07730 680139
www.quick-sign.co.uk

From: Andrew Williams <clerk@creechstmichael.net>
Sent: 05 June 2024 10:35
To: sales@quick-sign.co.uk <sales@quick-sign.co.uk>
Subject: Images of existing Signs

As requested, these are the existing fixings on some of our signs.

Andrew Williams
Clerk & Responsible Financial Officer

 www.creechstmichael.net

 07708 680797

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**Civility &
Respect**

IN COLLABORATION WITH SLCC, NALC, OVV, COUNTY ASSOCIATIONS

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RT SIGNS
Axe Road
Colley Lane Industrial Estate
Bridgwater
Somerset
TA6 5LB
United Kingdom
[01278 444908](tel:01278 444908)
simon@rtsigns.com
www.rtsigns.com

QUOTATION

Andrew Williams - Creech St Michael Parish Council
CASH SALE

Ref No. R10505/2
Dated 03/06/2024
Contact Andrew Williams - Creech
St Michael Parish Council
[07708 680797](tel:07708 680797)
clerk@creechstmichael.net

Re: Parish Council Signage

Item	Quantity	Description	Unit Price	Total
A	1 Unit(s)	Bespoke Aluminium Modular Post & Plank Sign System comprising of 1 x 1000x200 Header &- 4 x 1000x100 Slats c/w Premium Grade Digitally Printed White Vinyl and Gloss Laminate - RAL TBC - 75sq. Aluminium Posts	£986.44	£986.44
B	1 Unit(s)	Bespoke Aluminium Modular Post & Plank Sign System comprising of 1 x 1000x200 Header &- 4 x 1000x100 Slats c/w Premium Grade Digitally Printed White Vinyl and Gloss Laminate - RAL TBC - 75sq. Aluminium Posts	£986.44	£986.44
C	2 Unit(s)	GLASS - Aluminium composite medium grade 3mm White (500x500) c/w Channel Medium Grey for Post Mounting and Premium Grade Digitally Printed White Vinyl, Gloss Overlaminated	£59.33	£118.66
D	2 Unit(s)	ANIMALS - Aluminium composite medium grade 3mm White (500x500) c/w Channel Medium Grey for Post Mounting and Premium Grade Digitally Printed White Vinyl, Gloss Overlaminated	£59.33	£118.66

E	2 Unit(s)	OVER 5 - Aluminium composite medium grade 3mm White (500x500) c/w Channel Medium Grey for Post Mounting and Premium Grade Digitally Printed White Vinyl, Gloss Overlaminated	£59.33	£118.66
F	2 Unit(s)	UNDER 5 - Aluminium composite medium grade 3mm White (500x500) c/w Channel Medium Grey for Post Mounting and Premium Grade Digitally Printed White Vinyl, Gloss Overlaminated	£59.33	£118.66
G	4 Unit(s)	CCTV - Aluminium composite medium grade 3mm White (500x500) c/w Channel Medium Grey for Post Mounting and Premium Grade Digitally Printed White Vinyl, Gloss Overlaminated	£59.33	£237.32
H	2 Unit(s)	POWERED - Aluminium composite medium grade 3mm White (500x500) c/w Channel Medium Grey for Post Mounting and Premium Grade Digitally Printed White Vinyl, Gloss Overlaminated	£59.33	£118.66
I	2 Unit(s)	Installation - 'A' & 'B' only	£175.00	£350.00
			Sub-Total	£3,153.50
			VAT	£630.70
			TOTAL	£3,784.20

TERMS: Payment on confirmation of order.

This quotation is valid for 30 days from the date of this document

Item 11.

CCTV Policy

1.0 Proposal

To review and approve the Parish Council CCTV Policy.

2.0 Introduction

Following the recent approval to install and operate a CCTV system within the boundaries of the Recreation park, it is necessary that the Parish Council publishes a CCTV Policy to ensure that it meets its obligations under the Data Protection Act 2018, Freedom of Information Act 2000 (FOIA), the Protection of Freedoms Act 2012 (PFA), the Human Rights Act 1998 (HRA), the Secretary of State's Surveillance Camera Code of Practice (SC code) and the Information Commissioner's Office (ICO) CCTV Code of Practice.

3.0 The Policy

The CCTV Policy sets out the reason for the use of CCTV, the location of the CCTV system and how the system will be maintained and operated. The Policy also sets out the process for accessing data captured by the CCTV system and what the mechanism is for the disclosure of any data.

The Policy specifies the purposes for which the CCTV system is intended to be used. These are as follows.

- The prevention, investigation and detection of crime. The apprehension and prosecution of offenders (including use of images as evidence in criminal proceedings).
- Safeguarding the public, volunteers, councillors and employees.
- Monitoring the security of the Parish Council's facilities and assets.
- To protect members of the public and their property whilst they are within the boundaries of Parish Council facilities.

The CCTV system is not for use for covert monitoring of any kind and data from the system will not be published or shared with the media for purposes of entertainment and will not be published to social media platforms.

It is important that members understand that this policy must be strictly adhered to and that the roles of the Parish Council as Data Controller and Clerk and RFO as the Data Protection Officer are understood.

Recommendation

That the CCTV Policy is reviewed and approved.

Andrew Williams

Clerk and RFO

18.06.2024

Creech St Michael Parish Council

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Creech St Michael Parish Council

Policy Title	Closed Circuit Television (CCTV) Policy
Policy Reference	B21
Applies to	All members and employees
Date Created	10.06.2024
Date Approved by Council	01.07.2024
Minute Reference	
Author	Clerk and RFO
Review Cycle	Annual
Review Dates	



Creech St Michael Parish Council

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1.0 Introduction

This Policy should be read in conjunction with the Parish Council's Freedom of Information Policy and General Privacy Notice, both of which are available on the Parish Councils website or on demand from the Clerk and RFO. In addition, this Policy operates within the context of the Data Protection Act 2018, Freedom of Information Act 2000 (FOIA), the Protection of Freedoms Act 2012 (PFA), the Human Rights Act 1998 (HRA), the Secretary of State's Surveillance Camera Code of Practice (SC code) and the Information Commissioner's Office (ICO) CCTV Code of Practice.

The processing of personal data captured by CCTV systems is governed (including images identifying individuals) by the Protection of Freedoms Act 2012 and Data Protection Act 2018. The Information Commissioner's Office (ICO) has issued a Code of Practice on compliance with legal obligations. The use of CCTV is covered by the Act, regardless of the number of cameras or how sophisticated the equipment is, and Creech St Michael Parish Council adheres to the ICO's Code of Practice.

Creech St Michael Parish Council is committed to informing its staff, volunteers, residents and users of its facilities and assets about the presence of and operation of CCTV.

Access to personal information recorded through CCTV cameras is restricted solely to the Data Protection Officer as designated within this policy. A request to access the data must be submitted following the guidance provided within the Parish Council's General Privacy Notice. Should, in exceptional circumstances, the Data Protection Officer be unavailable and the data be required for a criminal investigation, a member of Parish Council staff designated by the Data Protection Officer can access the relevant data and respond to the request.

2.0 Objectives of CCTV use

This CCTV Policy explains how Creech St Michael Parish Council will operate its CCTV systems and how it intends to comply with the relevant legislation.

Creech St Michael Parish Council uses CCTV to provide a safer, more secure environment for its staff, members, volunteers and users of its facilities and assets and for the purposes of public safety and crime prevention and detection and will be used in the prosecution of offenders.

Essentially it is used for:

- The prevention, investigation and detection of crime. The apprehension and prosecution of offenders (including use of images as evidence in criminal proceedings).
- Safeguarding the public, volunteers, councillors and employees.
- Monitoring the security of the Parish Council's facilities and assets.

Creech St Michael Parish Council

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- To protect members of the public and their property whilst they are within the boundaries of Parish Council facilities.

Creech St Michael Parish Council does not use CCTV for covert monitoring of any kind.

Location of CCTV

Cameras are located in those areas where it has been identified there is a need. CCTV systems are used solely for purpose(s) identified and are not used to routinely monitor employees, volunteers, councillors or users of the Parish Council's facilities or assets.

Signage is used throughout the location where CCTV is in operation. Signage will be of an appropriate size and design to ensure that anyone within the area covered by the CCTV system should reasonably be aware of its use. Signage will include details of the organisation operating the scheme, the purpose of using CCTV and who to contact about the scheme.

- Static cameras will not focus on private homes, gardens and other areas of private property.
- Materials or knowledge secured as a result of CCTV will not be used for any commercial purpose.
- Data will not be released to the media for purposes of entertainment and will not be published to social media platforms.

Maintenance of CCTV Systems

The CCTV system is maintained by Creech St Michael Parish Council.

Creech St Michael Parish Council is responsible for:

- Ensuring that it complies with its responsibilities in relation to guidance on the location of cameras.
- Ensuring that the date and time reference are accurate.
- Ensuring that the system is only accessible by those individuals that are designated with the appropriate authority.
- Ensuring that suitable maintenance and servicing is undertaken to ensure that clear images are captured and recorded.
- Ensuring that the Data Protection Officer is trained in the use of the equipment.
- Ensuring that cameras are protected from vandalism in order to ensure that they remain in working order.
- Ensuring that policies and procedures are maintain in line with changes to legislation and guidance.

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Type of Equipment

The equipment used by Creech St Michael Parish Council includes cameras that facilitate the recording of colour images both during daylight and darkness. The equipment used may incorporate the ability to record sound. Recording equipment used is normally capable of retaining data for a period of up to 30 days.

Administration

Creech St Michael Parish Council is the Data Controller and the Data Protection Officer has responsibility for the control of all data and in deciding how the CCTV system is used. Only the Data Protection Officer will have access to images and is aware of the procedures that need to be followed when accessing the recorded images. Unless, in exceptional circumstances, the Data Protection Officer be unavailable and the data be required for a criminal investigation, a member of Parish Council staff designated by the Data Protection Officer can access the relevant data and respond to the request. The Data Protection Officer is trained and is aware of responsibilities under the CCTV Code of Practice.

Data Storage, Access and Retention

Data will be stored in a way that ensures the integrity of any evidence that is captured and in a way that allows specific times and dates to be identified. The Data Protection Officer will retain data for evidential purposes in a secure facility. Where data is retained, the Data Protection Officer will ensure the reason for its retention is recorded, where it is kept, any use made of the data and when it is destroyed.

Creech St Michael Parish Council ensures that data is not retained for longer than is necessary. Normally a period no more than 30 days, and that once the retention period has expired, data is erased or securely destroyed.

Disclosure

Disclosure of data to third parties can only be authorised by the Data Protection Officer.

Disclosure will only be granted in the following circumstances:

- If its release is fair to all parties concerned.
- If there is an overriding legal obligation (e.g. information access rights).
- If it is consistent with the purpose for which the system was established.

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All requests for access or for disclosure are recorded. If access or disclosure is denied, the reason is documented.

Subject Access Requests

Individuals whose data is recorded have a right to view that data and, unless they agree otherwise, to be provided with a copy of the data. If Creech St Michael Parish Council receives a Subject Access Request under the General Data Protection Regulations 2018 it will comply with requests within 30 days. The Council may charge a fee for the provision of a copy of data. If the Council receives a request under the Freedom of Information Act 2000 it will comply with requests within 20 working days of receiving the request.

As a general rule, if the individual making the request can identify any person other than, or in addition to, the person requesting access, it will be deemed personal data and its disclosure is unlikely as a Freedom of Information request.

Those requesting access must provide enough detail to allow the Data Protection officer to identify that they are the subject of the data, and for the operator to locate the data. Requests for access should be addressed to the Data Controller.

Refusal to disclose data may be appropriate where its release is:

- Likely to cause substantial and unwarranted damage to that individual.
- To prevent decisions from being taken in relation to that individual.

Monitoring and Evaluation

Creech St Michael Parish Council will undertake annual reviews to ensure that the use of CCTV continues to be justified. The review will include, but not be limited to:

- The stated purpose of the Parish Council's use of CCTV.
- The location of CCTV.
- The data recorded.
- The length of time data is retained for.
- Deletion.
- This Policy.

Creech St Michael Parish Council

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Guiding Principles

The Parish Council as Data Controller and its employees as Data Protection officer are guided in the operation of CCTV by the following principles, which are taken from the Surveillance Camera Code of Practice.

- Use of a surveillance camera system must always be for a specified purpose which is in pursuit of a legitimate aim and necessary to meet an identified pressing need.
- The use of a surveillance camera system must take into account its effect on individuals and their privacy, with regular reviews to ensure its use remains justified.
- There must be as much transparency in the use of a surveillance camera system as possible, including a published contact point for access to information and complaints.
- There must be clear responsibility and accountability for all surveillance camera system activities including images and information collected, held and used.
- Clear rules, policies and procedures must be in place before a surveillance camera system is used, and these must be communicated to all who need to comply with them.
- No more images and information should be stored than that which is strictly required for the stated purpose of a surveillance camera system, and such images and information should be deleted once their purposes have been discharged.
- Access to retained images and information should be restricted and there must be clearly defined rules on who can gain access and for what purpose such access is granted; the disclosure of images and information should only take place when it is necessary for such a purpose or for law enforcement purposes.
- Surveillance camera system operators should consider any approved operational, technical and competency standards relevant to a system and its purpose and work to meet and maintain those standards.
- Surveillance camera system images and information should be subject to appropriate security measures to safeguard against unauthorised access and use.
- There should be effective review and audit mechanisms to ensure legal requirements, policies and standards are complied with in practice, and regular reports should be published.
- When the use of a surveillance camera system is in pursuit of a legitimate aim, and there is a pressing need for its use, it should then be used in the most effective way to support public safety and law enforcement with the aim of processing images and information of evidential value.

Data Controller: Creech St Michael Parish Council

Data Protection Officer: Clerk and RFO

Item 12.

Purchase and Installation of Signage for Residents in Charlton Road, Creech Heathfield

1.0 Proposal

To review and approve the purchase and installation of two signs alongside footpath T10/14.

2.0 Introduction

A resident living alongside footpath T10/14 made contact with the Parish Council to seek assistance in addressing concerns they had with vehicles using a designated footpath and bridleway between Charlton Road and Crown Lane, Creech Heathfield (see image 1 in appendix A). The route between Charlton Road and Crown Lane is an unadopted road.

The resident, along with a number of neighbours are all elderly and rely on the unadopted road as access to their properties. In some cases, access to and from garages is directly in to the path of the route (see image 2 in appendix A). Vehicles regularly use the route as a cut-through between Charlton road and Crown Lane.

The residents have previously contacted Somerset Council and requested that signage, other than the standard right of way indicator, be provided, but no response was received.

3.0 Proposal

The proposal is that two signs be installed, one at each end of the route indicated in orange on the map (see image 1 in appendix A). The residents have been consulted on and approved the design of the signs (see images 3 and 4 in appendix A). Installation would be undertaken by the Parish Council.

Estimated costs of purchasing and installing the signage is £200.00 (excluding VAT) and would be funded from the highways element of the budget.

4.0 Recommendation

That the proposal is considered and approved.

Andrew Williams
Clerk and RFO
21.06.2024

Image 2 – Route Proximity to Housing



Item 13.

Review of Policies

1.0 Proposal

To review and make changes to three policy and procedure documents.

2.0 Introduction

As part of the Parish Council's internal control procedures, all policies and procedures must be reviewed regularly and any changes proposed and agreed upon.

3.0 Proposed Changes

There are no changes proposed for the three policies included in this review.

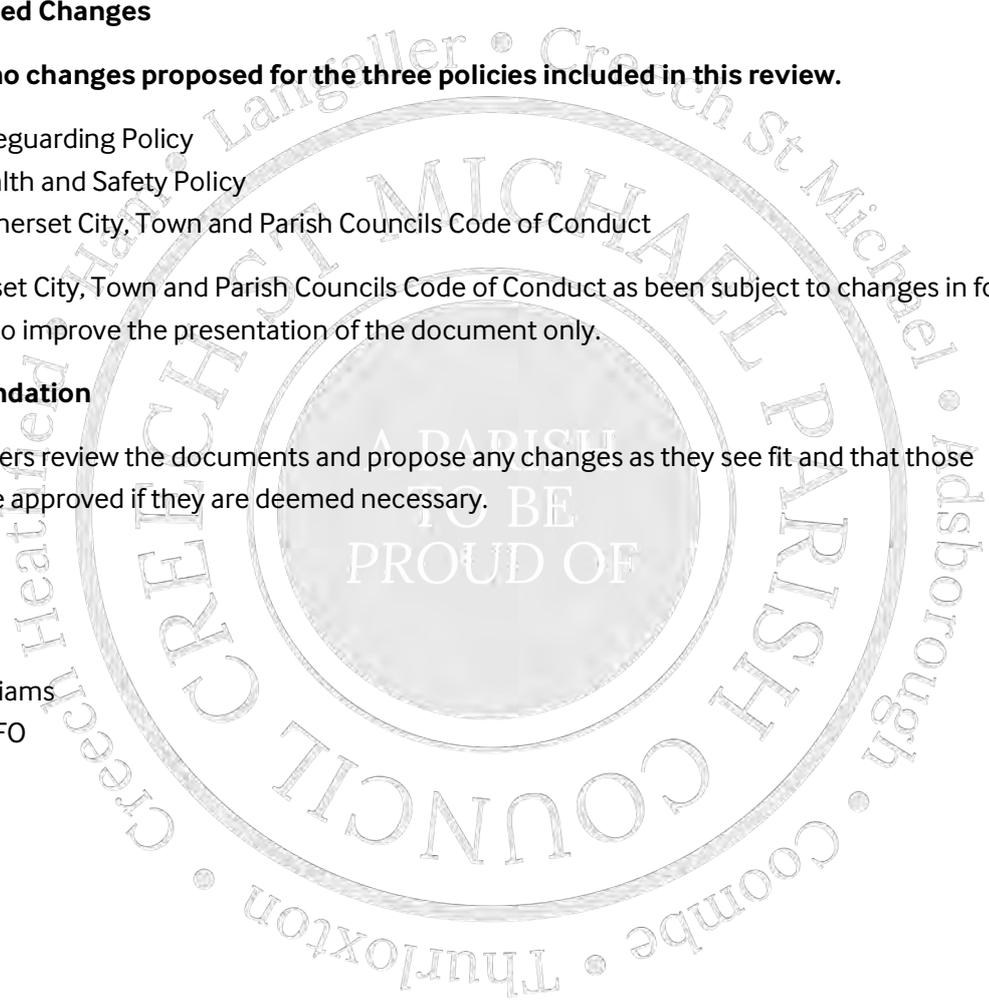
- Safeguarding Policy
- Health and Safety Policy
- Somerset City, Town and Parish Councils Code of Conduct

The Somerset City, Town and Parish Councils Code of Conduct has been subject to changes in format and layout to improve the presentation of the document only.

Recommendation

That members review the documents and propose any changes as they see fit and that those changes are approved if they are deemed necessary.

Andrew Williams
Clerk and RFO
24.06.2024



Creech St Michael Parish Council

Policy Title	Somerset City Town and Parish Councils Code of Conduct
Policy Reference	B12
Applies to	Councillors, Employees and volunteers
Date Created	
Date Approved by Council	16th May 2022
Minute Reference	61
Author	Somerset Association of Local Councils
Review Cycle	Annually
Review Dates	01.07.2024



Somerset City Town and Parish Councils

Code of Conduct

Introduction

The Local Government Association (LGA) has developed this Model Councillor Code of Conduct, in association with key partners and after extensive consultation with the sector, as part of its work on supporting all tiers of local government to continue to aspire to high standards of leadership and performance. It is a template for councils to adopt in whole and/or with local amendments.

All councils are required to have a local Councillor Code of Conduct.

The LGA will undertake an annual review of this Code to ensure it continues to be fit-for-purpose, incorporating advances in technology, social media and changes in legislation. The LGA can also offer support, training and mediation to councils and councillors on the application of the Code and the National Association of Local Councils (NALC) and the county associations of local councils can offer advice and support to city, town and parish councils.

Definitions

For the purposes of this Code of Conduct, a “councillor” means a member or co-opted member of a local authority. A “co-opted member” is defined in the Localism Act 2011 Section 27(4) as “a person who is not a member of the authority but who

- a) is a member of any committee or sub-committee of the authority, or;
- b) is a member of, and represents the authority on, any joint committee or joint sub-committee of the authority;

and who is entitled to vote on any question that falls to be decided at any meeting of that committee or sub-committee”.

For the purposes of this Code of Conduct, “local authority” includes county councils, district councils, London borough councils, parish councils, city and town councils, fire and rescue authorities, police authorities, joint authorities, economic prosperity boards, combined authorities and National Park authorities.

Purpose of the Code of Conduct

The purpose of this Code of Conduct is to assist you, as a councillor, in modelling the behaviour that is expected of you, to provide a personal check and balance, and to set out the type of conduct that could lead to action being taken against you. It is also to protect you, the public, fellow councillors, local authority officers and the reputation of local government. It sets out general principles of conduct expected of all councillors and your specific obligations in relation to standards of conduct. The LGA encourages the use of support, training and mediation prior to action being taken using the Code. The fundamental aim of the Code is to create and maintain public confidence in the role of councillor and local government.

General principles of councillor conduct

Everyone in public office at all levels; all who serve the public or deliver public services, including ministers, civil servants, councillors and local authority officers; should uphold the [Seven Principles of Public Life](#), also known as the Nolan Principles.

Building on these principles, the following general principles have been developed specifically for the role of councillor.

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

- I act with integrity and honesty
- I act lawfully
- I treat all persons fairly and with respect; and
- I lead by example and act in a way that secures public confidence in the role of councillor.

In undertaking my role:

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

Application of the Code of Conduct

This Code of Conduct applies to you as soon as you sign your declaration of acceptance of the office of councillor or attend your first meeting as a co-opted member and continues to apply to you until you cease to be a councillor.

This Code of Conduct applies to you when you are acting in your capacity as a councillor which may include when:

- you misuse your position as a councillor
- Your actions would give the impression to a reasonable member of the public with knowledge of all the facts that you are acting as a councillor;

The Code applies to all forms of communication and interaction, including:

- at face-to-face meetings
- at online or telephone meetings
- in written communication
- in verbal communication
- in non-verbal communication
- in electronic and social media communication, posts, statements and comments.

You are also expected to uphold high standards of conduct and show leadership at all times when acting as a councillor.

Your Monitoring Officer has statutory responsibility for the implementation of the Code of Conduct, and you are encouraged to seek advice from your Monitoring Officer on any matters that may relate to the Code of Conduct. Town and parish councillors are encouraged to seek advice from their Clerk, who may refer matters to the Monitoring Officer. The Monitoring Officer will be able to advise on any matters that relate to the Code of Conduct.

Standards of councillor conduct

This section sets out your obligations, which are the minimum standards of conduct required of you as a councillor. Should your conduct fall short of these standards, a complaint may be made against you, which may result in action being taken.

Guidance is included to help explain the reasons for the obligations and how they should be followed.

General Conduct

1. Respect

As a councillor:

1.1 I treat other councillors and members of the public with respect.

1.2 I treat local authority employees, employees and representatives of partner organisations and those volunteering for the local authority with respect and respect the role they play.

Respect 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 robust but civil manner. You should not, however, subject individuals, groups of people or organisations to personal attack.

In your contact with the public, you should treat them politely and courteously. Rude and offensive behaviour lowers the public's expectations and confidence in councillors.

In return, you have a right to expect respectful behaviour from the public. If members of the public are being abusive, intimidatory or threatening you are entitled to stop any conversation or interaction in person or online and report them to the local authority, the relevant social media provider or the police. This also applies to fellow councillors, where action could then be taken under the Councillor Code of Conduct.

2. Bullying, harassment and discrimination

As a councillor:

2.1 I do not bully any person.

2.2 I do not harass any person.

2.3 I promote equalities and do not discriminate unlawfully against any person.

The Advisory, Conciliation and Arbitration Service (ACAS) characterises bullying as offensive, intimidating, malicious or insulting behaviour, an abuse or misuse of power through means that undermine, humiliate, denigrate or injure the recipient. 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 may not always be obvious or noticed by others.

The Protection from Harassment Act 1997 defines harassment as conduct that causes alarm or distress or puts people in fear of violence and must involve such conduct on at least two occasions. It can include repeated attempts to impose unwanted communications and contact upon a person in a manner that could be expected to cause distress or fear in any reasonable person.

Unlawful discrimination is where someone is treated unfairly because of a protected characteristic. Protected characteristics are specific aspects of a person's identity defined by the Equality Act 2010. They are age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation.

The Equality Act 2010 places specific duties on local authorities. Councillors have a central role to play in ensuring that equality issues are integral to the local authority's performance and strategic aims, and that there is a strong vision and public commitment to equality across public services.

3. Impartiality of officers of the council

As a councillor:

3.1 I do not compromise, or attempt to compromise, the impartiality of anyone who works for, or on behalf of, the local authority.

Officers work for the local authority as a whole and must be politically neutral. They should not be coerced or persuaded to act in a way that would undermine their neutrality. 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. However, 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.

4. Confidentiality and access to information

As a councillor:

4.1 I do not disclose information:

- a. given to me in confidence by anyone**
- b. acquired by me which I believe, or ought reasonably to be aware, is of a confidential nature, unless**
 - i. I have received the consent of a person authorised to give it;**
 - ii. I am required by law to do so;**
 - iii. the disclosure is made to a third party for the purpose of obtaining professional legal advice provided that the third party agrees not to disclose the information to any other person; or**
 - iv. the disclosure is:**
 - 1. reasonable and in the public interest; and**
 - 2. made in good faith and in compliance with the reasonable requirements of the local authority; and**
 - 3. I have consulted the Monitoring Officer prior to its release.**

4.2 I do not improperly use knowledge gained solely as a result of my role as a councillor for the advancement of myself, my friends, my family members, my employer or my business interests.

4.3 I do not prevent anyone from getting information that they are entitled to bylaw.

Local authorities must work openly and transparently, and their proceedings and printed materials are open to the public, except in certain legally defined 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 local authority must be treated in a confidential manner. Examples include personal data relating to individuals or information relating to ongoing negotiations.

5. Disrepute

As a councillor:

5.1 I do not bring my role or local authority into disrepute.

As a Councillor, you are trusted 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 you, other councillors and/or your local authority and may lower the public's confidence in your or your local authority's ability to discharge your/its functions. For example, behaviour that is considered dishonest and/or deceitful can bring your local authority into disrepute.

You are able to hold the local authority and fellow councillors to account and are able to constructively challenge and express concern about decisions and processes undertaken by the council whilst continuing to adhere to other aspects of this Code of Conduct.

6. Use of position

As a councillor:

6.1 I do not use, or attempt to use, my position improperly to the advantage or disadvantage of myself or anyone else.

Your position as a member of the local authority provides you with certain opportunities, responsibilities, and privileges, and you make choices all the time that will impact others. However, you should not take advantage of these opportunities to further your own or others' private interests or to disadvantage anyone unfairly.

7. Use of local authority resources and facilities

As a councillor:

7.1 I do not misuse council resources.

7.2 I will, when using the resources of the local authority or authorising their use by others:

- a. **act in accordance with the local authority's requirements; and**
- b. **ensure that such resources are not used for political purposes unless that use could reasonably be regarded as likely to facilitate, or be conducive to, the discharge of the functions of the local authority or of the office to which I have been elected or appointed.**

You may be provided with resources and facilities by the local authority to assist you in carrying out your duties as a councillor.

Examples include:

- office support
- stationery
- equipment such as phones, and computers
- transport
- access and use of local authority buildings and rooms.

These are given to you to help you carry out your role as a councillor more effectively and are not to be used for business or personal gain. They should be used in accordance with the purpose for which they have been provided and the local authority's own policies regarding their use.

8. Consideration of Advice

As a councillor:

8.1 I will, when reaching decisions on any matter, consider and pay due regard to any relevant advice provided to me by the Council's Responsible Finance Officer in accordance with their legal requirements.

8.2 I will give reasons for departing from the advice of the Responsible Finance Officer. It is extremely important for you as a councillor to have regard to advice from your Responsible Finance Officer where they give that advice under their statutory duties. As a councillor you must give reasons for all decisions in accordance with any legal requirements and any reasonable requirements imposed by your local authority.

9. Complying with the Code of Conduct

As a Councillor:

9.1 I will undertake Code of Conduct training provided by my local County Association (SALC) or by the Monitoring Officer.

9.2 I do not make trivial or malicious complaints against other councillors.

9.3 I cooperate with any Code of Conduct investigation and/or determination.

9.4 I do not intimidate or attempt to intimidate any person who is likely to be involved with the administration of any investigation or proceedings including the complainant and any witnesses.

9.5 I comply with any sanction imposed on me following a finding that I have breached the Code of Conduct.

It is extremely important for you as a councillor to demonstrate high standards, for you to have your actions open to scrutiny and for you not to undermine public trust in the local authority or its governance. If you do not understand or are concerned about the local authority's processes in handling a complaint you should raise this with your Monitoring Officer.

10. Protecting your reputation and the reputation of the local authority Interests

As a councillor:

10.11 register and disclose my interests.

Section 29 of the Localism Act 2011 requires the Monitoring Officer to establish and maintain a register of interests of members of the authority.

You need to register your interests so that the public, local authority employees and fellow councillors know which of your interests might give rise to a conflict of interest. The register is a public document that can be consulted when (or before) an issue arises. The register also protects you by allowing you to demonstrate openness and a willingness to be held accountable. You are personally responsible for deciding whether or not you should disclose 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 disclosed by you or other councillors when making or taking part in decisions, 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.

You should note that failure to register or disclose a disclosable pecuniary interest as set out in **Table 1**, is a criminal offence under the Localism Act 2011.

Appendix B sets out the detailed provisions on registering and disclosing interests. If in doubt, you should always seek advice from your Clerk or the Monitoring Officer.

11. Gifts and hospitality

As a councillor:

- 11.1 I do not accept gifts or hospitality, irrespective of estimated value, which could give rise to real or substantive personal gain or a reasonable suspicion of influence on my part to show favour from persons seeking to acquire, develop or do business with the local authority or from persons who may apply to the local authority for any permission, licence or other significant advantage.**
- 11.2 I register with the Monitoring Officer any gift or hospitality with an estimated value of at least £50 within 28 days of its receipt.**

In order to protect your position and the reputation of the local authority, 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 councillor. The presumption should always be not to accept significant gifts or hospitality. However, there may be times when such a refusal may be difficult if it is seen as rudeness in which case you could accept it but must ensure it is publicly registered. However, you do not need to register gifts and hospitality which are not related to your role as a councillor, such as Christmas gifts from your friends and family. It is also important to note that it is appropriate to accept normal expenses and hospitality associated with your duties as a councillor. If you are unsure, do contact your Clerk or Monitoring Officer for guidance.

Appendices

Appendix A – The Seven Principles of Public Life

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 disclose 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.

Appendix B Registering interests

Within 28 days of becoming a member or your re-election or re-appointment to office or within 28 days of your interests changing you must register with the Monitoring Officer the interests which fall within the categories set out in **Table 1 (Disclosable Pecuniary Interests)** which are as described in "The Relevant Authorities (Disclosable Pecuniary Interests) Regulations 2012". You should also register details of your other personal interests which fall within the categories set out in **Table 2 (Other Registerable Interests)**.

"Disclosable Pecuniary Interest" means an interest of yourself, or of your partner if you are aware of your partner's interest, within the descriptions set out in Table 1 below.

"Partner" means a spouse or civil partner, or a person with whom you are living as husband or wife, or a person with whom you are living as if you are civil partners.

1. You must ensure that your register of interests is kept up-to-date and within 28 days of becoming aware of any new interest, or of any change to a registered interest, notify the Monitoring Officer.
2. A 'sensitive interest' is an interest which, if disclosed, could lead to the councillor, or a person connected with the councillor, being subject to violence or intimidation.
3. Where you have a 'sensitive interest' you must notify the Monitoring Officer with the reasons why you believe it is a sensitive interest. If the Monitoring Officer agrees they will withhold the interest from the public register.

Non-participation in case of disclosable pecuniary interest

4. Where a matter arises at a meeting which directly relates to one of your Disclosable Pecuniary Interests as set out in **Table 1**, you must disclose the interest, not participate 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 disclose the nature of the interest, just that you have an interest. Dispensation may be granted in limited circumstances, to enable you to participate and vote on a matter in which you have a disclosable pecuniary interest.

Disclosure of Other Registerable Interests

5. Where a matter arises at a meeting which **directly relates** to the financial interest or wellbeing of one of your Other Registerable Interests (as set out in **Table 2**), you must disclose 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 disclose the nature of the interest.

Disclosure of Non-Registerable Interests

6. Where a matter arises at a meeting which **directly relates** to your financial interest or well-being (and is not a Disclosable Pecuniary Interest set out in Table 1) or a financial interest or well-being of a relative or close associate, you must disclose the interest. You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you 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 disclose the nature of the interest.
7. 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 relative or close associate; or
 - c. a financial interest or well-being of a body included under Other Registrable Interests asset out in **Table 2**

you must disclose the interest. In order to determine whether you can remain in the meeting after disclosing your interest the following test should be applied.

8. Where a matter (referred to in paragraph 8 above) **affects** the financial interest or well-being:
 - a. to a greater extent than it affects the financial interests of the majority of inhabitants of the parish affected by the decision and;
 - b. a reasonable member of the public knowing all the facts would believe that it would affect your view of the wider public interest

You may speak on the matter only if members of the public are also allowed to speak at the meeting. Otherwise you 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 disclose the nature of the interest.

In the event that your non-registerable interest relates to -

- (1) an unpaid directorship on a company owned by your authority or
- (2) another local authority of which you are a member,

subject to your declaring that interest, you are able to take part in any discussion and vote on the matter.

Table 1: Disclosable Pecuniary Interests

This table sets out the explanation of Disclosable Pecuniary Interests as set out in the [Relevant Authorities \(Disclosable Pecuniary Interests\) Regulations 2012](#).

Subject	Description
Employment, office, trade, profession or vocation	Any employment, office, trade, profession or vocation carried on for profit or gain.
Sponsorship	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 Trade Union and Labour Relations (Consolidation) Act 1992.
Contracts	Any contract made between the councillor or his/her spouse or civil partner or the person with whom the

	<p>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</p> <p>—</p> <p>(a) under which goods or services are to be provided or works are to be executed; and</p> <p>(b) which has not been fully discharged.</p>
Land and Property	<p>Any beneficial interest in land which is within the area of the council.</p> <p>'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.</p>
Licenses	Any licence (alone or jointly with others) to occupy land in the area of the council for a month or longer
Corporate tenancies	<p>Any tenancy where (to the councillor's knowledge)—</p> <p>(a) the landlord is the council; and</p> <p>(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.</p>
Securities	<p>Any beneficial interest in securities* of a body where—</p> <p>(a) that body (to the councillor's knowledge) has a place of business or land in the area of the council; and</p> <p>(b) either—</p> <p>(i) the total nominal value of the securities* exceeds £25,000 or one hundredth of the total issued share capital of that body; or</p> <p>(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</p>

	spouses/civil partners have a beneficial interest exceeds one hundredth of the total issued share capital of that class.
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* '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 Registrable Interests

You must register as an Other Registerable Interest :

- a) any unpaid directorships
- b) any body of which you are a member or are in a position of general control or management and to which you are nominated or appointed by your authority
- c) any body
 - (i) exercising functions of a public nature
 - (ii) directed to charitable purposes or
 - (iii) 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

Appendix C

Guidance on Bias and Predetermination –This does not form part of the Code of Conduct

- Where you have been involved in campaigning in your political role on an issue which does not impact on your personal and/or professional life, you may participate in a decision on the issue in your political role as a councillor. However, you must not place yourself under any financial or other obligation to outside individuals or organisations that might seek to influence you in the performance of your official duties.
- The courts have sought to distinguish between situations which involve predetermination or bias on the one hand and predisposition on the other. The former is indicative of a 'closed mind' approach and likely to leave a decision susceptible to challenge by Judicial Review. Whereas being predisposed on a matter is acceptable provided you remain open to listening to all the arguments and changing your mind in light of all the information presented at the meeting.
- Section 25 of the Localism Act 2011 provides that a councillor should not be regarded as having a closed mind simply because they previously did or said something that, directly or indirectly, indicated what view they might take in relation to any particular matter.
- In the circumstances, when making a decision, consider the matter with an open mind and on the facts made available to the meeting at which the decision is to be taken.
- As a councillor you will always be judged against an objective test of whether the reasonable onlooker, with knowledge of the relevant facts, would consider that you were biased. If you have predetermined your position, you should withdraw from being a member of the decision-making body for that particular matter.

Creech St Michael Parish Council

Policy Title	Health & Safety Policy
Applies to	Employees, Parish Councillors, contractors, volunteers
Policy Reference	B10
Date Created	26 th May 2023
Date Approved by Council	5 th June 2023
Minute Reference	12
Author	Clerk and RFO
Review Cycle	Annual
Review Dates	01.07.2024



1.0 Introduction

Creech St Michael Parish Council recognises it has statutory responsibilities under the Health and Safety Act 1974 to provide and maintain a safe and healthy environment for all its employees, Parish Councillors, contractors, volunteers and members of the public who may be affected by the activities of the Parish Council.

The Parish Council also recognises that its management of health and safety is an integral part of the way in which it will be judged on the delivery of its duties and responsibilities.

The Parish Council commits to provide, as far as is reasonably practicable.

- A safe place of work and a safe working environment.
- Sufficient information, instruction and training for employees, Parish Councillors, contractors and volunteers to carry out their duties safely.
- Ensure that it gives the necessary care and attention to health, safety, welfare and well-being of employees, Parish Councillors, contractors, volunteers and members of the public who may be affected by the Parish Council's activities.

The Parish Council is responsible for implementing this Policy and must ensure health and safety considerations are always given priority in planning and the operational supervision of work. All employees and volunteers and contractors are expected to fully co-operate in the application of this policy throughout the Parish Council's activities and must ensure that their own work, so far as is reasonably practicable, is carried out without risk to themselves or others.

2.0 Responsibility for Health and Safety

2.1 Health and Safety lead

The lead for Health and Safety within the Parish Council is the Clerk and RFO.

2.2 The Parish Council

The Parish Council has a specific responsibility for health and safety. Together with the Clerk and RFO, the Parish Council will ensure that the following responsibilities are met.

- Keep itself and its employees informed of relevant Health and Safety Policy legislation and any changes to legislation or best practice.
- Make effective arrangements to implement the Health and Safety Policy.
- Provide training and or instructions in health and safety related subjects to ensure that Parish Councillors, employees and volunteers are competent to carry out their health and safety responsibilities.
- That matters of Health and Safety are discussed at meetings of the Parish Council.
- That risk assessments are carried out at by competent individuals and are approved by the Parish Council and where necessary are reviewed regularly.

- That all Parish Council led activities and events and all assets that form part of the Parish Council's service delivery are subject to risk assessments.
- Maintain records of risk assessments.
- Make effective arrangements to ensure that Parish Councillors, employees, contractors or volunteers working for the Parish Council comply with all reasonable Health and Safety requirements.
- Make the Health and Safety Policy available to all Parish Councillors, employees, contractors and volunteers.
- Ensure that work activities undertaken by the Parish Council do not place members of the public at risk.
- Maintain a central record of notified accidents and significant events and when an accident or significant event occurs, take immediate action to prevent a recurrence or further accident and to complete the necessary accident reporting procedure.
- Ensure that reporting of notified accidents and significant events are reported to the appropriate authorities within the required timescales.
- Review the Health and Safety Policy and any accompanying policies at least once per year.
- Fully co-operate with any health and safety investigation by an external authority.

2.3 Employees, Parish Councillors, Contractors and Volunteers

Parish Council employees, Parish Councillors, Contractors and Volunteers are all individually responsible for their Health and Safety and will ensure that the following responsibilities are met.

- Cooperate fully with the aims and requirements of the Health and Safety Policy and comply with instructions for Health and Safety.
- Comply with the Health and Safety procedures described in any role-specific Risk Assessment.
- Conduct themselves and carry out their duties in a way that does not adversely affect their own Health and Safety, make use of the appropriate personal protective clothing and, where appropriate, ensure the First Aid materials are available.
- Take reasonable care for the Health and Safety of other people who may be affected by their activities.
- Report any accidents or significant events to the Clerk and RFO immediately or within 24 hours of the accident or significant event occurring.
- Not intentionally interfere with or remove safety guards, safety devices or other equipment provided for Health and Safety.
- Not misuse any plant, equipment, tools or materials so as to cause risks to Health and Safety.
- Only undertake duties that they are competent to carry out.
- Undertake any training and or instructions in health and safety related subjects to ensure that they are competent to carry out their health and safety responsibilities.

- Any person(s) who purchases or hires materials, equipment or contractors on behalf of the Parish Council must ensure that they are sourced from reputable sources who are capable of complying with the Health and Safety Policy.

3.0 Reporting

Under the requirements of the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR) 1995, any individual who is involved in an accident or significant event must report this to the Parish Council.

In the event of an incident involving a Parish Councillor, employee, volunteer, visitors, service user, event attendee or contractor, the Clerk and RFO must be notified immediately or as soon as reasonably practicable. The Clerk and RFO is responsible for recording the incident and preparing a report to be presented to the Chair of the Parish Council at the next ordinary Parish Council meeting. In exceptional circumstances, an Extraordinary meeting can be convened to deal with the matter.

Where required, accidents and near misses shall be investigated by the Clerk and RFO and remedial actions recommended to the Parish Council.

If equipment provided or owned by the Parish Council is damaged or faulty, it is the responsibility of the person(s) who identified the damage or fault to immediately return the equipment to the Parish Council for repair or replacement (Provision and use of Work Equipment Regulations 1998). If the equipment is lost or damaged through negligence, there is an onus on the person(s) to report such loss or damage immediately to the Clerk and RFO.

The Parish Council's Asset Register must be maintained and be available for inspection on request. Any serious defects or items that require attention must be acted upon immediately. A pictorial record of the Parish Council's assets is maintained and fixed assets are referenced using the What Three Words location mapping application. The Asset Register is reported to the Parish Council's insurers on an annual basis or when there are any significant changes.

A summary of near misses, accidents and significant events must be maintained and presented to the Annual Parish Council meeting by the Clerk and RFO.

Risk Assessment Form

The Parish Council use a risk assessment to determine the measures required to comply with statutory duty under the Health and Safety at Work Act 1974 and associated regulations by reducing the level of risk of incidents or accidents.

The risk assessment must examine what might cause harm and what is needed to avoid it and assesses the effectiveness of any control measures in place. Extra control measures can then be used on the basis that they are “reasonably practicable”.

One size does not fit all when it comes to risk assessments, as each event, activity and risk will differ. Individuals undertaking a risk assessment must understand the importance of tailoring risk assessments to match their risk profile in order to ensure that all affected personnel and activities are covered. Risk assessments should only be undertaken by someone who is competent to complete the task.

These five steps can be followed to ensure that a risk assessment is conducted thoroughly.

1. Identify the hazards.
2. Decide who might be harmed and how.
3. Evaluate the risks and decide on control measures.
4. Record your findings and implement them.
5. Review your assessment and update if necessary.

Follow these five steps and complete the Risk Assessment Form. Both Part A and Part B of this form must be completed in full and submitted to the Clerk and RFO of the Parish Council.

Part A - Assessment Details

Area/Task/Activity/Place Being Assessed:

Location:

Assessor Name:

Signature:

Date of Assessment: / /20

Parish Council Representative:

Signature:

Date of Approval: / /20

Comments:

Part B - Hazard Identification and Control Measures

What is the hazard?	What risk(s) does this present?	Who might be harmed and how?	Is the likelihood of this risk occurring High/Med/Low?	What measures are in place to minimise the impact of the risk?	What further measures must be put in place?

Creech St Michael Parish Council

Policy Title	Safeguarding Policy
Applies to	All Parish Council Employees, Members, Volunteers, Contractors and Service Users
Policy Reference	B6
Date Created	1 st June 2023
Date Approved by Council	3 rd July 2023
Minute Reference	10
Author	Clerk and RFO
Review Cycle	Annual
Review Dates	01.07.2024



1.0 Introduction

Creech St Michael Parish Council acknowledges the duty of care to safeguard and promote the welfare of children and vulnerable adults using or receiving services provided or commissioned by the Parish Council. The purpose of this Policy is to protect and promote the welfare of the children and adults using or receiving services provided or commissioned by Creech St Michael Parish Council and support the Council, its officers, elected and co-opted members and volunteers in fulfilling their statutory responsibilities.

Creech St Michael Parish Council is not a Children's Services Authority and it is not the role of the Parish Council to investigate allegations of abuse. However, all members, employees, volunteers, contractors and contracted service providers have a clear responsibility to act when they suspect or recognise that a child or vulnerable adult may be a victim of harm or abuse.

If there are concerns that a child or vulnerable adult may be at risk of immediate harm, call 999 and report this to the Police.

This policy has been developed using guidance from the NSPCC and the Local Government Association.

2.0 Definitions

2.1 Children and Vulnerable Adults

A child is anyone under the age of 18 years.

A vulnerable Adult is anyone over 18 who is:

- Unable to care for themselves.
- Unable to protect themselves from significant harm or exploitation.
- May need or be receiving community care services.

2.2 Types of Abuse

Everybody should be aware of the different types of abuse, everybody should be concerned by any action or inaction, which significantly harms the physical and/or emotional development of a child or vulnerable adult. Abuse falls into four main categories and can include child sexual exploitation and female genital mutilation:

- Physical abuse (for example hitting, pushing, shaking, misusing medication).
- Sexual abuse (for example rape, sexual assault).
- Emotional or psychological abuse (for example threats of harm or abandonment humiliation, controlling, intimidation).
- Neglectful abuse (for example ignoring medical or physical care needs).

Abuse can also be:

- Mistreatment that violates a person's human and civil rights.
- Treating someone with disrespect in a way which significantly affects the person's quality of life, to causing actual physical suffering.
- Domestic (for example controlling, coercive or threatening behaviour, 'honour' based violence, female genital mutilation, forced marriage).
- Self-neglectful (for example neglecting to care for one's personal hygiene or health).
- Discriminatory (for example abuse based on race, sexuality or a person's disability).
- Modern slavery (for example forced labour, debt bondage, sexual exploitation) organisational abuse.

3.0 Application of this Policy

Safeguarding is about protecting the safety, independence, and wellbeing of people at risk of abuse, and is everybody's responsibility. This policy applies to anyone working for or on behalf of Creech St Michael Parish Council whether in a paid, voluntary or commissioned capacity, for example contracted to do a piece of work. This policy also applies to any individual or group hiring, leasing or using the Parish Council's facilities for the purpose of delivering any service to children or vulnerable adults.

This policy should also be read in conjunction with other Parish Council policies and procedures, in particular the Equal Opportunities, Grievance Policy and Procedure and Whistleblowing policies, Health and Safety Policy and the Freedom of Information Policy.

Assessing whether children or adults are experiencing abuse is the responsibility of professionals within the local authority. Creech St Michael Parish Council's role is therefore not to assess whether or not abuse has taken place, but to safeguard by informing the local authority if information becomes known to the Parish Council that could indicate that abuse may have taken place, or that a child or vulnerable adult is at risk of abuse.

4.0. Good Practice Guidelines

Everybody working in direct or indirect contact with young people and vulnerable adults must abide by the guidelines noted below.

It is possible to reduce situations where abuse may occur and below are specific examples of the care which should be taken when working with children or vulnerable adults.

- Treat all children and people with dignity and respect.
- Provide an example for good conduct that others can follow.
- Challenge unacceptable behaviour e.g., bullying and report allegations/suspicions of abuse.
- Ensure that, when possible there is more than one adult present during activities with children and or vulnerable adults, or at least be within sight or hearing of others.

- Respect the right of children and vulnerable adults to personal privacy.
- Encourage children and vulnerable adults to feel comfortable enough to point out attitudes or behaviours they do not like.
- Remember that someone else might misinterpret certain actions, no matter how well intentioned.
- Be aware that any physical contact with a child or vulnerable adult may be misinterpreted.
- Recognise that special caution is required when discussing sensitive issues with children or vulnerable people.
- Always operate within Creech St Michael Parish Council's Code of Conduct, principles, guidance, policies, and procedures.
- Avoid inappropriate or unwarranted physical or verbal contact with children or vulnerable adults.
- Do not either exaggerate or trivialise any abuse issues or concerns.
- Do not rely on your good name or that of Creech St Michael Parish Council to protect you.
- Ever believe 'it could never happen here'.
- Never take a chance when common sense, policy or practice suggests another more prudent approach.

5.0 Responsibilities

Safeguarding Officer

- Creech St Michael Parish Council delegates overall responsibility for safeguarding to the Clerk and RFO who fulfils the role of Safeguarding Officer.
- The Safeguarding Officer should ensure that necessary reports on safeguarding issues are reported to Somerset Council.
- The Safeguarding Officer is responsible for implementing arrangements for safeguarding the welfare of children and vulnerable adults at risk throughout the Parish Council.
- The Safeguarding Officer is responsible for dealing with all instances relating to safeguarding children or vulnerable adults at risk that arise within the Parish Council.

Employees, Councillors, Volunteers, Contractors and Contracted Service Providers

All Employees, Councillors, Volunteers, Contractors and Contracted Service Providers have a duty to promote the welfare of children and vulnerable adults. It is everybody's responsibility to recognise the signs of, and to report abuse wherever it is seen, suspected, or disclosed. Employees and Councillors must also respond appropriately to any disclosure and take any immediate action necessary to protect children and adults at risk.

6.0 Confidentiality and Information Sharing

Creech St Michael Parish Council employees and members have a responsibility to share information about children and vulnerable adults if that information may indicate that the child or vulnerable adult is experiencing abuse.

If a disclosure is made to an employee, or an employee has a concern about the welfare of a child or vulnerable adult, the employee should follow the procedure in the event of a disclosure or safeguarding concern, as set out in appendix 1. This includes ensuring that the person making a disclosure is aware that the employee may need to share the information and cannot promise confidentiality.

Information should only be shared on a strictly need-to-know basis. This means:

- The employee who receives the information should inform the Safeguarding Officer on the same working day. If the member of staff who receives the information is the Safeguarding Officer, they should inform the Chair of Parish Council or in their absence the Vice Chair of Parish Council.
- The Safeguarding Officer and the member of staff will discuss the concern and decide whether to inform the relevant Safeguarding Team at Somerset Council. The decision about whether to make a referral should be based on:
 - The welfare of the child or vulnerable adult is paramount. Protecting the welfare of the person who may be experiencing abuse should be the only consideration when deciding whether a referral is needed.
 - If the Safeguarding Officer and/or the other member of staff is in any doubt as to whether a referral is needed, a referral should be made.
 - It is not the role of Creech St Michael Parish Council employees to assess whether abuse has taken place. A referral should be made if information is known that indicates that abuse may have taken place.
- In the event of a disclosure, efforts should be made to get informed consent from the person making the disclosure before a referral is made to the Local Safeguarding Team. However, a referral may be made without consent if the person does not give consent and there are concerns about the welfare of a child or vulnerable adult.
- Information should not be shared with other Creech St Michael Parish Council employees or Councillors as a matter of course. Any information that is shared should be on a strictly need-to-know basis and kept to a minimum.
- In the event of a disclosure, the person who made the disclosure should be kept informed about what information has been shared and with whom.

7.0 Record Keeping

In the event of a disclosure or safeguarding concern, a detailed written record must be made by the person who receives the information, as soon as possible, and always on the same day. These records must be stored securely, in a locked drawer or password protected file, indefinitely. Access to this record must only be granted on a need-to-know basis.

8.0 Use of Video and Photography

The use of photographs and video images of vulnerable adults and children will be controlled to prevent possible misuse. Written validation of consent from the subject(s) and their parent(s), guardian(s) or carer(s) before any images can be used must be obtained prior to publication or use.

9.0 Reporting a Concern

Concerns should be reported by the Safeguarding Officer to Somerset Council on 0300 123 2224. In an emergency contact the Police by calling 999.

Appendix 1.

Procedure in the event of a disclosure or safeguarding concern.

It is important that children, young people and vulnerable adults are protected from abuse. All complaints, allegations or suspicions must be taken seriously, including those received anonymously. This procedure must be followed by employees and parish council members whenever a disclosure of abuse is made or when there is a suspicion of abuse.

1. In the event of a disclosure:

- Reassure the person concerned.
- Listen to what they are saying.
- Record what you have been told/witnessed as soon as possible.
- Remain calm and do not show shock or disbelief.
- Tell them that the information will be treated seriously.
- Do not start to investigate or ask detailed or probing questions. Only ask questions to clarify the basic facts of what they are already telling you.
- Do not promise to keep it a secret.

2. Make Sure the individual is safe.

If the person is in immediate danger, the police or ambulance must be called straight away on 999. Ensure prompt action is taken to minimise the risk of harm from any further abuse, maltreatment, or neglect. This is particularly important if:

- The person remains in or is about to return to the place where the alleged abuse occurred.
- The alleged abuser is likely to have access to the person or others who might be at risk.

3. Record the information

Make a full record of the disclosure, allegation, or incident as soon as possible, within one working day.

4. Report to Safeguarding Officer

Report the disclosure or concern to the Safeguarding Officer immediately or as soon as possible within one working day. In the first instance this may need to be done verbally. If the Safeguarding Officer is unavailable, report to the Parish Council Chair or Vice Chair. Do not report the information to other employees or members.

5. Support the individual

Keep in contact with the person who made the disclosure, or you have the concern about, and ensure they know they can contact you again. Ask for their permission before sharing information, but make sure they know you may have to share it without permission. Keep them informed about who the information has been shared with.

PAYMENTS LIST

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
50	Utilities (Electricity)	11/06/2024		Unity Trust Bank		Electricity Charges	EDF	L	8.34	0.42	8.76
51	Utilities (Electricity)	11/06/2024		Unity Trust Bank		Electricity Charges	EDF	L	69.00	3.45	72.45
53	Internal Audit	11/06/2024		Unity Trust Bank		Audit Fees	Other Payments	E	170.00		170.00
54	Security	11/06/2024		Unity Trust Bank		Charge for Security Services	Walford Security Ltd	S	119.00	23.80	142.80
52	CCTV Purchase	11/06/2024		Unity Trust Bank		CCTV Equipment	CCTV Kits	S	1,133.08	226.62	1,359.70
62	Cleaning	17/06/2024		Unity Trust Bank		Bus Shelter Cleaning	Reflections	E	75.00		75.00
63	Venue Hire	19/06/2024		Unity Trust Bank		Room Hire Charges	Creech St Michael Village H	E	76.00		76.00
Total									1,650.42	254.29	1,904.71

PAYMENTS LIST

Vouche	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
56	Bank Charges	03/06/2024		SOLDO Debit card		Bank Charges	SOLDO Software Limited	S	18.00	3.60	21.60
57	General Administration Expens	05/06/2024		SOLDO Debit card		Stationery Items	Sainsbury's Supermarkets I	E	5.00		5.00
58	Other Events	06/06/2024		SOLDO Debit card		Advertisement	Meta Platforms Ireland Lim	E	12.00		12.00
59	Postage	07/06/2024		SOLDO Debit card		Postage	Royal Mail Group Ltd	E	41.65		41.65
60	Other Events	15/06/2024		SOLDO Debit card		Advertisement	Meta Platforms Ireland Lim	E	7.81		7.81
Total									84.46	3.60	88.06

RECEIPTS LIST

Vouche	Code	Date	Minute	Bank	Receipt No	Description	Supplier	VAT Type	Net	VAT	Total
6	Lottery	11/06/2024		Unity Trust Bank		Lottery Sales Income	West Somerset Lottery	E	4.00		4.00
7	Utilities (Electricity)	19/06/2024		Unity Trust Bank		Concession Fee	Cafe Finch	L	48.80	2.44	51.24
7	Utilities (Electricity)	19/06/2024		Unity Trust Bank		Concession Fee	Cafe Finch	L	45.93	2.30	48.23
7	Utilities (Electricity)	19/06/2024		Unity Trust Bank		Concession Fee	Cafe Finch	L	31.58	1.58	33.16
7	Rental Charges	19/06/2024		Unity Trust Bank		Concession Fee	Cafe Finch	S	39.91	7.98	47.89
7	Rental Charges	19/06/2024		Unity Trust Bank		Concession Fee	Cafe Finch	S	38.16	7.63	45.79
7	Rental Charges	19/06/2024		Unity Trust Bank		Concession Fee	Cafe Finch	S	36.63	7.33	43.96
8	Rental Charges	21/06/2024		Unity Trust Bank		Miscellaneous Charges	Cash Sales	S	41.67	8.33	50.00
								Total	286.68	37.59	324.27

Item 17.

Memorandum of Understanding

1.0 Introduction

Aboricare Ltd were appointed by the Parish Council to undertake a full survey of the tree population within the boundary of the Recreation Park at Creech ST Michael.

The Park was surveyed on 12 June 2024 and a report of the survey received on 24 June 2024.

The Parish Council is liable for the management of all tree stock within the boundary of the Recreation Park, including taking steps to remove or reduce any damaged or diseased trees that pose a risk to property or person.

3.0 Main Findings of the Report

There are 61 trees identified within the boundary of the Recreation Park. Of these, 9 are identified as being in poor condition, requiring work to mitigate risk within the next six months. These have been highlighted within the report. The estimated cost of works to these trees is £1,655.00 plus VAT.

A further 28 trees are reported in fair condition with 17 recommended for work at a cost of £1,625.00. Of the trees assessed to be in good condition, 3 are identified as needed work at a cost of £445.00 plus VAT.

4.0 Recommendation

That members note the report and await a proposal to undertake the urgent works. It should be noted that no budget is allocated for this work and as a result a paper will be presented to the Finance Committee for consideration of a reallocation of budget funds and reserves to allow the most urgent works to be undertaken.

Andrew Williams
Clerk and RFO
24.06.2024

TREE REPORT

TITLE

Recreation Park, Creech St Michael

INSPECTED BY;

COLIN INDER AA Tech Cert. Tech Arbor A.

ARBORICARE LTD

NEW RENDY FARM

OAKE

TAUNTON

SOMERSET

TA4 1BB

INSTRUCTED BY

Mr Williams

DATE

June 2024

TREE REPORT

SUMMARY

1.0 INSTRUCTIONS

1.1 I was instructed by Mr Williams to carry out a tree inspection of the trees within the grounds of the Recreation Park at Creech St Michael. I was asked to report on the following.

- A) Health, safety, and overall condition of the trees.
- B) Make recommendations regarding any future management needs.

REPORT LIMITATIONS

- 1.2 An inspection was carried out at ground level.
- 1.3 The inspection was carried out using visual methods.
- 1.4 All measurements are in metres (m) and centimetres (cm) and millimetres (mm) and are approximate.
- 1.5 Words written in *italic* please refer to the Glossary.
- 1.6 Trees are living organisms whose health and condition can change rapidly, the health, condition and safety of trees should be checked on a regular basis, preferably once a year. The conclusions and recommendations in this report are only valid for a period of one year. This period of validity may be reduced in the case of any change in conditions to the tree, or in proximity to the tree.

2.0 INTRODUCTION

- 2.1 The trees were inspected on the 12th June 2024 conditions were overcast.
- 2.2 It is not known if the trees are covered by *Tree Preservation orders* or situated within a *Conservation Area*
- 2.3 The trees are of mixed deciduous species.
- 2.4 The trees are within a car park area and several foot paths run through and beside the trees. These are consider *Targets*

3.0 CONCLUSION.

The site is a large recreational area with sports area and Play Park for public use. The majority of the trees are growing beside and over the pathways and boundary to the M5 motorway.

Please see attached findings and work recommendations.

4.0 FINDINGS

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
T1	Cherry trees T1-T7	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging branches	Normal	Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Remove deadwood and stubs		75					Numerous pruning stubs minor and some major deadwood present. Remove dead wood and stubs. 1hr each.
T2	Cherry	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging branches	Normal	Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Remove deadwood and stubs		75					"
T3	Cherry	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging branches	Normal	Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Remove deadwood and stubs		75					"
T4	Cherry	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging branches	Normal	Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Remove deadwood and stubs		75					"
T5	Cherry	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging branches	Normal	Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Stubs		75					"
T6	Cherry	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging	Normal	Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Stubs		75					"

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	branches	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment	
T7	Cherry	9	Mature	Fair	Wounding/minor and major deadwood. Stubs overhanging branches	Normal		Damage to buttress roots	Old pruning wounds; Bark wounds	Remove	Stubs	6m nth	75						"
G8	Ash	14	Semi-mature	Fair	Apical die back;Major dead wood	25% dead / absent	No visual defects		Ivy covered	No Action	No Action	6m nth							Group of three neighbouring ash trees. Stage 2 ADB.
T9	Ash	14	Semi-mature	Fair	Minor dead wood;Major dead wood;Apical die back;Weak fork	25% dead / absent	No visual defects		Ivy covered	Remove	Remove major dead wood	6m th	75						
T10	Ash	14	Semi-mature	Fair	Minor dead wood;Major dead wood;Apical die back;Weak fork	25% dead / absent	No visual defects		Ivy covered	Remove	Remove major dead wood	6m th	75						Weak fork.
T11	Maple	13	Mature	Poor	Major dead wood;Stubs;Tight union;Old pruning wounds	Small / sparse	No visual defects		Fungus or decay;Cracked / included bark;Old pruning wounds	Remove	Major dead wood	6m th	75						
T12	Ash	14	Mature	Poor	Major dead wood;Apical die back	25% dead / absent	No visual defects		Ivy covered	Fell	Fell to ground level	6m th	225						Ash ADB stage 3. Within falling distance of motorway.

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
T13	Oak	6	Semi-semi mature	Good					No Action								
T14	Ash	15	Mature	Poor	Apical dieback	S25% dead/absent	No visual defects		Fell	Fell to ground level		280					ADB stage 3 within falling distance to the motorway
T14	Maple	13		Fair	Tight union	Normal	No visual defects	Bark wounds;Multi stemmed;Tight union	No action								
T15	Ash	13		Fair	Minor dead wood;Major dead wood	Normal	No visual defects	Bark wounds;Old pruning wounds;Epicormic growths	No action								
T16	Maple	14		Good	No visual defects	Normal	No visual defects	Bifurcated;Tight union;Old pruning wounds	No Action								
T17	Oak	7		Fair	Low hanging branches	Normal	No visual defects	Epicormic growths	No action								Crown biased due to larger tree over topping oak.

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
T18	Maple	14		Good					No action								
T19	Poplar	12		Fair	Low hanging branches	Normal		Leaning	No action								A semi mature tree leaning over the footpath.
T20	Maple	13		Good					No action								
T21	Maple	10		Good					No action								
T22	Walnut	12		Good					No action								
T23	Maple	14		Good					No action								
T24	Maple	12		Good					No action								
T25	Oak	7	Young	Poor				Major cavities;Leaning;Bark wounds	Fell	Fell to ground level	6mth	75					Poor specimen tree. Fell tree to ground level
T26	Hazel	6		Good				Multi stemmed	No action								

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
G27	Maple	14		Good					No action								Four field maple trees. All very similar condition.
T28	Oak	15		Fair	Major dead wood;Low hanging branches	Normal	No visual defects	Ivy covered;Leaning	Remove	Major dead wood and raise low canopy	6 Months	75					Remove deadwood throughout. Crown raise .
G29	A Group	15		Fair	Minor dead wood;Low hanging branches	Normal	No visual defects	Leaning;Ivy covered	No action								Group of mainly self-set cherry trees, one mature oak and two young oak trees. No actions required at present
T30	Poplar	18		Dangerous	Major dead wood	Small / sparse	Root damage /lack of root buttressing.	Stress marks / slime flux;Leaning	Fell	Fell to ground level		700					Falling distance to motorway. Root damage possibly when constructing pathway. Fell tree to ground level
T31	Ash	18		Fair	Major dead wood	Normal	Soil compaction;Trenching / excavations	Bark wounds	Remove	Major dead wood	3 Months	160					Possible root damage and soil compaction due to construction of foot path over root zone.
T32	Ash	18		Good					No action								

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
T33	Prunus	16		Fair	Major dead wood	Normal	No visual defects	Bark wounds;Old pruning wounds;Minor cavities	Remove deadwood	Major deadwood removal	3 months	75					
T34	Prunus	14		Good					No action								
T35	Ash	16		Fair	Major dead wood	25% dead / absent	No visual defects	Ivy covered	Remove	Major deadwood removal	3 Months	135					Ash with stage 2 ADB. Major deadwood over path.
T36	Ash	16		Fair	Major dead wood	25% dead / absent	No visual defects	Ivy covered	Remove	Major deadwood removal	3 Months	135					Ash with stage 2 ADB. Major deadwood over path.
T37	Beech	13		Fair	No visual defects	Normal	No visual defects	Old pruning wounds;Bark wounds	No action								
T38	Horse Chestnut	15		Good	Minor dead wood;Old pruning wounds	Normal	No visual defects	Stress marks / slime flux	No action								
T39	Ash	20		Fair	Major dead wood;Apical die back	25% dead / absent	No visual defects	Bark wounds	Remove	Major deadwood removal and remove faulted limbs/branch	3 Months	220					Ash with ADB stage 2/3. Split branch and major deadwood over the footpath.

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment	
T40	Horse Chestnut	14		Fair	Minor dead wood;Cavities	Normal	No visual defects	Bifurcated;Str ess marks / slime flux	No action									
T41	Oak	14		Good		Normal	No visual defects		No Action									
T42	Ash	15		Poor	Major dead wood;Weak fork	Normal	No visual defects	Old pruning wounds	Remove	Major dead wood	3 Months	75						
T43	Ash	14		Fair	Major dead wood	Normal	No visual defects	Old pruning wounds	Remove	Major dead wood	3 Months	75						
T44	Oak	14		Poor	Major dead wood;Damage / wounding	Normal	No visual defects	Old pruning wounds;Epico rmic growths	Remove	Remove majore deadwood and faulted branch/li mbs	3 Months	150						
T45	Oak	14		Good					No action									
T46	Maple	12		Good					No action									
T47	Ash	14		Poor	Apical die back;Major dead wood	25% dead / absent	No visual defects	Old pruning wounds	Remove	Major dead wood	3 Months	75						ADB stage 2/3. Small hanging branch in crown and numerous dead branches.

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
T48	Alder	10		Good	Minor dead wood	Normal			No action								
T49	Oak	10		Good					No action								
T50	Ash	12		Fair	Minor dead wood; Damage / wounding	Normal	No visual defects	Bark wounds; Old pruning wounds	Remove	Major dead wood	3 Months	75					
T51	Oak	11		Good					No action								
T52	Maple	11		Poor	Apical die back	Discolouration; Small / sparse	No visual defects	No visual defect	No action								
T53	Ash	11		Fair	Apical die back; Minor dead wood		No visual defects	Bark wounds; Fungus or decay	No action								
T54	Maple	11		Good	Apical die back	Discolouration; Small / sparse	No visual defects	No visual defect	No action								
T56	Poplar	22		Good	No visual defects	Normal	No visual defects	Epicormic growths	No action								
T55	Maple	10		Good	Apical die back	Discolouration; Small / sparse	No visual defects	No visual defect	No action								

Tree Report Creech St Michael Recreation Park

June 24

Tree ID	Tree Type	Height (m)	Maturity	Overall	Branches	Leaf/Buds	Roots	Stem	Work Category 1	Work Item 1	Priority 1	Cost 1 excl VAT	Work Category 2	Work Item 2	Priority 2	Cost 2 Excl VAT	Comment
T57	Poplar	22		Good	Minor dead wood;Ivy in crown	Normal	No visual defects	Ivy covered	Remove	Ivy	3 Months	75					
T58	White poplar	22		Good	Minor dead wood;Ivy in crown/old faulted wound	Normal	No visual defects	Ivy covered/over hanging play equipment	Reduce	Reduce canopy towards the playequipment by 2m	3 Months	220					Reduce by 2m branches towards the play equipment
T59	White poplar	22		Good	Minor dead wood;Ivy in crown/old faulted wound	Normal	No visual defects	Ivy covered/over hanging play equipment	Reduce	Remove major deadwood	3 Months	150					
T60	Ash	20		Fair	Apical die back;Minor dead wood		No visual defects	Bark wounds;Fungus or decay	No action								ADB Stage 2
T61	Ash	19		Fair	Apical die back;Minor dead wood		No visual defects	Bark wounds;Fungus or decay	No action								ADB Stage 2

5.0 General considerations

Before undertaking any works to the tree, it is advisable to check with the local planning authority to determine whether the trees are covered by a **Tree Preservation Order** (TPO) or whether they are within a Conservation Area. Planning consent is required to carry out works to a tree covered by a TPO. Six weeks' notice of intent will be required to carry out works to a tree within a **Conservation Area**.¹

Recommended tree works should be carried out by a Arboricultural Association Approved Contractor working to a minimum standard of **BS 3998:2010**

This report is for the sole use of the above named client and refers to only those trees identified within; use by any other person(s) in attempting to apply its contents for any other purpose renders the report invalid for that purpose.

Signed _____ *Colin Inder* _____ Date 18th June 2024 _____.

ABOUT THE TREE AUTHOR.

I have been working as an arboriculturist for 33 years, employing 8 staff at present. We carry out a range of Arboricultural tasks including tree inspections on a regular basis. I attained the Royal Forestry Certificate in Arboriculture in 1995 at Kingston Maurward College in Dorset. I hold an Arboricultural Associations Technicians Certificate and I have completed the LANTRA professional tree inspector's course.

REFERENCES

Occupiers Liability act 1957&1984

Diagnosis of Ill Health in Trees, Strouts & Winter 1994

The Body Language of Trees, Mattheck & Breloer 1994

Modern Arboriculture, Alex L. Shigo 1991

A New Tree Biology, Alex L. Shigo 1986

Mushrooms and other fungi of Great Britain& Europe, Roger Phillips 1981

British Standard Recommendations for Tree work, BS3998:1989

Principles of Tree Hazard Assessment & Management, Lonsdale 1999

Tree Preservation Orders a Guide to Good Practice. DETR 2000

Bats & Trees, The Bat Conservation Trust, Tel 01716278822

Veteran Trees: A guide to good management, Helen read 2000

Glossary

Targets: In tree hazard assessments persons or property or other things of value which might be harmed by mechanical failure of the tree or parts falling from it.

Tree preservation order; A specific instrument to protect amenity trees and woodland.

Conservation area; A protection order that allows the local planning authority 6 weeks to place a TPO on a tree.

BS 3998; A set of recommendations for tree works issued by the British standards institution. also a term sometimes used to describe the occluding tissues around a wound.

Arboricultural Association Approved Contractor: A quality assured tree care business that is regularly assessed for health and safety procedures, office and business practices, including customer care as well as their quality of work by the Arboricultural Association (AA). They will display the AA approved Contractor logo. Check the contractor's approval on the AA website www.trees.org.uk via find a tree surgeon.

APPENDIX II PICTURES

Cherry Trees T 1- T7 and detail of stumps.



Cherry stumps



G8 Neighbouring Ash group



Trees along the boundary beside the M5 motorway.



T11 Maple.



T30 Poplar tree. Detail of root buttressing



Ash, Beech and Horse Chestnut trees either side of the path



T39 Ash with faulted limb.



T44 Oak with faulted limb.



T47 Ash tree.



7.0 LOCATION MAP

*Arboricare Ltd, New Rendy farm, Oake, Taunton, Somerset TA4 1BB
Tel 01823 462972 Mob 07831108445 Co Reg No 574952*



Creech St Michael Parish Council

Summary of Receipts and Payments

24 June 2024 (2024-2025)

All Cost Centres and Codes

Administration

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
3001	General Administration Expense:				1,500.00	275.17	1,224.83	1,224.83 (81%)
3002	Venue Hire				1,000.00	202.50	797.50	797.50 (79%)
3003	Internal Audit				200.00	170.00	30.00	30.00 (15%)
3004	External Audit				450.00		450.00	450.00 (100%)
3005	Membership & Subscription Fee:				1,500.00	15.00	1,485.00	1,485.00 (99%)
3006	Bank Charges				400.00	54.00	346.00	346.00 (86%)
3007	Printing				300.00		300.00	300.00 (100%)
3008	External Communications (Non I				200.00		200.00	200.00 (100%)
3009	External Communications (News	100.00		-100.00	1,000.00	180.00	820.00	720.00 (65%)
3010	Postage				50.00	43.00	7.00	7.00 (14%)
3011	Website Hosting				200.00		200.00	200.00 (100%)
3012	Planning Support				2,000.00		2,000.00	2,000.00 (100%)
3013	Sub Contracted Staff							(N/A)
3014	Other Income							(N/A)
3015	Lottery	60.00	13.00	-47.00				-47.00 (-78%)
3016	VAT		1,619.83	1,619.83				1,619.83 (N/A)
3017	Mobile Phone Charges				250.00	31.65	218.35	218.35 (87%)
3018	Langaller Park Support				5,000.00		5,000.00	5,000.00 (100%)
SUB TOTAL		160.00	1,632.83	1,472.83	14,050.00	971.32	13,078.68	14,551.51 (102%)

Allotments

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
7001	Rental	800.00		-800.00	800.00		800.00	(0%)
SUB TOTAL		800.00		-800.00	800.00		800.00	(0%)

Burial Ground

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
10001	Burial Ground				685.00		685.00	685.00 (100%)
SUB TOTAL					685.00		685.00	685.00 (100%)

Bus Stops

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
11001	Cleaning				350.00	150.00	200.00	200.00 (57%)
11002	Maintenance				200.00		200.00	200.00 (100%)
SUB TOTAL					550.00	150.00	400.00	400.00 (72%)

Creech St Michael Parish Council

Summary of Receipts and Payments

24 June 2024 (2024-2025)

All Cost Centres and Codes

Canal Car Park

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
6001	Maintenance				1,500.00	575.00	925.00	925.00 (61%)
6002	Security					140.98	-140.98	-140.98 (N/A)
SUB TOTAL					1,500.00	715.98	784.02	784.02 (52%)

Capital Expenditure

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
12001	Tools							(N/A)
12002	Waste Bin Installation							(N/A)
12003	Other				8,500.00		8,500.00	8,500.00 (100%)
SUB TOTAL					8,500.00		8,500.00	8,500.00 (100%)

CIL

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
16001	Pavilion Refurbishment							(N/A)
16003	CIL Receipts		5,319.94	5,319.94				5,319.94 (N/A)
16004	CCTV Purchase					1,133.08	-1,133.08	-1,133.08 (N/A)
SUB TOTAL						5,319.94	5,319.94	4,186.86 (N/A)

Events

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
15001	PiP Ticket Sales							(N/A)
15002	PiP Event Sales							(N/A)
15003	PiP Concession Fees							(N/A)
15004	PiP Expenditure Event Costs							(N/A)
15005	PiP Other Events							(N/A)
15010	Christmas Fayre				300.00		300.00	300.00 (100%)
15011	Easter Fayre				300.00		300.00	300.00 (100%)
15012	Other Events				1,000.00	275.58	724.42	724.42 (72%)
SUB TOTAL					1,600.00	275.58	1,324.42	1,324.42 (82%)

Grants

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
13001	Community Development Fund C				3,000.00		3,000.00	3,000.00 (100%)
13002	S137 Grants				1,500.00	200.00	1,300.00	1,300.00 (86%)
14003	Donations & Grants							(N/A)
17002	Parish Grant							(N/A)

Creech St Michael Parish Council
Summary of Receipts and Payments

24 June 2024 (2024-2025)

All Cost Centres and Codes

SUB TOTAL		4,500.00	200.00	4,300.00	4,300.00 (95%)
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Highways

	Receipts			Payments			Net Position
	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
19001 Maintenance				3,000.00		3,000.00	3,000.00 (100%)
19002 SID Site Installation				2,000.00		2,000.00	2,000.00 (100%)
19003 Shared Costs Highways Warden				20,000.00		20,000.00	20,000.00 (100%)
SUB TOTAL				25,000.00		25,000.00	25,000.00 (100%)

Insurance

	Receipts			Payments			Net Position
	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
4001 Insurance Premium				4,200.00		4,200.00	4,200.00 (100%)
SUB TOTAL				4,200.00		4,200.00	4,200.00 (100%)

Payroll

	Receipts			Payments			Net Position
	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
1001 Salaries				50,180.99	5,825.14	44,355.85	44,355.85 (88%)
1002 Tax & NI				2,931.77	2,902.82	28.95	28.95 (0%)
1003 Pension Contributions				1,011.48	353.96	657.52	657.52 (65%)
SUB TOTAL				54,124.24	9,081.92	45,042.32	45,042.32 (83%)

Phone Boxes & Defibs

	Receipts			Payments			Net Position
	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
8001 Phonebox Maintenance				100.00		100.00	100.00 (100%)
8002 Defib Consumables				200.00		200.00	200.00 (100%)
8003 Defib Maintenance				200.00		200.00	200.00 (100%)
SUB TOTAL				500.00		500.00	500.00 (100%)

Precept

	Receipts			Payments			Net Position
	Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
17001 Precept	90,551.52	90,552.00	0.48				0.48 (0%)
SUB TOTAL	90,551.52	90,552.00	0.48				0.48 (0%)

Creech St Michael Parish Council
Summary of Receipts and Payments

24 June 2024 (2024-2025)

All Cost Centres and Codes

Recreation Park

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
5001	Grounds Maintenance (Outsourc							(N/A)
5002	Grounds Maintenance (Internal)				800.00	31.26	768.74	768.74 (96%)
5003	Utilities (Electricity)		126.31	126.31	2,500.00	269.16	2,230.84	2,357.15 (94%)
5004	Utilities (Water)				100.00		100.00	100.00 (100%)
5005	Utilities (Gas)							(N/A)
5006	Utilities (Waste Disposal)							(N/A)
5007	Waste Disposal (Septic Tank)							(N/A)
5008	Waste Disposal (General Waste)				100.00		100.00	100.00 (100%)
5009	Consumables				1,200.00	218.45	981.55	981.55 (81%)
5010	Maintenance Equipment				500.00		500.00	500.00 (100%)
5011	Repairs & Maintenance (Play Eq				5,000.00	72.00	4,928.00	4,928.00 (98%)
5012	Repairs & Maintenance (Building				1,250.00	181.45	1,068.55	1,068.55 (85%)
5013	Repairs & Maintenance (Facilitie				1,000.00		1,000.00	1,000.00 (100%)
5014	Improvements				4,500.00		4,500.00	4,500.00 (100%)
5015	Security					1,598.00	-1,598.00	-1,598.00 (N/A)
5016	Play Equipment Inspections				2,500.00		2,500.00	2,500.00 (100%)
5017	Pitch Fees	800.00		-800.00				-800.00 (-100%)
5018	Stage Hire	100.00		-100.00				-100.00 (-100%)
5019	Safety Clothing/Equipment				100.00		100.00	100.00 (100%)
5020	Rental Charges	1,000.00	156.37	-843.63				-843.63 (-84%)
SUB TOTAL		1,900.00	282.68	-1,617.32	19,550.00	2,370.32	17,179.68	15,562.36 (72%)

Recruitment & Training

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
2001	Recruitment Costs				250.00		250.00	250.00 (100%)
2002	Employee Training Costs				500.00	30.00	470.00	470.00 (94%)
2003	Member Training				500.00	271.70	228.30	228.30 (45%)
SUB TOTAL					1,250.00	301.70	948.30	948.30 (75%)

Waste Disposal

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
9001	Dog Waste				3,500.00		3,500.00	3,500.00 (100%)
9002	General Waste				200.00		200.00	200.00 (100%)
SUB TOTAL					3,700.00		3,700.00	3,700.00 (100%)

Youth Provision

Code	Title	Receipts			Payments			Net Position
		Budgeted	Actual	Variance	Budgeted	Actual	Variance	+/- Under/over spend
14001	Service Delivery Charges							(N/A)
14002	Venue Hire							(N/A)

Creech St Michael Parish Council
Summary of Receipts and Payments
All Cost Centres and Codes

24 June 2024 (2024-2025)

SUB TOTAL

(N/A)

Summary

NET TOTAL	93,411.52	97,787.45	4,375.93	140,509.24	15,199.90	125,309.34	129,685.27 (55%)
V.A.T.		37.59			834.25		
GROSS TOTAL		97,825.04			16,034.15		

Subject: Re: Creech allotment
From: Charles Bell <charlie462@gmail.com>
Date: Fri, 21 Jun 2024, 14:48
To: Andrew Williams <clerk@creechstmichael.net>
Cc: Robert Hall <roberthall.gm@gmail.com>, lorraine thrussell <lorrainethrussell@sky.com>, CSMA Margaret Penn <margaretpenn51@yahoo.co.uk>

Hello

I am in the process of looking into this further.

The statutory responsibility to provide allotments falls, in law, to the Council which it may delegate if it sees so fit. Common land, which I say includes paths giving rise to rights of way and access. The Chairperson states that the Society has no policy on the matter. He and others have been moving boundary fences and enlarging plots through incorporating paths into plots thereby destroying rights of access and passage.

The T and Cs of the tenancy state plot holders shall "not cause nuisance or annoyance to the occupier of any other Allotment, OR OBSTRUCT PATHS." Paths continuing to the bottom of the site from my own are now obstructed and incorporated into my lower neighbour's plot (he not having mentioned anything about his plot enlargement). The tenancy agreement continues holders shall

"maintain the paths.....including half width of adjacent common area." What has happened at the Creech site is that these newcomers simply turn a blind eye to the fact that whether you work in construction, agriculture or horticulture you do NOT interfere with boundaries without due cause and process neither of which apply. It's a bit like a Wild West land grab.

Unless you can resolve this yourself promptly I would be grateful if you could advise as to contact details of the Chair of the relevant Committee that has oversight of green spaces. I will then approach the relevant elected person armed with legal advice which I expect to receive early next week.

I dont suppose you have contact details for Mike Perryman who was instrumental in establishing the allotments in the first place?

Yours faithfully,

Mr HCW BELL

On Fri, Jun 21, 2024 at 1:46 PM Andrew Williams <clerk@creechstmichael.net> wrote:

Dear Charles,

Thank you for your message.

The Parish Council has a lease agreement with the landowner. The responsibility for managing the allotment site is the Allotment Society's and all tenants must comply with the terms and conditions of the Society.

Best wishes

Andrew Williams
Clerk & Responsible Financial Officer

 www.creechstmichael.net

 07708 680797

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On 19/06/2024 18:32, Charles Bell wrote:

Dear Mr Williams and Mr Hall,

I am an allotment tenant and have raised concerns about rights of passage and access between plots being "appropriated". I am in touch with the National Allotment people and hopefully will get a legal opinion on the matter.

In the meantime it would be most helpful to receive from either or both of you copies of agreements with the owner, Parish Council and Allot. Soc. which might assist in defining use of the site, terms of tenure and more. That in turn, will inform the legal opinion that I expect to be forthcoming.

Yours faithfully,

Mr HCW Bell (a local raised in Somerset principally at Corfe. I recall an early girlfriend

who lived in West View here in Creech which was spanking new back in the late sixties so my association with the village goes back a long time).



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