

Notice of the next Council Meeting.

Parish Council Office: 1A The High Street, Langton Matravers, Dorset BH19 3HA

MEMBERS OF THE PUBLIC AND THE PRESS ARE INVITED TO ATTEND ALL COUNCIL MEETINGS
(Public Bodies (Admission to Meetings) Act 1960) & Local Government Act 1972 s100

Parish Councillors,

You are hereby summoned to attend the following meeting:

Meeting of...	The Full Council: Langton Matravers Parish Council
Time...	19:00hrs
Date...	Thursday 14 th December 2023
Place...	Langton Matravers Village Hall

County Councillor, the National Trust and Members of Public are cordially invited to join the meeting

Yours faithfully



Michelle Harrington Parish
Clerk & RFO

5th December 2023

AGENDA

1223-45. APOLOGIES FOR ABSENCE

To receive apologies of absence and to approve the reasons given. (Local Government Act (LGA) 1972 s85 (1))

1223-46. DECLARATIONS OF INTEREST AND DISPENSATIONS RELATING TO ITEMS ON THE AGENDA

Members to declare any interests, including Disclosable Pecuniary Interests they may have in agenda items that accord with the requirements of the Parish Council's Code of Conduct and consider any prior requests from members for Dispensations that accord with Localism Act 2011 s33(b-e) (NB this does not preclude any later declarations)

1223-47. NATIONAL TRUST REPORT

To receive a report from the National Trust.

1223-48. DORSET COUNCILLOR'S REPORT

To receive a report from the South East Purbeck Ward Member of Dorset Council.

1223-49. PUBLIC PARTICIPATION.

Questions from members of public.

1223-50. MATTERS ARISING FROM PUBLIC PARTICIPATION.

To discuss any matter arising from the Public Participation agenda item.

1223-51. PLANNING AND LICENSING MATTERS – (APPENDIX ITEM B & C ONLY)

a. To receive and consider all planning and licensing matters. N.B. Any application received after the agenda publication date may still be considered during the meeting. For an up to date list of applications to be discussed please check the website.

1. Application No: P/HOU/2023/06191
Location: Langton Manor Farm House Langton Matravers BH19 3EU
Proposal: Demolition of modern infill wall and roof between house and rear building with new glazed link and details. Alterations to utility room casement windows and details. Form 1st floor dormer window and details. Replacement 2nd floor casement windows and details. Install Purbeck slate external wall ventilators and details. Pizza/bread oven alterations.
2. Application No: P/FUL/2023/06213
Location: Verney Farm, Farmland Gully Swanage Dorset BH19 3EX
Proposal: Erect lambing shed

- b. To note Dorset Council Planning decision since the last meeting. - **Appendix**
- c. Purbeck Local Plan Supplementary Proposed Main Modifications 10 November to 22 December 2023 - **Appendix**

1223-52. PREVIOUS MEETING MINUTES – APPENDIX

To confirm the minutes of the last Council meeting. (LGA 1972 ~~sch.12~~, para 41(1))

1223-53. MATTERS ARISING FROM THE MINUTES (NOT COVERED ELSEWHERE ON THE AGENDA). - APPENDIX

To note / discuss any matters arising from the minutes not covered elsewhere on the agenda.

- a. Electric Charging Point – Dorset Council email
- b. Asset of Community Value

1223-54. CLERKS REPORT: - APPENDIX

To discuss and agree the report and any recommendations contained within (Full details on individual recommendations are within the Clerks report supporting papers)

- a. Correspondence
- b. Parish Council meeting dates for 2024
- c. Christmas Hours
- d. Action Log

1223-55. FINANCIAL MATTERS - APPENDIX

To discuss financial matters plus any recommendation and agree away forward.

- a. Monthly income and expenditure

N.B. Any invoice received after the agenda publication date may still be considered during the meeting. For an up to date list of invoices to be discussed please check the website.

Expenditure

Travis Perkins (Cement Three Norths)	£24.44
SLCC – Community Governance Level 4	£123.75
SLCC Membership	£78.54
XLN – Phone	£80.72
Initial – Sanitary Waste Transfer Charge	£100.90
SSE Energy	£170.65
Salary	£838.34
Pension	£57.86
HMRC	£260.58
Total	£1,711.34

+ Toilet Block Cleaning

- b. Budget / Precept 2024

To receive, discuss and agree away forward regarding the Budget / Precept for 2024-25

1223-56. CHAIRMAN'S ANNOUNCEMENTS

To receive a report from the meeting Chairman.

1223-57. PORTFOLIO HOLDER / LEAD COUNCILLOR REPORTS

To note any update from:

- a. Ways & Means (including finance, HR, legal & governance)
- b. Planning & Housing
- c. Highways and Transport
- d. Parish Amenities (including Cemetery, allotments, playground and woodland trail)
- e. Parish infrastructure (including street lighting, toilets, bus shelter, parish office and utilities)
- f. Quarries / Agriculture
- g. Community & Communications (including surgery, school liaison & grant application)
- h. Environment and Tourism
- i. Emergency Planning.

PLANNING UPDATES

Meeting Discussed	Planning App Number	Location	Decision	Noted at Meeting
Dec	P/FUL/2023/06213	Verney Farm, Farmland Gully Swanage Dorset BH19 3EX		
Dec	P/HOU/2023/06191	Langton Manor Farm House Langton Matravers BH19 3EU		
Nov	P/HOU/2023/05272	50 High Street Langton Matravers Swanage BH19 3HB	No record matching no.	December
Nov	P/FUL/2023/04287	Little Acorns Valley Road Harmans Cross BH19 3DZ	No record matching no.	December
Oct	P/TRC/2023/05748	73 High Street Langton Matravers BH19 3HA	No Objection	December
Oct	P/PABA/2023/05252	Verney Farm Gully Swanage Dorset BH19 3EX	Prior Approval Refused	December
Oct	P/VOC/2023/04930	The Old Malthouse High Street Langton Matravers Dorset BH19 3HB	Under Consideration	December
Oct	P/CLP/2023/05655	Sea Breeze Toms Field Road Langton Matravers Swanage BH19 3HN	Granted	December
Sept	P/VOC/2023/04979	Land south of North Lease Farm Knitson To Valley Road Knitson BH20 5JB	Granted	December
Sep-23	P/TRT/2023/05106	Langton House Durnford Drove Langton Matravers BH19	Granted	December
Aug-23	P/TRT/2023/03986	Spyway Orchard - adjacent to 4 Spyway Mews, Langton Matravers, BH19 3BQ	Split Decision	December



Planning
County Hall, Colliton Park, Dorchester, DT1 1XJ
☎ [01305 221000]
🌐 www.dorsetcouncil.gov.uk

Address

Date: 6 November 2023

By email

Ref: PLP/SMM

Officer: Sue Bellamy/Steve Boyt



Dear Parish Clerk

Purbeck Local Plan Supplementary Proposed Main Modifications 10 November to 22 December 2023

This letter gives notification that we have published Supplementary Proposed Main Modifications (SMMCD1) to the Purbeck Local Plan. These latest Main Modifications have been prepared after we received interim findings and next steps from the Planning Inspectors on 24 May 2023.

At the request of the Inspectors, we have also re-published earlier Main Modifications as part of a single document which shows all the changes necessary to make the local plan sound and legally compliant. We are not inviting responses through this consultation on those Main Modifications which have already been consulted upon (the consultation documents will make this clear). Weight will not be given to representations that repeat matters raised and discussed at hearing sessions, in earlier responses or which relate to Main Modifications which have already been subject to consultation.

Alongside the Supplementary Proposed Main Modifications, the council has also published addenda to its Habitats Regulation Assessment and Sustainability Appraisal, local plan policies maps and updates on the housing land supply & local housing need.

These documents can be found on-line at www.dorsetcouncil.gov.uk/plpmainmods.

Our preferred method for you to provide a response is through the council's online consultation database. This will significantly speed up the analysis of comments and our ability to react to these responses. If you're not able to submit your response online we will accept responses that have been

- made in writing using the council's response form; and
- include the respondent's name and address.

The council is unable to accept anonymous responses.

The council response form can be found online, downloaded and completed electronically or printed off and filled out manually.

The responses should be sent to planningpolicy@dorsetcouncil.gov.uk or to the address at the top of this letter.

Purbeck Local Plan Supplementary Proposed Main Modifications

As part of its examination of the Purbeck Local Plan (2018-2034) the council is seeking views on:

- novel revisions presented in Supplementary Proposed Main Modifications as part of Consolidated Proposed Main Modifications;
- updated policies maps;
- Habitats Regulations Assessment Addendum;
- Sustainability Appraisal Addendum;
- updated 5-year housing land supply report, and
- updated local housing need.

Paper copies of the documents are available for reference in local libraries, town council offices and Dorset Council reception at county hall Dorchester.

We are not inviting responses through this consultation on those Main Modifications which have already been consulted upon.

The Main Modifications are needed in order to make the local plan sound and legally compliant in planning terms.

The documents are also available online at www.dorsetcouncil.gov.uk/plpmainmods . The consultation is open between:

10 November and 22 December 2023

Our preferred method for you to provide a response is through the council's on-line consultation database.

Responses can also be submitted using an electronic form available on the website either via e-mail to planningpolicy@dorsetcouncil.gov.uk or by post. Paper copies are available on request.

Purbeck Local Plan Supplementary Proposed Main Modifications Consultation, Dorset Council, County Hall Colliton Park, Dorchester, DT1 1XJ.

The council is unable to accept anonymous responses.



Parish Council of Langton Matravers

MINUTES OF THE PARISH COUNCIL MEETING OF LANGTON MATRAVERS PARISH COUNCIL HELD ON THURSDAY 8TH NOVEMBER 2023 IN THE VILLAGE HALL. THE MEETING COMMENCED AT 7.00PM

PRESENT:

Cllr **Knight** (Chairman), Cllr **Christie** (Vice Chairman), Cllr **Golob**, Cllr **Loudoun**, Cllr **Pearson**, Cllr **Sutton** & Cllr **Vaughan-Arbuckle**.

IN ATTENDANCE:

4 Members of Public (MOP), Cllr **Brooks** (Dorset Council) & Michelle **Harrington** (Clerk)

ABSENT:

Mr T **Clarke** (National Trust)

It was noted this meeting is being recorded. All recordings will be deleted once the draft minutes are typed.

1123-32. APOLOGIES FOR ABSENCE

Apologies have been received from Mr Clarke (National Trust) and accepted by all.

1123-33. DECLARATIONS OF INTEREST AND DISPENSATIONS RELATING TO ITEMS ON THE AGENDA

Cllr Loudoun declared an interest in item 1123-38a planning application P/FUL/2023/04287. No other declaration was made. NB this does not preclude any later declarations.

1123-34. NATIONAL TRUST REPORT

An report was emailed before the meeting.

1123-35. DORSET COUNCILLOR'S REPORT

Cllr Brooks submitted a written report before the meeting; plus gave a verbal Dorset wide update during the meeting.

Timpson Trust: It was stated this is now in the hands of the Corporate Director of Dorset Council and they will shortly be starting the legal process of forming a new trust and that this will be dealt with as a matter of priority.

Wessex Water & heavy quarry vehicles: It was noted Cllr Brooks will investigate and report back.

Action: Cllr Brooks to report back on the Wessex Water & heavy quarry vehicles situation.

1123-36. PUBLIC PARTICIPATION

The meeting was adjourned.

The following was raised:

1. A concern was raised about the planning application for 50 High Street, Langton Matravers BH19 3HB in that the application shows future works will take place on land they do not own, and is owned by a neighbour.
2. An enquiry was raised asking if the Parish Council know when ~~Snowday~~ Orchard will be finally completed, stating the pavement and highways do not join up and the levels are incorrect. It was also noted the dry stone boundary wall has not been completed.
3. Concerns were raised about the Malthouse site. The main concern is the stagnant standing water, which not only is believed to be a health and safety issue in general but has leaked into the School playground. It was noted that conversations had taken place with the builders and it would appear they are under the impression they do not need planning permission to turn what was semi detached buildings into detached buildings.

The meeting was reconvened.

1123-37. MATTERS ARISING FROM PUBLIC PARTICIPATION

1. Cllr Pearson agreed to contact the MOP raising the concern regarding the planning application P/HOU/2023/05272, and report back to Council.

Action: Cllr Pearson to meet with the MOP raising the concern regarding the planning application P/HOU/2023/05272, and report back to Council.

2. Cllr Vaughan-Arbuckle stated a meeting had previously taken place between Aster, Dorset Council Highways and himself were the issues raised had been discussed and promises made to rectify the matters. Cllr Vaughan-Arbuckle agreed to chase relevant parties and report back.

Sign:

Chairman: Cllr Knight

Date:

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Action: Cllr Vaughan-Arbuckle to chase Aster and Dorset Council Highways regarding pavements not joining, and incorrect pavement levels

3. Cllr Vaughan-Arbuckle stated after a recent conversation with a resident he wrote to the site manager and raised concern over the stagnant water dispersal and overall site development.

It was noted Cllr Vaughan-Arbuckle has received a response stating:

1. The water levels are a constant battle, water has been cleared on at least 4 occasions, that the water is pumped away through existing site drainage, but due to the time of year this issue is providing difficult to control.

2. Unfortunately works are being constantly delayed for various reasons and therefore no commitments can be given as to when works may commence.

Action: Cllr Brooks agreed to take this matter in hand and contact the relevant people, and report back.

Action: Clerk to write to Dorset Council to raise concern.

1123-38. PLANNING MATTERS

Cllr Loudoun left the meeting to enable the discussion on Little Acorns.

- 1123-38a Application No: P/FUL/2023/04287
Location: Little Acorns Valley Road Harmans Cross BH19 3DZ
Proposal: Erection of 1no. dwelling
Comment: No Objection – agreed by all.

Cllr Loudoun returned to the meeting.

- 1123-38b Application No: P/HOU/2023/05272
Location: 50 High Street Langton Matravers Swanage BH19 3HB
Proposal: Rearwards extension to stair enclosure to form a lobby on the means of escape from the property.
Comment: It was agreed the Clerk would ask for an extension given the concerns brought to the Parish Council's attention. In order to allow for the Parish Council to investigate before agreeing their approved comment.

It was noted due to the planning system, someone is able to apply for planning permission on someone else's land. Advice was given that the MOP should seek [advise](#) from the Citizens Advice, as if planning permission is granted then this issue becomes a Civil matter, for the planning authority not the parish council.

ACTION: Clerk to submit planning decisions to Dorset Council.

1123-39. MINUTES FROM PREVIOUS MEETING

The minutes from the full council meeting held on Thursday 12th October 2023 were approved and signed as a correct record of the meeting.

1123-40. MATTERS ARISING FROM THE PREVIOUS MINUTES (NOT COVERED ELSEWHERE ON THE AGENDA).

It was noted the Clerk has written to Purbeck PAT Testing to thank them for their service.

It was noted Cllr Vaughan-Arbuckle & Cllr Loudoun were not in a position to meet with Peter Andrews to set up their gov.uk accounts and this matter was closed.

It was noted the Clerk had received an invoice for work within the Playpark area, however the Clerk was not able to confirm if the vegetation had been cut back or cut down. Cllr Christie agreed to investigate and report back.

Action: Cllr Christie to confirm if all vegetation had been cut back or cut down from the internal area of the play park.

1123-41. CLERK'S REPORT

1123-41a Correspondence.

It was noted correspondence had been received after the publication of the agenda, requesting the Parish Council supply a green bin to enable a resident to maintain the area around the bus shelter by Steppes.

Action: Cllr Christie will talk to correspondent and suggest the cuttings are bagged and left by the Parish Office of them to dispose of.

Sign:

Date:

Chairman: Cllr Knight

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- 1123-41b **Budget for 2024-25**
Councillors were invited before the budget is discussed next month to send the Clerk an email if there is a specific new project they would like to see included in the budget for next year.
- Action:** Councillors to contact the Clerk with any suggested new project they would like to see recommended alongside the budget for 2024-25.
- Cllr Knight submitted a report before the meeting detailing the current Earmarked Reserve levels:
Allotments (Fence repairs) £2,000.00
Cemetery (New) (Preparation of new burial ground) £12,428.00
Cemetery (Close) (Memorial repairs – Restricted) £572.00
Highways Signage (20mph) £ 2,000.00
Highways Street Lighting £1,000.00
Parish Office (Refurbishment) £4,000.00
Play Park (Equipment replacement) £14,333.00
Parish Office / Toilet Block (Structural improvements) £5,000.00
Training (Clerk's Level 4) £1,000.00
- This was agreed to adopt the above reserves for setting up in Scribe.
- Action:** Clerk to set up Scribe accordingly.
- 1123-41c **Office Phone Line**
A report was submitted before the meeting, with a recommendation to change Phone line and Broadband suppliers, to BT with a possible saving of £12.32 per month.
- Proposed Cllr Knight Seconded Cllr Christie
- RESOLVED:** To change phone and broadband suppliers to BT.
- ACTION:** Clerk to contact BT to set up switch for phone line and broadband provision.
- 1123-41d **Cloud Next Sub Users and Website**
A report was submitted before the meeting, with the following recommendations
1. To authorise Cllr P Christie and Cllr P Golob as sub users on the Cloud Next account.
 2. To leave the current site and develop a new look site on the gov.uk domain. Go live when ready and at that point close the old site down.
- Proposed Cllr Knight Seconded Cllr Christie
- RESOLVED:** To set up Cllr Christie and Cllr Golob as sub users on the Cloud Next account. To leave the current .org website running, and to develop a new website on the gov.uk domain.
- Action:** Clerk to set up Cllr Christie and Cllr Golob as sub users on the Cloud Next account.
Action: Clerk to develop a new website on the gov.uk domain.
- 1123-41e **Action Log**
An action log was submitted before the meeting, this was noted.
- 1123-42. **FINANCE MATTERS**
A report detailing the monthly expenditure was submitted before the meeting, this was noted. The expenditure of £3,994.55 was agreed, and the income of £240.00 noted.
- It was stated the National Pay award details had been released and that this award should be backdated to April 2023. This was agreed by all.
It was agreed Cllr Knight would work out the amounts owned to both the current and past Clerk.
- ACTION:** Clerk to process payments.
- 1123-43. **NATIONAL TRUST – ACTIVITY PROVIDERS MEETING**
A verbal report was given by Cllr Christie regarding the National Trust - Activity provider meeting held Tuesday 7th November 2023. Noting the main points:
1. Code on Conduct
LMPC last month agree to request a change in the Code of Conduct around Henbury Head and bird nesting season. The suggested change was accepted and agreed as recommended by LMPC
It was noted the activity providers also have a document "Booking Terms" (copy not previously seen my LMPC). Within this document very similar wording for Henbury Head is already in place.

Sign:

Chairman: Cllr Knight

Date:

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2. Scale of operations. Activity providers stated this year day to day visitor numbers were not as predicted due to appalling weather in July. It was noted between the activity providers they employ approximately 53 full time employees then another 122 seasonal employees at height of summer. No activity provider were actively seeking to increase usual visitor numbers.
3. Activity providers offer to come and give LMPC a talk on their procedures and practices.
4. Isle of Purbeck Landscape Recovery - The National Trust have approach DEFRA and bid for 2 years of developmental funding. This will see the administrative development of the Isle of Purbeck Landscape Recovery project. After the administrative development more funding will need to be gained to put the project into motion.
5. Signage – During the meeting the level of signage was discussed. It was noted the signage “no phone coverage in the area” seems to have had an impact in lessening the risks taken by visitors.
6. Transport / parking of coaches. LMPC views were firmly raised. Activity providers stated their practice is to call the coach driver when they are ready to be collected so that they can then make their way to the pick-up location, rather than already be waiting. They accepted from time to time this system does not always work, but this is infrequent and usually due to a new driver. It was agreed coaches in ~~Souways~~ was not the best location and the possibility of a new car park elsewhere was raised.
7. Cllr Christie was invited to take part in a site visit with the National Trust and a representative of the British Mountaineering Council, looking at activity provider sites. It was agreed Cllr Christie should attend the BMC & NT site visit.

It was agreed the Clerk would invite the National Trust and Activities providers to give a presentation to the Parish Council on their practices and procedures before the January 2024 meeting.

Action: Clerk to contact Tom Clarke an relevant Activity providers to invite them to give a short presentation before the January meeting on their practices and procedures when taking session in the local area.

1123-44. CHAIRMAN'S ANNOUNCEMENTS.

A verbal report was given by Cllr Knight, noting the main points:

1. Cllr Knight stated he has not yet decided if he will stand for election as a Parish Councillor in May 2024. Either way if Cllr Knight does choose to stand and is elected, he will not continue as a Councillor beyond the Council year 2026-2027. Cllr Knight stated if he does seek re-election in May 2024
2. , although he has enjoyed the role of Parish Council Chairman, he will no longer put himself forward for the role of Chairman at the next Annual Parish Council Meeting.
3. Cllr Knight stated in general conversation with fellow Councillors, one Councillor has stated they will not be standing for re-election in May 2024, plus that there are three other Councillors who are also considering not standing. Councillors were asked to liaise within their networks to encourage people to becoming a Councillor.

Cllr Pearson, Cllr Sutton, Cllr Knight and the Clerk will work on putting a plan in place to discuss at the December meeting, for implementation in January, regarding how we may seek to encourage people to stand as Parish Councillors.

Action: Clerk to research what resources are available through NALC & DPATC to encourage people to stand as Parish Councillors.

Action: Cllr Pearson, Cllr Sutton, Cllr Knight and the Clerk to meet to discuss a draft plan.

Leaflet drop before the meeting. NALC resources. DPATC resources on how to get Councillors.

4. Community Governance training. Cllr Knight gave a verbal report on a request received from the Clerk supported by Staff Employment, Discipline and Complaints Committee requesting financial support to undertake Community Governance Level 4 training, at a cost of £2,100 to LMPC over two years. Noting the cost of the course is in excess of £6,000 but is being shared between the three Parish Councils the Clerk works for. It was noted the Clerk has stated she will pay travel, and accommodation costs, purchase resources required and will study in her own time. The Clerk has also suggested a level of refund to LMPC should she level employment with LMPC.

It was agreed by all to support the Clerk financially, but paying 1/3 of the course fees, split over two years.

Proposed Cllr Knight

Seconded Cllr Christie

RESOLVED: To support the Clerk financially to enable her to study for a Community Governance Level 4 qualification.

Sign:

Chairman: Cllr Knight

Date:

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VICE CHAIRMAN ANNOUNCEMENTS

DAPTC PAC update.

A verbal update was given after Cllr Christie and Cllr Pearson attended the DAPTC AGM.

It was noted to date the Parish Council had not received any documentation from DAPTC with regards to DAPTC transition from a constituted membership body to a company limited by guarantee.

It was agreed Cllr Knight and the Clerk will attend the DAPTC AGM and request a copy of the associated articles relating to the transition.

1123-45. PORTFOLIO HOLDER / LEAD COUNCILLOR REPORTS

Portfolio Holders / Lead Councillors were invited to give a verbal update within their area:

- a. Ways & Means (including finance, HR, legal & governance) - Nothing to report
- b. Planning & Housing - Nothing to report
- c. Highways and Transport

Cllr Vaughan-Arbuckle sent thanks to Cllr Pearson for dealing with the pavement issue outside her property.

It was agreed Cllr Vaughan-Arbuckle will invite Glenn Hannam to meet to discuss in general the local issues Langton Matravers Parish Council face with regards to Highways and Pavements

Action: Cllr Vaughan-Arbuckle to invite Glenn Hannam to meet to discuss in general local highway issues of Langton Matravers Parish.

Thanks were given to Cllr Vaughan-Arbuckle and all Councillors who hand delivered the 20mph leaflet. Cllr Vaughan-Arbuckle requested he put a personal note of thanks on the website once official numbers have been received after the 20mph TRO, thanking everyone who took them time and showed their interest by registering their comment.

Action: Cllr Vaughan-Arbuckle to write a note of thanks for the Clerk to publish on the website.

- d. Parish Amenities (including Cemetery, allotments, playground and woodland trail)

Cemetery Rules and Regulations and possible new forms.

Thanks were given to the Clerk for producing the documentation. It was agreed by all to accept the amended documentation as proposed.

Action: Clerk to amend the new cemetery documents as proposed and implement.

Cemetery Fees – It was agreed by all to adopted the proposed new rates with effect from 1st Jan 2024.

Action: Clerk to carry out a detailed studying into neighbouring parish cemetery fees. Agreed by all.

Delegated powers: It was agreed by all to approve delegated powers to discharge responsibilities within cemetery matters to the Clerk.

Allotment Fees.

Thanks were given to Cllr Pearson for providing the detailed information on fee options.

It was agreed by all to set the allotment 2025 fees to £55 for a full plot + water rates, and £27.50 for a half plot + water rates. Noting the water rates will be the amount of water used and charged during the 2024 period.

It was noted the water rates for 2024 stand at £7.68 per half plot and £15.36 per full plot. The allotment holder invoices for 2024 will be issued shortly.

- e. Parish infrastructure (including street lighting, toilets, bus shelter, parish office and utilities)
Cllr Pearson noted the street Light outside the Village Hall is not working an despite reporting this and having receive promises regarding when the light will be fixed, nothing has been done.
Action: Cllr Christie to inform the Clerk of a contact within Dorset Council who may be able to intervene.
- f. Quarries / Agriculture - Nothing to report
- g. Community & Communications (including surgery, school liaison & grant application)
Nothing to report
- h. Environment and Tourism - Nothing to report
- i. Emergency Planning. - Nothing to report

Cllr Vaughan-Arbuckle formally requested approval to send Stan Bonfield a note of thanks for covering the cost of the stone for the Three Norths plaque. This was agreed by all.

Action: Cllr Vaughan-Arbuckle to draft a note and send to the Clerk to officially forward.

1123-46. DATE OF NEXT MEETING

The next meeting: Thursday 14th December 2023: Time: 19:00: Location: Langton Matravers Village Hall

Closed at 21.07

Sign:

Chairman: Cllr Knight

Date:

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Dorset Council's Public Residential Electric Vehicle Chargepoint Scheme

Charging Ahead



Information Pack

March 2023

chargingahead@dorsetcouncil.gov.uk



Grant Application Form

[CA01]

EV ChargePoint Installation

Grant Application Form

General Information for Applicants

The Public Electric Vehicle Chargepoint Scheme is a scheme funded by Dorset Council to support the owners and occupiers of property which is accessible to the public to install electric vehicle charging equipment on their site ('the Scheme').

Applicants must have the legal right to install an electric vehicle chargepoint (EVCP) on the site and either have access to a sufficient electricity supply or be willing to have a new electricity supply installed by the chargepoint operator (CPO) at the CPO's cost. If these rights are not available, the installation cannot go ahead. If there is any doubt Applicants should take independent legal or other professional advice because applications and installations are made at the Applicant's risk.

The contents of this form must not be altered and will not be altered unless Dorset Council decides to change the form.

Your personal information will be safeguarded and processed in accordance with data protection legislation. Dorset Council is the 'Controller' for personal data associated with this application and the installation process.

A copy of the Council's full Privacy Policy, which includes the information we collect, how we use it and under what circumstances, if any, we will share it with other parties, is available at: [Dorset Council privacy notice - Dorset Council](#)

Definitions:

- The Applicant – the named person, business or charity or authorised public body (e.g. Parish Council) applying to host a chargepoint.
- The Chargepoint Operator (CPO) – the company nominated by Dorset Council and partnered with the installer Joju Limited, to part fund and operate chargepoints. The CPO is Mer, which is part of the Norwegian State-owned energy company, Statkraft
- The Installer – the company contracted by Dorset Council to install chargepoints in the Dorset Council area.
- Dorset Council (DC) – tier 1 local authority

Section 1 – Applicant Details

1. Full Name of Applicant ('You') ('I')

.....

If you are applying on behalf of a business or charity this should be the name of the business or entity as it appears on the registration documents at Companies House or Charity Commissioners

Full name and postal address for correspondence and email address of the person completing this form

Full Name of business or charity and registered number and full postal address and e-mail address for correspondence and address of registered office.

.....

Operator License Agreement

Dated 202[]

(1) JOJU LIMITED

(2) MER CHARGING UK LIMITED

and

(3) [] LIMITED

LICENCE AGREEMENT

To Install, Operate and Maintain Electric Vehicle Charging Points

Operator License Agreement

THIS AGREEMENT ("Agreement") is made on 202[]

BETWEEN

- (1) [] [(registered number []) a company registered in [] whose registered office is at [] [of] (the "Host");
- (2) JOJU LIMITED (registered number 05881628) a company registered in England and Wales whose registered office is at Summit House, 170 Finchley Road, London, NW3 6BP ("Joju"); and
- (3) MER CHARGING UK LIMITED (registered number 12449759) a company registered in England Wales whose registered office is at 19th Floor 22 Bishopsgate, London, United Kingdom, EC2N 4BQ ("Mer").

((2) and (3) together being the "Companies").

Each of Party (1), (2) and (3) being a "Party" and together the "Parties".

WHEREAS

1. The Host wishes to grant Joju the right to supply and install electric vehicle charging points ("EVCPs") at the Site specified in Schedule 2 of this Agreement.
2. The Host wishes to grant Mer the right to maintain and support EVCPs at the Site.
3. Joju has agreed with the Host to supply and install EVCPs at the Site and Mer has agreed to maintain and support EVCPs at the Site on the following terms and conditions.

IT IS HEREBY AGREED between the Parties as follows:

1 DEFINITIONS

1.1. In this Agreement:

"Affiliate" means, in relation to an undertaking, a parent or subsidiary undertaking of that undertaking from time to time, or a subsidiary undertaking of any parent undertaking of that undertaking from time to time (and the expressions "parent undertaking" and "subsidiary undertaking" shall have the meanings ascribed to them in Section 1162(2) of the Companies Act 2006 as amended);

"Associated Persons" means, in relation to either Party, an employee, director, Affiliate, sub-contractor, consultant, agent or other third party working on its behalf;

"Back Office Functions" means software and connected services provided in respect of the operation, billing and settlement of charges for the use of EVCPs;

"Base Charge" means 1.43 pence (subject to review in accordance with Clause 10);



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“Base Figure” means:

- (a) on the first Review Date, the Index figure for the month before the Operation Date; and
- (b) on each subsequent Review Date, the Index figure for the month before the preceding Review Date;

“Billing Period” means an annual billing period commencing on 1 January in each year save that the first Billing Period shall commence on the Revenue Share Commencement Date and the final Billing Period shall be the period from the expiry of the penultimate Billing Period to the end of the Revenue Share Period;

“Commencement Date” means the date of this Agreement;

“Conduits” means the conducting media and ancillary apparatus for the transfer of electricity from the source of electricity to and from the EVCPs and all structures, machinery and equipment ancillary to those media serving the EVCPs;

“Confidential Information” means all and any information disclosed by a Party that is either (i) marked as confidential information; or (ii) is understood or should reasonably have been understood by the receiving Party to be confidential. Confidential Information includes, but is not limited to, information on business, facilities, technologies, products, techniques, know-how, trade secrets, processes, customers, suppliers, marketing strategies, plans and financial information;

“Costs” means all costs and expenses properly and reasonably incurred by Mer including the Installation Cost Refund, the cost of the Facilities and any of the Conduits purchased and installed by Mer, the cost of installation works carried out by Mer in relation to the Facilities and any of the Conduits, any electricity connection or grid-related costs incurred for the purposes of installing the Facilities, any other capital costs incurred in connection with the installation works, internal costs and overheads, Operating Costs, professional advisory costs, financing costs and insurance costs;

“Current Figure” means the Index figure for the month preceding the relevant Review Date;

“Data Protection Legislation” means: (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the Processing of Personal Data (as both terms are defined in Clause 22) to which a Party is subject, including UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018), the Data Protection Act 1998 and all legislation enacted in the UK in respect of the protection of Personal Data; and (b) any code of practice or guidance published by the Information Commissioner (or equivalent regulatory body) from time to time;

“EV” means a roadworthy electric vehicle not exceeding 3.5 tonnes in weight and “EVs” shall be construed accordingly;

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“EVCP” means the electric vehicle charging point equipment detailed in Schedule 1 of this Agreement to be supplied and installed by Joju and maintained and supported by Mer at the Site, at no cost to the Host, in accordance with the terms of this Agreement during the Licence Period;

“Facilities” means the EVCPs and ancillary electrical equipment, street furniture, foundations, cabling, signage and bay markings;

“Force Majeure Event” means in relation to a Party any event or circumstance after the Commencement Date which, notwithstanding the performance by such Party of its duties to this Agreement and up to the occurrence of such event or circumstance, is beyond the reasonable control of such Party and could not reasonably have been anticipated by that party and which results in or causes the failure of that Party to perform any of its obligations under this Agreement (provided that such failure could not have been prevented, overcome or remedied in whole by the affected Party through the exercise of reasonable care) including fire, explosion, flood, pandemic or other outbreak of communicable disease, acts of terrorism, war, rebellion, riot, acts of government, sabotage or official strike or other labour dispute or disturbance (other than a strike, dispute or disturbance only affecting a Party). Notwithstanding the foregoing, “Force Majeure Event” shall not include any economic hardship, change in financial conditions or the liability or failure to pay any amount due under this Agreement;

“Good Industry Practice” means that degree of skill, diligence, care, safety and foresight and of such practices, procedures, standards, methods and acts, as applicable, as would ordinarily be expected from a skilled and experienced service provider installing or providing maintenance for EVCPs, or would ordinarily be expected by a skilled and experienced operator of EVCPs;

“Gross Revenue” means the total revenue generated by Mer from the EVCPs prior to the deduction of any Operating Costs;

“Index” means the ‘all items’ Consumer Prices Index published by the Office for National Statistics or any successor or replacement agency or government department;

“Installation Cost” is as set out in the Project Proposal Document;

“Installation Cost Refund” the contribution to the Installation Costs payable by Mer as set out in the Project Proposal Document;

“Insolvency Event” means in respect of a Party where it: (a) suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of the Insolvency Act 1986; (b) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or a petition is filed, a notice is given, a resolution is passed, or an order is made for or in connection with the winding up of it; or (c) an event occurs which has the equivalent or similar effect to any of the events mentioned in (a) or (b);

“IPR” means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

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“Legislation” means any law applicable in England and Wales and shall include common law, statute, statutory instrument, proclamation, by-law, directive, decision, regulation, rule, order, notice, code of practice, code of conduct, rule of court, instrument, or delegated or subordinate legislation in force from time to time;

“Licence” means the right of Mer to maintain and support EVCPs at the Site in accordance with the terms of this Agreement;

“Licence End Date” has the meaning set out in Clause 2.1;

“Licence Period” means the period starting on the Commencement Date and ending on the Licence End Date;

“Necessary Consents” means any approval, consent, notification, easement, wayleave, right of way, licence or permission, whether statutory or non-statutory, and including without limitation planning permission and highways consent;

“Operating Costs” means all costs properly and reasonably incurred by in respect of the Site in any Revenue Year directly attributable to the EVCPs including:

- (a) the cost to transmit electricity to and through the Conduits to the Facilities including any costs incurred to upgrade the electricity supply and the cost of electricity supplied;
- (b) credit and debit card transaction fees relating to the sale and/or purchase of electricity through the Facilities;
- (c) software provider fees including, but not limited to, fees incurred by Mer in performance of its Back Office Functions;
- (d) Mer’s costs of insuring the Facilities and, where applicable, the Conduits;
- (e) the costs of maintaining the Facilities and, where applicable, the Conduits;
- (f) costs and expenses incurred by Mer in planned and reactive maintenance of the Facilities and the Conduits, including but not limited to repairs, maintenance upgrade and replacement works;
- (g) the costs incurred by Mer to comply with any Site Rules, planning permission and consents required to operate EVCPs at the Site; and
- (h) the costs and expenses incurred by Mer (apportioned appropriately per EVCP) in performance of its Back Office Functions,

provided that all revenue, costs and expenses above will be calculated excluding any VAT applicable;

“Operation Date” means the date of completion of the works required to install, test and commission the EVCPs (and if required, the Conduits and/or the Facilities) as set out in Clause 3.5.1;

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“Parking Spaces” means the parking bays adjoining the EVCPs at the Site;

“Project Proposal Document” or “PPD” means the project proposal document as set out in Schedule 1 of this Agreement;

“Relevant Authority” means any person, government agency, government department, local or other authority who, pursuant to Legislation has any authority, jurisdiction or right in relation to the carrying out of all or any part of the Services;

“Revenue Share” means an annual payment during the Revenue Share Period in respect of each EVCP installed under this Agreement as follows:

Revenue Share = the Base Charge multiplied by the total kWh of electricity consumed by each EVCP in the relevant Revenue Year

“Revenue Share Commencement Date” means the Operation Date;

“Revenue Share Period” means the period commencing on the Revenue Share Commencement Date and ending on the Licence End Date;

“Revenue Year” means each period of twelve consecutive calendar months during the Revenue Share Period, whereby: (i) the first Revenue Year shall commence on the Revenue Share Commencement Date; and (ii) each subsequent Revenue Year shall commence on the anniversary of the Revenue Share Commencement Date; and (iii) the final Revenue Year (if not a full period of twelve months) shall be the period from the end of the penultimate Revenue Year to the Licence End Date;

“Review Date” each anniversary of the Operation Date and “relevant Review Date” is to be interpreted accordingly;

“Services” means Mer’s obligations under this Agreement;

“Site Rules” means any relevant rules existing at the time of commencing the installation works regarding the conduct of works or services at the Site and which are notified in writing by the Host to the Companies reasonably in advance of the commencement of such works or services;

“Site” means the locations of the EVCPs referred to in Schedule 2 of this Agreement;

“Specification” means the specification for EVCPs plus installation and service connection works set out in the Project Proposal Document;

“VAT” means value added tax or any equivalent tax chargeable in the UK or elsewhere;

“Working Day” means Monday-Friday between the hours of 09.00 and 17.00, excluding bank holidays in England; and

“Works” has the meaning given to it in Clause 3.1.

1.2. In this Agreement:



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- 1.2.1 the headings are inserted for convenience only and shall not affect interpretation;
- 1.2.2 words expressed in the singular shall include the plural and vice versa; words referring to a particular gender include every gender; and references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
- 1.2.3 the words "include" and "including" shall be deemed to be followed by the words "without limitation";
- 1.2.4 references to any statute shall include: (i) any subordinate legislation made under it, (ii) any provision which it has modified or re-enacted (whether with or without modification); and (iii) any provision which subsequently supersedes it or re-enacts it (whether with or without modification) whether made before or after the date of this Agreement;
- 1.2.5 references to writing include email; and
- 1.2.6 all references to Clauses and Schedules are to the clauses of, and schedules to, this Agreement (unless otherwise stated).

2 TERM AND PRIORITY

- 2.1. This Agreement and the Licence shall commence on the Commencement Date and shall continue to the date that is 15 years from and including the Operation Date ("Licence End Date") unless the Licence is terminated sooner in accordance with this Agreement (the "Term").
- 2.2. At the end of the Term, the Licence may be extended for a period of twelve (12) months on each anniversary of the Commencement Date with the express written agreement of the Host and Mer on the terms contained in this Agreement (with the exclusion of any obligations arising prior to the Operation Date (including, without limitation, Clause 3).
- 2.3. The Parties agree that, to the extent that there is any inconsistency or conflict between any provision of this Agreement and the Project Proposal Document, then the Project Proposal Document shall take precedence.

3 EVCP INSTALLATION

- 3.1. Joju shall procure and install the EVCPs and (to the extent required for the proper functioning of the EVCPs and as set out in the Project Proposal Document) the Conduits and the Facilities (together the "Works") on the Site as soon as reasonably practicable in accordance with a schedule mutually approved with the Host and Mer (such approval not to be unreasonably withheld or delayed) and in accordance with:
 - 3.1.1 Good Industry Practice;

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- 3.1.2 the Specification;
 - 3.1.3 all applicable Legislation and any other licences, consents, permissions and approvals for the Works required from the relevant planning and other competent authorities (including any Necessary Consents obtained pursuant to Clause 3.8);
 - 3.1.4 any applicable Site Rules;
 - 3.1.5 all reasonable health and safety rules and regulations and security requirements that apply at the Host's Site and have been communicated to Joju and its Associated Persons, in writing, not less than ten (10) Working Days before the commencement of the Works at the Site;
 - 3.1.6 British Standard Institute PAS1899 (where possible); and
 - 3.1.7 the terms and conditions of any grant approved for EVCP installation at the Site by Dorset Council.
- 3.2. Joju shall keep the Host and Mer informed of the progress of the Works and shall notify both the Host and Mer of Joju's adherence to (or deviation) from the agreed schedule.
- 3.3. Joju shall permit the Host and Mer (and their Associated Persons) to access the Site whilst the Works are being carried out and will give the Host and Mer the information they reasonably request to establish that the Works are being and have been carried out in accordance with the terms of this Agreement.
- 3.4. Joju will inform the Host and Mer of the date that the Works have been completed in accordance with Clause 3.1. In giving notice pursuant to this Clause 3.4, Joju warrants that:
- 3.4.1 the Facilities installed pursuant to this Agreement have been installed in accordance with Clause 3.1 and have been energised and are available for use by the general public;
 - 3.4.2 the Site has been cleared of any of Joju's plant, equipment and materials used in relation to the Works; and
 - 3.4.3 the installation of such Facilities is free of any defects in workmanship.
- 3.5. Following receipt of notice of completion of the Works in accordance with Clause 3.4, the Host and Mer shall be entitled to attend the Site no later than ten (10) Working Days after receipt of such notice to inspect the Works and shall either:
- 3.5.1 provide written confirmation to Joju that the Works have been completed in accordance with the terms of this Agreement (the date of the later confirmation being the "Operation Date"); or
 - 3.5.2 notify Joju that the Works have not been completed in accordance with the terms of this Agreement, in which case Joju shall ensure that the Works are properly completed

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within such period as notified by the Host/Mer (as applicable) to Joju, acting reasonably (and clauses 3.1 to 3.6 shall apply in respect of the remediation of the Works).

- 3.6. If either the Host and/or Mer fail to provide a notice pursuant to clause 3.5.1 or 3.5.2 within the 10 Working Day period, the relevant party shall be deemed to have given confirmation that the Works have been completed in accordance with the terms of this Agreement (as required under Clause 3.5.1) on the expiry of that period.
- 3.7. Joju shall only procure Facilities under Clause 3.1 which:
 - 3.7.1 Mer has confirmed are compatible with Mer's software for the purposes of Mer providing the Back Office Functions; and
 - 3.7.2 are compatible with and able to charge the batteries of at least 75% of the total number of the brands of EVs known to be driven on the roads in the United Kingdom from time-to-time.
- 3.8. Prior to the installation of any of the EVCPs, Joju will be responsible for undertaking (or procuring that its subcontractor shall undertake) any necessary consultation with any required Relevant Authority or other third party in accordance with (but not limited to) the New Roads and Street Works Act 1991, Traffic Management Act 2004, Health and Safety at Work Act 1974, CDM Regulations 2015, the Highways Act 1980 and including the obtaining of any Necessary Consents from any required Relevant Authority, provided that:
 - 3.8.1 the Host shall use its best endeavours to assist Joju in obtaining such Necessary Consents from any Relevant Authority; and
 - 3.8.2 the Host shall be responsible for obtaining or providing any other Necessary Consent required in order to give effect to the Licence.
- 3.9. Joju shall provide a copy of each application for any Necessary Consent it requires to Mer for its approval (acting reasonably) before it is submitted provided that Mer may reasonably withhold its consent where the application contains an obligation which in Mer's opinion (acting reasonably) will have an adverse impact on the Licence or Mer's obligations under this Agreement.
- 3.10. Mer shall, on receipt of any application for a Necessary Consent, act promptly in reviewing the application and shall provide a response to Joju, either approving or rejecting the application, within five Working Days of receipt.
- 3.11. Following receipt of an approval under Clause 3.10, Joju shall submit the application for any Necessary Consent as soon as reasonably practicable and shall notify Mer that it has obtained the relevant Necessary Consent within five Working Days of the grant of the relevant Necessary Consent.

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- 3.12. Joju shall not implement any Necessary Consent without the consent of Mer (such consent not to be unreasonably withheld or delayed).
- 3.13. In respect of the Works, Joju hereby elects to be treated as the Principal Designer and the Principal Contractor and the only Client for the purposes of the CDM Regulations 2015. Joju shall observe, perform and discharge all of the obligations and duties of the Principal Designer, Principal Contractor and Client arising under the CDM Regulations 2015 in relation to the Works.
- 3.14. Joju shall use reasonable endeavours to obtain standard manufacturer warranties for the benefit of Mer in respect of any Facilities which it procures pursuant to Clause 3.1 and (to the extent that Joju cannot do so) Joju shall pursue and manage any claims under those warranties on behalf of Mer.

4 Operation Date

- 4.1. On the Operation Date, title and risk in the Facilities shall vest in Mer.
- 4.2. On the Operation Date, Mer shall pay the Installation Cost Refund in cleared funds to the bank account notified by the Host (subject to receipt of a valid VAT invoice from the Host addressed to Mer for the full amount of the Installation Cost Refund).
- 4.3. No later than fourteen (14) days after the Operation Date, the Host shall pay to Joju the Installation Costs in cleared funds to the bank account notified by Joju (subject to receipt of a valid VAT invoice from Joju addressed to the Host for the full amount of the Installation Costs).
- 4.4. From the Operation Date Joju shall have no right, title or interest in or to the Facilities and nothing in this Agreement is intended to create, or shall create, in favour of Joju, any legal or beneficial interest in such Facilities or any property of the Host or Mer of any nature whatsoever and Joju shall not be entitled to create any legal or beneficial interest in such Facilities (including but not limited to any mortgage, charge, security, interest, pledge, easement, lien or encumbrance of any kind whatsoever).

5 MAINTENANCE AND OPERATION

- 5.1. From and including the Operation Date, Mer shall be responsible for the management, supervision, operation, maintenance, repair, supply of power to and Back Office Functions of the EVCPs in accordance with:
- 5.1.1 Good Industry Practice
 - 5.1.2 all applicable Legislation;
 - 5.1.3 any applicable Site Rules;
 - 5.1.4 all reasonable health and safety rules and regulations and security requirements that apply at the Host's Site and have been communicated to Mer and its Associated

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Persons in writing not less than ten (10) Working Days before the commencement of the provision of Services at the Site;

5.1.5 the Project Proposal Document; and

5.1.6 British Standard Institute PAS1899 (where possible).

5.2. Mer shall ensure that the EVCPs are compatible with and able to charge the batteries of at least 75% of the total number of the brands of EVs known to be driven on the roads in the United Kingdom from time-to-time subject always to the capacity of the grid at the Site.

5.3. In respect of the EVCPs, where the electricity supply to the EVCPs is separately metered, Mer shall be responsible for the cost of the metering of the consumption of electricity by the EVCPs.

5.4. Mer shall be responsible for the costs of the electricity consumed by the EVCPs and, if such costs are charged to the Host together with the costs of electricity consumed by the Host's adjoining or neighbouring property, Mer shall pay a proportion of the total cost payable by the Host. The proportion of electricity costs payable by Mer shall be calculated by reference to the actual volume of electricity consumed by the EVCPs (as recorded by Mer's sub-meters). In such circumstances, the Host shall procure that electricity supplied to the EVCPs is supplied at a cost which is reasonable in the English energy market and on standard market terms.

6 OBLIGATIONS AND RIGHTS OF THE HOST

6.1. The Host shall at all times during the Term:

6.1.1 comply with all applicable Legislation;

6.1.2 maintain in effect all rights, permissions, consents, authorisations and agreements (including freehold or leasehold rights in respect of the Site, planning permissions, landowner consents and mortgagee and charge consents) where necessary to enable the Parties to perform their obligations and exercise their rights under this Agreement;

6.1.3 provide to Joju a non-exclusive licence, free of charge, to access and carry out activities at the Site to the extent necessary to enable the carrying out of any of the Works and to enable Joju to perform any obligation and exercise any rights pursuant to this Agreement (such licence to expire on the Operation Date);

6.1.4 provide to the Mer a non-exclusive licence, free of charge, to access and carry out activities at the Site to the extent necessary to enable the provision of the Services and to enable Mer to perform any obligation and exercise any rights pursuant to this Agreement;

6.1.5 co-operate with the Companies and use all reasonable endeavours to minimise any interference, disruption or delay to the Works and Services at the Site;

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- 6.1.6 clean the Parking Spaces and keep the same free from rubbish, litter and graffiti, except for removal of debris resulting from damage to or repair of the EVCPs;
- 6.1.7 ensure that the parking bay markings at the Parking Spaces are clearly visible at all times;
- 6.1.8 not do or allow anything to be done on the Parking Spaces or the Host's neighbouring land which would interfere with or damage the Facilities or any Conduits or interfere with, impede or obstruct access to them;
- 6.1.9 use all reasonable endeavours to ensure that access to the Parking Spaces and the Facilities for members of the public and the Companies' Associated Persons is maintained at all times;
- 6.1.10 ensure adequate lighting to enable the safe use of the EVCPs; and
- 6.1.11 not:
 - 6.1.11.1 erect any building or structure or plant on, in the immediate vicinity of, or beneath the Conduits;
 - 6.1.11.2 change the level of the surface, ground cover or composition of the Conduits; or
 - 6.1.11.3 drill, dig or break up the land containing the Conduits.
- 6.2. If the Host reasonably considers that works at the Site are urgently required to eliminate danger to the public or for other reasons of safety for reasons unrelated to the Facilities then:
 - 6.2.1 it may carry out the works immediately (causing as little damage as reasonably possible to the Facilities and making good all damage caused); and
 - 6.2.2 must advise the Companies of such works and the reasons therefor within one (1) Working Day of having carried out same,and the Host shall then reimburse the Companies for any damage to the Facilities and their losses and costs directly incurred as a result thereof (including loss of revenues resulting from unavailability of the EVCPs).

7 JOJU'S RIGHTS PRIOR TO THE OPERATION DATE

For the period from and including the Commencement Date to and excluding the Operation Date, the Host hereby grants Joju the right:

- 7.1. to the extent necessary to carry out the Works, install, test, commission, operate, inspect, maintain, repair, modify, enlarge, replace, add and/or remove the Conduits and/or Facilities at the Site;

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- 7.2. to the extent necessary to carry out the Works, survey, inspect, connect into, use, repair, enlarge and replace the Conduits and/or Facilities;
- 7.3. to the extent necessary to carry out the Works, enter the Parking Spaces and the adjoining or neighbouring parts of the Host's neighbouring land at any time to install, maintain, repair, replace, alter, upgrade, and renew the Facilities and the Conduits and to connect into the Conduits, subject to:
 - 7.3.1 carrying out such works in a proper and workmanlike manner;
 - 7.3.2 causing as little damage, inconvenience, or obstruction as reasonably practicable; and
 - 7.3.3 making good any damage caused to the Host's reasonable satisfaction;
- 7.4. to the extent necessary to carry out the Works, lay Conduits with the Host's consent (such consent not to be unreasonably withheld or delayed);
- 7.5. to the extent necessary to carry out the Works and Services, use and connect into the Conduits; and
- 7.6. to erect such signage, markers, advertising and parking bay markings on or surrounding the location of the EVCPs at the Site as Mer reasonably requires,

together with all such ancillary rights as may be required to give effect to the same.

8 MER'S RIGHTS FOLLOWING THE OPERATION DATE

From and including the Operation Date, the Host hereby grants Mer and its Associated Persons the right:

- 8.1. to the extent necessary to carry out the Services, install, test, commission, operate, inspect, maintain, repair, modify, enlarge, replace, add and/or remove the Conduits and/or Facilities at the Site, including the right to deinstall and reinstate the Site at the end of the Term pursuant to Clause 16;
- 8.2. to the extent necessary to carry out the Services, survey, inspect, connect into, use, repair, enlarge and replace the Conduits and/or Facilities;
- 8.3. to allow members of the public using the EVCPs to park in the Parking Spaces;
- 8.4. to the extent necessary to carry out the Services, enter the Parking Spaces and the adjoining or neighbouring parts of the Host's neighbouring land at any time to install, maintain, repair, replace, alter, upgrade, and renew the Facilities and the Conduits and to connect into the Conduits, subject to:
 - 8.4.1 carrying out such works in a proper and workmanlike manner;
 - 8.4.2 causing as little damage, inconvenience, or obstruction as reasonably practicable; and

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- 8.4.3 making good any damage caused to the Host's reasonable satisfaction;
- 8.5. to the extent necessary to carry out the Services, lay Conduits with the Host's consent (such consent not to be unreasonably withheld or delayed);
- 8.6. to the extent necessary to carry out the Services, use and connect into the Conduits; and
- 8.7. to erect such signage, markers, advertising and parking bay markings on or surrounding the location of the EVCPs at the Site as Mer reasonably requires,

together with all such ancillary rights as may be required to give effect to the same.

9 REVENUE SHARE

- 9.1. As soon as reasonably practicable and no later than twenty (20) Working Days after the end of each Billing Period during the term of this Agreement, Mer shall provide the Host with a statement (a "Billing Statement") showing in relation to that Billing Period:
 - 9.1.1 the sum of the Revenue Share to which the Host is entitled (the "Billing Statement Amount") demonstrated with supporting information; and
 - 9.1.2 all amounts of applicable taxes (including VAT) payable by Mer in respect of amounts referred to in Clause 9.1.1 above.
- 9.2. The Host shall invoice Mer in respect of the Billing Statement Amount determined under Clause 9.1 (as such amount may be revised or corrected with the prior agreement of Mer, where applicable, pursuant to Clauses 9.4 and 9.6).
- 9.3. (Subject to Clause 9.7) Mer shall pay to the Host the amount stated on any valid invoice issued pursuant to Clause 9.2 within thirty (30) Working Days of receipt of such an invoice in cleared funds to the bank account notified by the Host from time to time.
- 9.4. Within ten (10) Working Days following receipt of a Billing Statement from Mer, the Host may by written notice to Mer (a "Billing Dispute Notice") dispute in good faith any amount shown ("Disputed Amount") on the Billing Statement, giving reasons for the dispute. Mer will respond in writing to the Host within ten (10) Working Days of its receipt of such Billing Dispute Notice stating whether or not it agrees with the Billing Dispute Notice. If Mer fails to respond within such period to confirm whether or not it agrees with the Billing Dispute Notice, it will be deemed at the end of such period to disagree with the Billing Dispute Notice.
- 9.5. If Mer disagrees with the Billing Dispute Notice, Mer and the Host shall meet, by telephone conference call or otherwise, within ten (10) Working Days of Mer's response, or deemed response, for the purpose of attempting to resolve the Disputed Amount set out in the Billing Dispute Notice.
- 9.6. If Mer and the Host fail to resolve such dispute within thirty (30) Working Days, the same shall be referred to the auditors of Mer for settlement (such auditors being required to act

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independently and impartially), and their decision, except in the case of manifest error, shall be final and binding on Mer and the Host.

9.7. If Mer agrees with the Billing Dispute Notice or, following agreement or determination of the Disputed Amount, if any amount shown in the original Billing Statement is agreed or determined to be incorrect, Mer shall issue a revised Billing Statement reflecting such agreement or determination (the "Revised Billing Statement") within ten (10) Working Days of such agreement or determination, following which either:

9.7.1 if the Host has already issued an invoice for the amount shown in the original Billing Statement, the Host shall:

9.7.1.1 where the original invoice has not been paid, issue a credit note to cancel the original invoice and issue a revised invoice pursuant to Clause 9.2 reflecting the amount shown on the Revised Billing Statement that has been agreed or determined; or

9.7.1.2 where the original invoice has been paid, issue a further invoice to reflect any additional amount owed by Mer to the Host which has not already been paid or conversely issue a reimbursement within ten (10) Working Days of any amounts which may have been overpaid by Mer; or

9.7.2 if an invoice has not already been issued for the amount shown in the original Billing Statement, then the Host shall issue an invoice pursuant to Clause 9.2 to reflect the Revised Billing Statement Amount.

9.8. In the event that any payment is not paid by the date it is due, whether it has been formally demanded or not, the Host shall be entitled to interest at a rate of 3% above Lloyds Bank Plc's base lending rate for the outstanding amount for the period from the due date to and including the date of payment.

9.9. All sums payable by Mer under this Agreement are exclusive of any VAT that may be chargeable, and Mer shall pay VAT in respect of all taxable supplies made to it in connection with the operation of the Licence. Every obligation on Mer under or in connection with this Agreement to pay, refund or to indemnify the Host or any other person any money or against any liability includes an obligation to pay, refund or indemnify against any VAT, or an amount equal to any VAT, chargeable in respect of it.

10 REVIEW OF BASE CHARGE

10.1. The Base Charge must be reviewed on each Review Date. The Base Charge after being reviewed is the higher of:

10.1.1 the Base Charge under this Agreement immediately before the relevant Review Date; and

10.1.2 the sum calculated in accordance with the following formula:

Operator License Agreement

$(A/B) \times C$

where:

A is the Current Figure

B is the Base Figure

C is the Base Charge immediately before the relevant Review Date.

10.2. If the amount of the Base Charge increases as a result of being reviewed, Mer must notify the Host as soon as possible after the relevant Review Date.

10.3. If:

10.3.1 the reference base used to compile the Index changes after the date of this Agreement; or

10.3.2 the Index is no longer published,

Mer shall adopt a new arrangement for indexing to reflect increases in retail prices on a similar basis to that originally set out in this Agreement.

10.4. Any dispute or question arising between the Host and Mer as to the amount of the Base Charge or the construction and effect of this Clause 10 is to be dealt with in accordance with Clause 26.

11 RECORDS, AUDIT AND INSPECTION

11.1. Mer shall (and shall procure that any sub-contractor shall) at all times:

11.1.1 maintain a full record of the usage of the EVCPs to ensure that it is at all times possible to conduct audits for verification of the Revenue Share; and

11.1.2 upon reasonable request by the Host, provide within twenty eight (28) Working Days a written summary of any of the information referred to in Clause 11.1.1, in such form and detail as the Host may reasonably require to enable the Host to monitor the performance by Mer of its obligations under this Agreement and the Parties acknowledge that such information may be provided electronically.

12 RE-SITING AND ALTERATIONS

12.1. In this Clause 12:

12.1.1 "New Location" means the new site agreed pursuant to Clause 12.2.1;

12.1.2 "Relocation" means the relocation of the Facilities in accordance with the provisions of this Clause and "Relocate" shall be construed accordingly; and

Operator License Agreement

12.1.3 "Relocation Notice" means the notice served by the Host pursuant to Clause 12.2.

12.2. At any time following the Operation Date, the Host may, by service of written notice, request Mer relocate any of the Facilities from the Site at which it has been installed, and following service of the Relocation Notice the following provisions shall apply:

12.2.1 Mer and the Host shall use reasonable endeavours, subject to obtaining Necessary Consents, to find a new site of equivalent quality, profile and size as the initial Site;

12.2.2 promptly following receipt of all Necessary Consents for the Relocation, Mer shall carry out such works as are necessary to effect the Relocation; and

12.2.3 the Host shall pay to Mer within ten (10) Working Days of demand all reasonable and properly incurred costs incurred pursuant to this Clause 12, including:

12.2.3.1 the cost of carrying out the Relocation works, including disconnection, dismantling, transporting and reinstating the Facilities at the New Location;

12.2.3.2 the cost of applying for and obtaining any Necessary Consents for the Relocation;

12.2.3.3 the cost of installing or modifying the grid supply point; and

12.2.3.4 any other legal and professional costs incurred.

12.3. Following completion of the Relocation, the provisions of this Agreement shall apply to the New Location as if it were a Site.

12.4. Neither Company shall remove any of the EVCPs during the Term without the prior consent of the Host (such consent not to be unreasonably withheld or delayed). If the Host consents to such removal, then the Company which requests the consent shall be responsible for the costs of such removal.

13 VANDALISM

Following the Operation Date, Mer shall be responsible as between the Parties for all repair and maintenance of the Facilities and any loss thereof or damage thereto howsoever occasioned (including without limitation vandalism and civil commotion) provided the Host has used all reasonable endeavours, in the opinion of Mer, to maintain adequate security at the Site.

14 OWNERSHIP

14.1. The Host and Joju hereby covenant with Mer and its successors in title that at all times following the Operation Date, the EVCPs shall remain the property of Mer and shall continue in the ownership of Mer, notwithstanding that they may be affixed to any Site, and the Host

Operator License Agreement

shall permit Mer after any termination or expiry of this Agreement to sever, de-install and remove the EVCPs from the Site (unless otherwise agreed pursuant to Clause 16).

14.2. For the avoidance of any doubt, any occupation of the Site by the Companies shall be as licensee and no tenancy shall be created by the arrangement nor shall any such tenancy be sought or claimed by either of the Companies at any time.

15 LIABILITY & INDEMNITY

15.1. Subject to Clauses 15.2 and 15.3, neither Company shall be liable for:

15.1.1 the death of, or injury to the Host, its Associated Persons, customers or invitees to the Site; or

15.1.2 damage to any property of the Host or that of the Host's Associated Persons, customers or other invitees to the Site.

15.2. Mer's aggregate liability under the terms of this Agreement or any claims whatsoever arising in connection therewith shall be limited to £1,000,000 (one million Great British Pounds). Mer shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or misconduct of the Host or by breach by the Host of its obligations under this Agreement.

15.3. Joju's aggregate liability under the terms of this Agreement or any claims whatsoever arising in connection therewith shall be limited to £1,000,000 (one million Great British Pounds). Joju shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or misconduct of the Host or by breach by the Host of its obligations under this Agreement.

15.4. Nothing in Clauses 15.1, 15.2 or 15.3 shall remove or limit either Companies' liability for:

15.4.1 death or personal injury or damage to property caused by negligence on the part of that Company or its Associated Persons;

15.4.2 any liability arising under any other agreement between that Company and the Host;

15.4.3 any matter in respect of which it would be unlawful for that Company to exclude or restrict liability; and

15.4.4 damage caused as a result of that Company's breach of its obligations under this Agreement or caused as a result of the wilfully negligent act or omission of that Company or its Associated Persons.

15.5. No Party shall be liable to any other Party under this Agreement for any loss of profit, loss of revenue, loss of margin, loss of use, loss of production, loss of opportunity, loss of contract, loss of goodwill, loss of business, anticipated savings or tax mitigation, lost management time or any indirect loss or consequential loss, howsoever arising.

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15.6. Joju must keep Mer indemnified against all liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses suffered or incurred by Mer arising out of or in connection with any breach of Joju's covenants in Clause 3.

16 REMOVAL AND DISPOSAL OF EVCPs

16.1. Subject to the remainder of this Clause 16 and unless otherwise provided for in this Agreement, prior to expiry of the Term, the Host shall inform Mer whether or not Mer shall be required to remove the EVCPs and the Facilities at the end of the Term.

16.2. If the Host requires Mer to remove the EVCPs and the Facilities at the end of the Term under Clause 16.1 Mer:

16.2.1 shall, in accordance with any applicable provisions of Clause 3, carry out all such works as are necessary in order to reinstate and make good the Site, any foundations, signage and bay markings to the same condition of the Site on the date of this Agreement within a period of two (2) months from the expiry of this Licence;

16.2.2 shall continue to maintain and repair the EVCPs whilst the same remain on the Site and to comply with its obligations under this Agreement in so far as they relate to the EVCPs and the Facilities that remain on the Site until the expiry of the two (2) month period referred to in Clause 16.2.1, save for payment of the Revenue Share; and

16.2.3 (subject always to the requirements of any Necessary Consent or Legislation) shall not be required to remove any Conduits installed in connection with this Agreement and Mer's obligation in respect of such Conduits shall, if works are carried out to remove any of the Facilities, be only to ensure that the Conduits are safely 'capped off' in accordance with Good Industry Practice and to ensure that the electricity cabling does not pose a hazard to the public or the Host.

16.3. If Mer is not required to remove the EVCPs and the Facilities at the end of the Term under Clause 16.2, title and risk in the EVCPs shall transfer to the Host with effect from the expiry or earlier termination (as applicable) of the Licence and Mer shall be under no obligation to remove the EVCPs or the Facilities, reinstate the Site or 'cap off' any Conduits.

16.4. Where this Agreement is terminated by:

16.4.1 the occurrence of the Licence End Date, Mer shall comply with Clause 16.2 (where required to do so pursuant to Clause 16.1) at its own cost;

16.4.2 the Host pursuant to Clauses 17.1.1 or 17.1.2, Mer shall comply with Clause 16.2 at its own cost (as if it has been required to do so pursuant to Clause 16.1) unless Mer agrees to sell the EVCPs to the Host and the Host agrees, in writing, to purchase the EVCPs from Mer;

Operator License Agreement

16.4.3 Mer pursuant to Clauses 17.1.1 to 17.1.3 (inclusive), Mer shall comply with Clause 16.2 (as if it has been required to do so pursuant to Clause 16.1) at the Host's cost (Mer's costs being reasonable and proper);

16.4.4 the Host pursuant to Clause 17.1.4, Mer shall comply with Clause 16.2 (as if it has been required to do so pursuant to Clause 16.1) at the Host's cost (Mer's costs being reasonable and proper); or

16.4.5 by any Party in accordance with Clause 28.5, Mer shall comply with Clause 16.2 (as if it has been required to do so pursuant to Clause 16.1) at its own cost.

17 TERMINATION

17.1. (Subject to Clauses 19 and 20) this Agreement may be terminated immediately by written notice:

17.1.1 by any Party where the other commits a material breach of this Agreement and (if remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so;

17.1.2 by:

17.1.2.1 the Host where Joju is subject to an Insolvency Event prior to the Operation Date;

17.1.2.2 the Host where Mer is subject to an Insolvency Event following the Operation Date; or

17.1.2.3 by Mer where the Host is subject to an Insolvency Event;

17.1.3 (save where a Force Majeure Event is occurring) by Mer where they have been prevented from being able to use or access the EVCPs, the Facilities, and/or the Conduits for an aggregate of ninety (90) days or more over a rolling twelve (12) month period between the Operation Date and the License End Date; or

17.1.4 by the Host where it has decided to deal with its interest in the Site as described in Clause 24 but has been unable to procure that the incoming landowner enter into the new agreement with Mer as described in Clause 24.

17.2. Joju shall not be permitted to terminate this Agreement for any reason following the Operation Date.

18 CONSEQUENCES OF EXPIRY OR TERMINATION

18.1. On expiry or termination of this Agreement:

18.1.1 (subject to Clauses 16 and 17), the Companies shall not be required to perform any further Services or Works;

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- 18.1.2 each of the Parties shall immediately return all of any other Party's property received pursuant to this Agreement (including any Confidential Information, save to the extent that a Party is required by law to retain Confidential Information or to comply with its internal governance policies or procedures), and shall make no further use of such property or information, save to the extent necessary to perform any surviving obligations under this Agreement;
- 18.1.3 the termination or expiry of this Agreement shall be without prejudice to any accrued rights and liabilities of the Parties; and
- 18.1.4 Clauses 14 (Ownership), 15 (Liability & Indemnity), 16 (Removal and Disposal of EVCPs), 17 (Termination), 18 (Consequences of Expiry or Termination), 21 (Confidentiality), 22 (Data Protection), 25 (Intellectual Property Rights), 26 (Dispute Resolution), 27 (Notices), 28 (General), and 29 (Jurisdiction), shall survive expiry or termination of the Agreement.
- 18.2. If this Agreement is terminated by Mer pursuant to Clause 17.1 (due to a material breach by the Host) or by the Host pursuant to Clause 17.1.4, the Host will pay a percentage of the Costs Mer has incurred and/or committed to (and which are incapable of cancellation) in relation to the performance of (or in expectation of performing) this Agreement as follows:

Termination Date	Percentage of Costs payable
Commencement Date – end of Year 7 of the Licence Period	100%
End of Year 7 of the Licence Period – end of Year 8 of the Licence Period	75%
End of Year 8 of the licence Period – end of Year 9 of the Licence Period	50%
End of Year 9 of the licence Period – end of Year 10 of the Licence Period	25%

- 18.3. No Costs will be payable by the Host pursuant to Clause 18.2 after the tenth anniversary of the Commencement Date unless any EVCP at the Site has been replaced by Mer after the seventh anniversary of the Commencement Date in which case all of Mer's Costs in respect of that replacement EVCP will be payable by the Host to Mer.
- 18.4. In addition to any sums payable under Clause 18.2, the Landowner will pay to Mer an amount equal to 30% of the Gross Revenue Mer would have received for the remaining term of the Licence Period had this Agreement not been terminated before the Licence End Date. The annual Gross Revenue figure to be used in calculating the total sum payable for the remaining term of the Licence Period shall be calculated by reference to:
- 18.4.1 where termination occurs twelve (12) months or more after the Operation Date, an amount equal to the Gross Revenue received by Mer under this Agreement for the

Operator License Agreement

twelve (12) month period immediately prior to the date of termination of this Agreement; or

18.4.2 where termination occurs within twelve (12) months of the Operation Date, an amount equal to the Gross Revenue for a twelve (12) month period reasonably forecast by Mer.

19 STEP-IN RIGHTS: TERMINATION BY JOJU

19.1. Joju shall not exercise, or seek to exercise, any right to:

19.1.1 terminate (or treat as terminated) this Agreement; or

19.1.2 discontinue the carrying out of and completion of the Works (including, without limitation, discontinue the performance of its obligations under Clause 3),

for any reason (including, without limitation, any breach on the part of the Host) without giving Mer at least ten Working Days' notice of its intention to do so. Any notice from Joju shall specify the grounds for Joju's proposed termination or discontinuance.

19.2. Joju's right to terminate this Agreement, or to discontinue the carrying out of and completion of the Works (including, without limitation, to discontinue the performance of its obligations under Clause 3), shall cease if, within the period referred to in Clause 19.1, Mer gives notice to Joju, copied to the Host:

19.2.1 requiring Joju not to terminate this Agreement or to discontinue the carrying out of and completion of the Works;

19.2.2 acknowledging that Mer (or its nominee) will assume all of Joju's obligations under this Agreement; and

19.2.3 undertaking that Mer will pay to Joju any sums then due and payable to Joju under this Agreement that are unpaid.

19.3. If Mer serves notice on Joju under Clause 19.2, then, from the date of service of the notice, this Agreement shall continue in full force and effect, as if it had been entered into between the Host and Mer (or its nominee), to the exclusion of Joju.

19.4. For the avoidance of doubt, Clause 19.3 does not and will not waive any breach of this Agreement or default under this Agreement by the Host and, where Mer has assumed Joju's obligations pursuant to Clause 19.2, Mer shall be permitted to enforce any such breach against the Host regardless of the date on which the breach occurred.

20 STEP-IN RIGHTS: TERMINATION BY THE HOST

20.1. The Host shall not exercise, or seek to exercise, any right to terminate (or treat as terminated) this Agreement arising from any breach on the part of Joju or any Insolvency Event arising in

Operator License Agreement

connection with Joju without giving Mer at least ten Working Days' notice of its intention to do so. Any notice from the Host shall specify the grounds for the Host's proposed termination.

20.2. The Host' right to terminate this Agreement shall cease if, within the period referred to in Clause 20.1, Mer gives notice to the Host, copied to Joju:

20.2.1 requiring the Host not to terminate this Agreement or to discontinue the carrying out of and completion of the Works; and

20.2.2 acknowledging that Mer (or its nominee) will assume all of Joju's obligations under this Agreement.

20.3. If Mer serves notice on the Host under Clause 20.2, then, from the date of service of the notice, this Agreement shall continue in full force and effect, as if it had been entered into between the Host and Mer (or its nominee), to the exclusion of Joju.

21 CONFIDENTIALITY

21.1. Each Party undertakes to the other that it shall keep all Confidential Information confidential and that it shall not use or disclose the other Parties' Confidential Information except as permitted by this Clause 21.

21.2. A Party may:

21.2.1 disclose Confidential Information to any of its Associated Persons and to its outside professional advisers who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement provided that such Party ensures that each such person to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this Clause 21 as if it were a Party;

21.2.2 disclose Confidential Information to Dorset Council relating to the performance of the EVCPs where required pursuant to the terms and conditions of any grant provided by Dorset Council in respect of the installation of the EVCPs at the Host's Site provided that such Party ensures that Dorset Council is aware of the confidential nature of the Confidential Information and Dorset Council agrees to comply with this Clause 21 as if it were a Party;

21.2.3 disclose Confidential Information as may be required by Laws, any court, stock exchange rules, any governmental, regulatory or supervisory authority, or any other authority of competent jurisdiction; and

21.2.4 use Confidential Information only to perform any obligations under this Agreement.

21.3. The restrictions specified in this Clause 21 shall be valid for the term of this Agreement and for a period of three (3) years thereafter.

Operator License Agreement

22 DATA PROTECTION

- 22.1. For the purpose of this Clause 22, "Controller", "Information Commissioner", "Process", "Processed", and "Personal Data" shall have the meanings given to them in the Data Protection Legislation.
- 22.2. The Parties each acknowledge and agree that they may need to Process Personal Data (in their respective capacities as Data Controllers) in order to manage and perform this Agreement.
- 22.3. Each Party shall Process Personal Data for the purposes set out in Clause 22.2 in accordance with their respective privacy policies and applicable Data Protection Legislation. The Parties acknowledge that they may be required to share Personal Data with their Affiliates, group companies and other relevant parties, within or outside of the country of origin, in order to carry out the activities set out in Clause 22.2, and in doing so each Party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Legislation.

23 BUSINESS ETHICS

- 23.1. The Host shall, when acting in connection with this Agreement (prior to or after the entering into of this Agreement), always act in compliance with all applicable national and international laws, rules and regulations relating to ethical and responsible standards of behaviour, including but not limited to those dealing with human rights, environmental protection, corruption, fraud, anti-money laundering, applicable sanction regimes, and other economic crimes. The Host shall ensure that all its employees, representatives and Affiliates comply with the above requirements.
- 23.2. The Host acknowledges and agrees that any breach of Clause 23.1 shall be a material breach of this Agreement which is incapable of remedy and without prejudice to the Mer's rights to terminate this Agreement in accordance with Clause 17 and any other right or remedy Mer may have, Mer may immediately cease all payments to the Host.

24 HOST DEALINGS WITH SITE

The Host is obliged to give prior written notice to Mer if it intends to deal in any way with its interest in the title or property on which the Site is located. The Host shall procure that the any incoming host shall enter into an Agreement with the Mer on the same terms as this Agreement for the remaining Term.

25 INTELLECTUAL PROPERTY RIGHTS

- 25.1. Save as granted elsewhere under this Agreement, no Party shall acquire any right, title or interest in any other Parties' IPR.
- 25.2. No Party shall, and shall procure that its Associated Persons shall not, (except when necessary for the performance of this Agreement) without prior approval, use or disclose any other Parties' IPR to any third party.

Operator License Agreement

25.3. Joju confirms that the Works will not infringe any IPR of any third party.

25.4. Mer confirms that the Services will not infringe any IPR of any third party.

26 DISPUTE RESOLUTION

26.1. If a Party considers another Party to be in default of their obligations under this Agreement, it shall not commence legal proceedings against the other Party before first bringing the alleged breach or problem to the other Party's attention in writing and seeking resolution. The aggrieved Party shall notify the other Party in writing of the way in which it considers the other Party to be in default and what it considers necessary to remedy the fault (the "Dispute"). The other Party shall respond in writing within ten (10) Working Days of receipt of the Dispute notification. The Parties shall use their reasonable endeavours to resolve by agreement any Dispute between them with respect to any matter relating to this Agreement and such efforts shall involve the escalation of the Dispute to a member of the executive of each Party. If the matter remains unresolved for a further period of ten (10) Working Days the matter shall be referred to mediation in accordance with Clause 26.2.

26.2. Mediation will be undertaken in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure ("Mediation"). Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the Mediation a Party must give notice in writing (the "ADR Notice") to the other Party to the Dispute requesting mediation. A copy of the request should be sent to CEDR Solve. Mediation will start not later than 10 Working Days after the date of the ADR Notice.

26.3. No Party may commence any court proceedings in relation to any Dispute arising out of this Agreement until it has attempted to settle the Dispute by Mediation and either the Mediation has terminated or the other Party has failed to participate in the Mediation, provided that the right to issue proceedings is not prejudiced by a delay.

26.4. Each Party shall bear their own legal costs associated with the Mediation.

27 NOTICES

27.1. Any notice which may be given under this Agreement shall be in writing and shall be delivered:

27.1.1 personally; or

27.1.2 by pre-paid first class post; or

27.1.3 recorded delivery; or

27.1.4 email, subject to Clause 27.2,

and to the addresses as follows (and a Party may notify the other Party in writing of changes to its notice details from time to time):

Mer:

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Mer Charging UK Limited
FAO: Karl Anders
19th Floor, 22 Bishopsgate
London,
United Kingdom
EC2N 4BQ

Email: karl.anders@mer.eco and sam.illsley@mer.eco

Joju:

Joju Limited
Suite 5, 128 Aldersgate Street
London
EC1A 4AE
Attention: Joe Michaels

Email: joe.michaels@joju.co.uk

The Host:

[XXXX]

Email: [XXXX]

27.2. Any notice shall be deemed to have been served:

27.2.1 if delivered personally, when left at the address and for the contact referred to in Clause 27.1; or

27.2.2 if sent by pre-paid first-class post or recorded delivery at 9.00 am on the second Working Day after posting; or

27.2.3 if sent by email at the time the email enters the information system of the intended recipient provided that no error message indicating failure to deliver has been received by the sender.

28 GENERAL

28.1. Exclusivity

The Host warrants and undertakes to Mer that as at the date of this Agreement and during the Term no other person shall be entitled, allowed or promised, to be able to install, operate, maintain, repair, replace or provide Back Office Functions to public electric vehicle charging points on the land adjoining or neighbouring the Site which forms part of the Host's car park

Operator License Agreement

or to place signs, markers, advertising and parking bay markings in connection with public electric vehicle charging points on that land for the Term.

28.2. Act or Omission of Host or Associated Persons

If either Companies' performance of its rights or obligations under this Agreement is prevented or delayed by any act or omission of the Host or its Associated Persons, the relevant Company shall:

28.2.1 not be liable for any costs, charges or losses sustained or incurred by the Host that arise directly or indirectly from such prevention or delay;

28.2.2 be entitled to a reasonable extension of time for completion of the applicable Works or Services; and

28.2.3 be entitled to recover any additional costs, charges or losses the relevant Company sustains or incurs that arise directly or indirectly from such prevention or delay.

28.3. Entitlements

The Parties acknowledge and agree that, as between the Parties, Mer is entitled to any and all existing and future rights and revenue, (including tax credits or grants in lieu thereof), tax depreciation, rebates, benefits, reductions, offsets, allowances and/or entitlements of any kind, howsoever entitled or named, whether arising under Legislation, international treaty, trade association membership or the like, arising out or in connection with any EVCP and/or the supply of electricity from any EVCP pursuant to this Agreement.

28.4. Assignment

Mer may assign, novate or otherwise transfer any rights or obligations under this Licence without Host's prior written consent and Host undertakes to enter into such agreements or deeds or take such actions as may be necessary to give effect to this Clause 28.4. Mer may grant a bona fide floating charge over its interests in and rights granted by this Agreement.

28.5. Force Majeure

28.5.1 No Party shall be liable to any other for any failure to perform, delay in performing or imperfect performance of any of its obligations under this Agreement to the extent that such failure, delay or imperfect performance is due to a Force Majeure Event.

28.5.2 If a Party is affected by a Force Majeure Event, it will use its reasonable endeavours to cure the Force Majeure Event and will notify the other Parties of the nature of any actual or anticipated failure, delay or imperfect performance and the anticipated consequence and length of such failure, delay, or imperfect performance as soon as reasonable practicable after becoming aware of the same.

Operator License Agreement

28.5.3 If a Force Majeure Event occurs which affects a Party's performance of its obligations under this Agreement for a continuous period of three (3) months then the non-affected Party may (subject to Clauses 19 and 20), on thirty (30) days' prior written notice to the other Parties, terminate this Agreement with no liability on any Party for the effects of such Force Majeure Event and the provisions of Clause 16.2 shall apply.

28.6. Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification or deletion of a provision or part-provision under this Clause 28.6 shall not affect the validity and enforceability of the rest of this Agreement.

28.7. Third Party Rights

28.7.1 Save as provided in Clause 28.7.2, any third party who is not a Party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

28.7.2 Where a grant has been provided to the Host by Dorset Council for the EVCP installation at the Site, Dorset Council may enforce any rights of action of the Host arising under Clause 3 of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

28.8. Variation

No variation of this Agreement shall be effective unless it is in writing and executed by the Parties (save that Joju shall not be required to execute such a variation following the Operation Date).

28.9. Entire Agreement

28.9.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter except that this Agreement does not affect any other agreement made between the Parties relating to the funding or construction of the EVCPs.

28.9.2 Each Party acknowledges that in entering into the Agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

Operator License Agreement

28.10. No Partnership or Agency

Nothing in this Agreement shall be intended to or shall be deemed to establish any partnership or joint venture between the Parties or constitute any Party to be the agent of the other Party or authorise any Party to make representation about or on behalf of the other Party.

29 JURISDICTION

This Agreement shall be governed by and construed in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English courts.

Operator License Agreement

IN WITNESS whereof the Parties have executed this Agreement the day and year first before written

[XXXX]

.....
Director / Authorised Signatory

MER CHARGING UK LIMITED

.....
Director /Authorised Signatory

JOJU LIMITED

.....
Director /Authorised Signatory

Operator License Agreement

SCHEDULE 1

PROJECT PROPOSAL DOCUMENT

Operator License Agreement

No	Proposal	Detail
1.	Site details	<i>[To include amount of parking spaces, publicly accessible (yes/no), paid or free parking, and if available, data on occupancy rates/dwell time, security]</i>
2.	Host details (including details as to Host's title in order to confirm the Host has the relevant rights to enter into and perform the Host Agreement)	
3.	Estimated [Installation Date] and Operation Date	
4.	Installation Cost	
5.	Installation Cost Refund	
6.	Revenue Share Percentage offered to the Host	
7.	Number of EVCPs	
8.	Specification of EVCPs	<i>[e.g. AC/DC, 7.4/22 Kwh, load balancing (yes/no), wall mounted/pole mounted]</i>
9.	Specification of Conduits and Facilities	<i>[Details of the Conduits / Facilities that will be installed by the Joju or if the Host's existing infrastructure will be used]</i>
10.	Forecasted 12 month Gross Revenue	
11.	Address for delivery of EVCPs	
12.	Location at Site on which EVCPs are to be located	<i>[Latitude & longitude] or what 3 words</i>
13.	Amount of available spare grid capacity (and/or whether a new connection is required)	
14.	Conditions Precedent to Licence Agreement	

Operator License Agreement

15.	<i>Any other requirements</i>	<i>[e.g. multi rate setting, energy supplier, storage, solar etc]</i>
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Operator License Agreement

SCHEDULE 2

EVCP SITE

[XXXX]

Assets of Community Value - End of Five Year Listing - Various in Langton Matravers



ACV <ACV@dorsetcouncil.gov.uk>
To clerk@langtonmatravers-pc.gov.uk

- 2023-11-07 Parish Office & Public Toilets - Langton Matravers Parish Council - Nominating Body.pdf .pdf File
v
- 2023-11-07 Scout & Guide Hut - Langton Matravers Parish Council - Nominating Body.pdf .pdf File
v
- 2023-11-07 St George's School Playing Field - Langton Matravers Parish Council - Nominating Body.pdf .pdf File
v
- 2023-11-07 Langton Matravers Village Hall - Langton Matravers Parish Council - Nominating Body.pdf .pdf File
v

Dear Michelle,

For your information, please see the table below listing Assets of Community Value in Langton Matravers, which have reached the end of their five year listing:-

Listing Local Authority	Date Nomination received	Name of Asset	Address of Asset	Nominating Body	Date of ACV Listing	Date listing due to expire (5 years from listing date) unless previously removed from list for other reasons
PDC	31-Aug-18	Langton Matravers Parish Office and Public Toilets	Adj Putlake Farm, 1A High Sreet, Langton Matravers, Swanage, BH19 3EU	Langton Matravers Parish Council	29-Oct-18	28-Oct-23
PDC	31-Aug-18	Langton Matravers Village Hall	High Sreet, Langton Matravers, Swanage, BH19 3HA	Langton Matravers Parish Council	29-Oct-18	28-Oct-23
PDC	31-Aug-18	St George's School Playing Field, Langton Matravers	High Sreet, Langton Matravers, Swanage, BH19 3HB	Langton Matravers Parish Council	29-Oct-18	28-Oct-23
PDC	31-Aug-18	Langton Matravers Scout and Guide Hut	High Street, Langton Matravers, Swanage, BH19 3HG	Langton Matravers Parish Council	29-Oct-18	28-Oct-23

Please find attached letters to verify the end of the five year listings.

Please let me know if you require further advice.

Best regards,



Spatial Planning
County Hall, Colliton Park, Dorchester, DT1 1XJ
☎ 01305 251010
🌐 www.dorsetcouncil.gov.uk

Michelle Harrington
Langton Matravers Parish Council
1a High Street
Langton Matravers
Swanage
Dorset
BH19 3EU

Date: 07 November 2023
Ref: DC/CR2B/2023/5-29
Officer: Fiona Ajram
☎ 01258 484201
✉ fiona.ajram@dorsetcouncil.gov.uk

Dear Michelle,

**Removal from Dorset Council Asset of Community Value List notification:
Parish Office & Public Toilets, High Street, Langton Matravers, Dorset BH19 3EU**

I write to notify Langton Matravers Parish Council that Dorset Council has removed the above property from the list of assets of community value as the five year listing period has expired under the provisions of section 87(3) of the Localism Act 2011.

This does not preclude re-nomination of the asset. Information and a nomination form are available on the Dorset Council website [here](#).

Should you have any queries please contact me.

Yours sincerely,

F.Ajram

Fiona Ajram
Planning Policy Officer



Spatial Planning

County Hall, Colliton Park, Dorchester, DT1 1XJ

☎ 01305 251010

🌐 www.dorsetcouncil.gov.uk

Michelle Harrington
Langton Matravers Parish Council
1a High Street
Langton Matravers
Swanage
Dorset
BH19 3EU

Date: 07 November 2023
Ref: DC/CR2B/2023/5-27
Officer: Fiona Ajram
☎ 01258 484201
✉ fiona.ajram@dorsetcouncil.gov.uk

Dear Michelle,

**Removal from Dorset Council Asset of Community Value List notification:
Langton Matravers Scout & Guide Hut, SW Corner of High Street and Durnford Drove,
Langton Matravers, Dorset BH19 3HB**

I write to notify Langton Matravers Parish Council that Dorset Council has removed the above property from the list of assets of community value as the five year listing period has expired under the provisions of section 87(3) of the Localism Act 2011.

This does not preclude re-nomination of the asset. Information and a nomination form are available on the Dorset Council website [here](#).

Should you have any queries please contact me.

Yours sincerely,

F.Ajram

**Fiona Ajram
Planning Policy Officer**



Spatial Planning
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Michelle Harrington
Langton Matravers Parish Council
1a High Street
Langton Matravers
Swanage
Dorset
BH19 3EU

Date: 07 November 2023
Ref: DC/CR2B/2023/5-25
Officer: Fiona Ajram
☎ 01258 484201
✉ fiona.ajram@dorsetcouncil.gov.uk

Dear Michelle,

**Removal from Dorset Council Asset of Community Value List notification:
St George's School Playing Field, High Street, Langton Matravers, Dorset BH19 3HB**

I write to notify Langton Matravers Parish Council that Dorset Council has removed the above property from the list of assets of community value as the five year listing period has expired under the provisions of section 87(3) of the Localism Act 2011.

This does not preclude re-nomination of the asset. Information and a nomination form are available on the Dorset Council website [here](#).

Should you have any queries please contact me.

Yours sincerely,

F.Ajram

Fiona Ajram
Planning Policy Officer



Spatial Planning

County Hall, Colliton Park, Dorchester, DT1 1XJ

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Michelle Harrington
Langton Matravers Parish Council
1a High Street
Langton Matravers
Swanage
Dorset
BH19 3EU

Date: 07 November 2023
Ref: DC/CR2B/2023/5-31
Officer: Fiona Ajram
☎ 01258 484201
✉ fiona.ajram@dorsetcouncil.gov.uk

Dear Michelle,

**Removal from Dorset Council Asset of Community Value List notification:
Langton Matravers Village Hall, High Street, Langton Matravers, Dorset BH19 3HA**

I write to notify Langton Matravers Parish Council that Dorset Council has removed the above property from the list of assets of community value as the five year listing period has expired under the provisions of section 87(3) of the Localism Act 2011.

This does not preclude re-nomination of the asset. Information and a nomination form are available on the Dorset Council website [here](#).

Should you have any queries please contact me.

Yours sincerely,

F.Ajram

**Fiona Ajram
Planning Policy Officer**

Clerks Report.

A. Relevant Correspondence received (not newsletters or generic emails)

A1 Langton Matravers Village Hall Management Committee - Email received 12-11-23

"I'm contacting you as a representative of the Parish Council on behalf of the Langton Matravers Village Hall ("LMVH") Management Committee. Although you may not be aware of it, under the LMVH Constitution the Parish Council is entitled to appoint a representative to become a member of and attend meetings of the Management Committee, and in times gone by this used to happen. The Management Committee is now reviewing the Constitution with the aim of updating it to reflect current practice.

The Management Committee would accordingly be grateful if you could kindly confirm whether the Parish Council wishes to appoint a representative to become a member and attend its meetings in future. By way of background information –

- LMVH is a registered charity and the members of the Management Committee are Trustees, subject to obligations specified by the Charity Commission. Any representative of the Parish Council would also become a member of the Management Committee and a Trustee, with the same responsibilities as the other Trustees.
- The Management Committee meets every two months and generally discusses the running of LMVH, including finances, policies, events, maintenance of the building, equipment, etc. We also hold an AGM, open to the village, at which members are elected and the Chairman reports on the previous year. The next AGM will be held on Wednesday 21 February 2024 in the Village Hall at 7pm.

Please let me know if you need any other information. Subject to that, would you please confirm within 28 days of the date of this email whether the Parish Council wishes to appoint a representative to become a member of and attend meetings of the Management Committee? If I don't hear from you by then, I will assume that the Parish Council does not wish to do so and the Constitution of LMVH will be redrafted to reflect that."

Recommendation: To discuss and agree away forward.

A2 Dorset Council; Dog Warden – Email received 23-11-23

"Hi, hope you are well. You have seen a flurry of emails around our new Dog related Public Space Protection Order for Dorset Council. The Order has been agreed and made and is currently going through the period required for the potential for it to be appealed before coming into force on the 1st January.

Some Parishes/Towns have a small number of patrolling authorised officers undertaking the work of education and enforcement of this document, perhaps as part of their normal day to day activities. It is Dorset Council that provide that authority, and we also provide training (i.e. pay for it/supply it). With this in mind is there anyone in your team that you would like to have this authority i.e. undertake patrols with a view to ensuring the Orders compliance? We are arranging training early in 2024 and looking to understand numbers for that day long course. It is provided by an external trainer and has historically been done through Microsoft Teams, although the trainer will be deciding this.

We also provide the FPN pads so there is no paperwork required on your part.

If you have any additional queries please contact me. Please note that I am only dealing with the training and authorisation}"

Recommendation: To discuss and agree away forward.

- A3 St George's CE VA Primary School Chairman to the Governors – Email forwarded to Cllr's 23-11-23
"We have been keeping you apprised of the situation the school and e-school are facing for information to this point
However, it has now reached the point of being absolutely unacceptable at any level
Added to this, our efforts to engage with Dorset Council planning have been fruitless
We have potentially had more success engaging with colleagues within education but I am now writing to formally request that you raise this matter directly with Ms Brooks at the next opportunity the Parish Council has"

Recommendation: To discuss and agree away forward.

B. 2024 Parish Council monthly meeting dates.

Recommendation: To confirm the Parish Council monthly meeting dates for 2024 as the second Thursday of each month, (11th January, 8th February, 14th March, 11th April, 9th May, 13th June, 11th July, 8th August, 12th September, 10th October, 14th November, 12th December).

To note the fees will be increasing to £20. Noting the Village Hall have not increased their fees for 10 years.

C. Christmas Hours

To note the Clerk will be working between Christmas and New Years albeit reduced hours (Checking emails). The clerk will not be in the office on Tuesday 26th December as it is Boxing Day. The last day in the office for 2023 will be Tuesday 19th December. The first day for 2024 will be Tuesday 2nd January 2024.

D. Action Log

Action Number (year number / consecutive number)	When Initiated?	Who is Actioned?	Title	Details	Status (progress description plus colour code: Red - no progress; Amber - action in progress; Green - action completed) - Yellow action required during next meeting.	Present at last meeting	Complete
1123-35	08-Nov-23	Cllr Brooks	Wessex Water Heavy Quarry Vehicles	Cllr Brooks to report back on the Wessex Water & heavy quarry vehicles situation.			
1123-37	08-Nov-23	Cllr Pearson	Planning Application P/HOU/2023/05272	Cllr Pearson to meet with the MOP raising the concern regarding the planning application P/HOU/2023/05272, and report back to Council.	14-11-23 Planning Application not showing comment submitted by PC on 10-11-23 (original email sent to planner, administrator & generic planning email), portal showing comment received on 11-11-23 from MOP. Called to chase to ensure comment out comment noted. Informed not received, only 5 minutes later to say found, but not logged. It was escalated to supervisor. Call back 10 minutes later to state Planning application marked as invalid. Call to MOP & Cllr Pearson to update.	Dec-23	y
1123-37	08-Nov-23	Cllr IVA	Squaw Highways issues	Cllr Vaughan-Arbuckle to chase Aster and Dorset Council Highways regarding pavements not joining, and incorrect pavement levels			
1123-37	08-Nov-23	Cllr Brooks	Old Malthouse Site	Cllr Brooks agreed to take this matter in hand and contact the relevant people, and report back. Stagnant water and water running into school play area.			

1123-37	08-Nov-23	Clerk	Old Malthouse Site	Clerk to write to Dorset Council to raise concern.	23-11-23 Spoke to Ben Frost-Jones and he has agreed to visit the site on Wednesday 29th and report his findings back to us. He has stated this may be a close call between Environmental Health and Wessex Water as to who is responsible. "Environmental Health do have responsibility for when a building's drainage or sewerage system is insufficient or defective so as to release sewage to the surface. This, however, is in the case of private sewerage only: cesspits, septic tanks, private treatment plants or piping that is not under the control of the water undertaker (Wessex Water)." 01-12-23 Email from Ben "Thank you for your patience in this matter – I dropped by the site on Wednesday as promised and, whilst unable to closely inspect the larger-than-I-expected hole, I was able to see the perimeter fence has been made safe along the length of Old Malthouse Lane. I will today make contact with the site contact to arrange a visit – apologies I could not get this done for Tuesday, however following our emails on Thursday afternoon I was off Friday – Wednesday."		
1123-38b	08-Nov-23	Clerk	Planning	Clerk to submit planning applications as approved	10-11-23 Submitted	Dec-23	y
1123-40	08-Nov-23	Cllr Christie	Vegetation removal play park	Cllr Christie to confirm if all vegetation had been cut back or cut down from the internal area of the play park.	14-11-23 Cllr Christie spoken with Clerk in office and confirmed vegetation removed from inside play park area	Dec-23	y

1123-41a	08-Nov-23	Cllr Christie	Removal of green waste	Cllr Christie will talk to correspondent and suggest the cuttings are bagged and left by the Parish Office of them to dispose of.			
1123-41b	08-Nov-23	All Cllr's	Budget 2024-25 Projects	Councillors to contact the Clerk with any suggested new project they would like to see recommended alongside the budget for 2024-25.			
1123-41b	08-Nov-23	Clerk	Scribe Set up	Clerk to set up Scribe with reserves as agreed. .	Allotments (Fence repairs) £2,000.00, Cemetery (New) (Preparation of new burial ground) £12,428.00, Cemetery (Close) (Memorial repairs – Restricted) £572..00, Highways Signage (20mph) £ 2,000.00, Highways Street Lighting £1,000.00, Parish Office (Refurbishment) £4,000.00, Play Park (Equipment replacement) £14,333.00, Parish Office / Toilet Block (Structural improvements) £5,000.00, Training (Clerk's Level 4) £1,000.00		
1123-41c	08-Nov-23	Clerk	Phone and Broadband Line	Clerk to change phone and broadband suppliers to BT.	23-11-23 Call BT to place order	Dec-23	y
1123-41d	08-Nov-23	Clerk	CloudNext	Clerk to set up Cllr Christie and Cllr Golob as sub users on the Cloud Next account.	23-11-23 Sub users set up email automatically sent out.	Dec-23	y
1123-41d	08-Nov-23	Clerk	Website - New	Clerk to develop a new website on the gov.uk domain.			
1123-42	08-Nov-23	Clerk	Finance - Monthly Payments	Clerk to process payments.	Processed	Dec-23	y
1123-43	08-Nov-23	Clerk	NT Activity Providers talk to PC	Clerk to contact Tom Clarke an relevant Activity providers to invite them to give a short presentation before the January meeting on their practices and	01-12-23 Email sent to Tom Clarke to help facilitate.		

				procedures when taking session in the local area.			
1123-44	08-Nov-23	Clerk	New Cllr Advertising	Clerk to research what resources are available through NALC & DPATC to encourage people to stand as Parish Councillors.	DAPTC offer courses "How councils can recruit a more diverse pool of local councillors". 01-12-23 Shared a folder with Councillors electronically, with all materials found on DAPTC & NALC Website. Suggest we use DAPTC What does a Councillor do; Importance of Local Councils & life as a Cllr; How to become a Cllr; Election Timetable; Recruitment poster (although change picture of LM); NALC It takes all sorts; Section 1 What are local councils.		
1123-44	08-Nov-23	Cllr Pearson, Cllr Sutton, Cllr Knight and the Clerk	New Cllr Advertising	Cllr Pearson, Cllr Sutton, Cllr Knight and the Clerk to meet to discuss a draft plan for a leaflet drop before. NALC resources. DAPTC resources on how to get Councillors.	1-12-23 Email sent to Cllr's suggesting times and dates for first meeting		
1123-45c	08-Nov-23	Cllr IVA	20mph Thanks	Cllr Vaughan-Arbuckle requested he put a personal note of thanks on the website once official numbers have been received after the 20mph TRO, thanking everyone who took their time and showed their interest by registering their comment.			
1123-45c	08-Nov-23	Cllr IVA	Meeting with Glenn Hannam	Cllr Vaughan-Arbuckle to invite Glenn Hannam to meet to discuss in general local highway issues of Langton Matravers Parish.			
1123-45d	08-Nov-23	Clerk	Cemetery Rules and documentation	Clerk to amend the new cemetery documents as proposed and implement.			

1123-45d	08-Nov-23	Clerk	Cemetery Fees Investigation	Clerk to carry out a detailed studying into neighbouring parish cemetery fees.			
1123-45e	08-Nov-23	Cllr Christie	Light outside Village Hall	Cllr Christie to inform the Clerk of a contact within Dorset Council who may be able to intervene to have the Street light outside of the Village Hall repaired.			
1123-45j	08-Nov-23	Cllr IVA	Letter of Thanks Three Norths	Cllr Vaughan-Arbuckle to draft a note and send to the Clerk to officially forward to Stan Bonfield.			
0823-10	10-Aug-23	Cllr Pearson & Clerk	Cemetery	Clerk & Cllr Pearson to meet with Ian Bugler	25-10-23 Email sent suggesting meet up when cutting playground vegetation 30-10-23 Date arrange to meet 31-10-23 when cutting vegetation in Playground. Meeting and work postponed due to weather.		

Finance Update.

Bank Balance 30th November 23

Bank Balance Lloyds - Savings	£68,395.71
Bank Balance Unity - Savings	£1,036.80
Bank Balance Unity - Day to Day	£14,920.89
Total in Bank	£84,353.40

BT Direct Debit

To approve a request to set up a Direct Debit with BT for the new phone line.

Scribe Set up

The Clerk has nearly finished entering all the payments and receipts into Scribe. There is still more details to complete the set up but it is expected this will be complete by the end of December.

All Councilors will be given read only access to Scribe, so they can look at the account as they stand.

Budget 2023 /2024

Report by the Clerk / Responsible Finance Officer after consultation with the Finance Working Group.

Introduction.

I would like to remind all Councillors as the Responsible Finance Officer for Langton Matravers Parish Council, it is my legal duty to advise council on what I believe is the true forecast running cost for 2024/2025, however Councillors have no legal duty to accept / approve the recommendations.

National Economic Context

The most recent major fiscal event was the Spring Budget in March 2023. There were few measures of any major impact on local government. The Chancellor set out policies designed to promote growth and to shore up the public finances. He provided further support to consumers and businesses for energy costs. He committed to the target of halving inflation by December 2023, which would likely entail further rises in interest rates, as has subsequently been the case. Since the Spring Budget the UK economy has continued to face a volatile and uncertain path.

The UK economy grew by 0.1% in quarter 1 and 0.2% in quarter 2 of 2023, and while concerns of a deep recession have largely gone away, there are still concerns over the economy's weak performance and renewed signs of stress. High interest rates, policy uncertainty before a general election and low productivity will likely act as a drag on economic growth, with latest forecasts showing little to no growth in the second half of the year. The latest forecasts are for growth at 0.4% in 2023 and 0.3% in 2024.

In September the Bank of England paused its run of consecutive interest rate rises, the first time in nearly two years. After 14 consecutive increases the rate, currently at 5.25%, is at its highest level for 15 years. While inflation is reducing, there does not yet appear to be any signs of interest rates starting to fall at the moment. With the Bank of England Governor stating that interest rates are close to their peak, but they may still have further to rise. Forecasters do not anticipate the Bank to start contemplating cuts until at least late 2024.

In terms of inflation, CPI fell to 10.5% in December 2022 and 10.1% in January 2023, down from the peak of 11.1% in November 2022 – the highest rate of increase in 41 years. However, in February 2023 CPI rose again to 10.4% and then in March fell back to 10.1%, illustrating the volatility that persists in the economy. Although CPI has dropped by 3.4% to its current rate of 6.7% in August, it remains stubbornly high, with issues including strong pay growth meaning that it is not likely to return to the Government's target rate of 2% until early 2025.

Against this backdrop the Office of Budget Responsibility will be taking the latest economic data into account in its economic and fiscal forecasts to be published alongside the Autumn Statement on 22nd November. While there is some optimism with higher wages pushing up tax income, the higher than budgeted interest rates will have increased the cost of government borrowing although total borrowing is less than expected, creating some potential headroom for new spending pledges ahead of the upcoming general election.

Langton Matravers Parish Council Accounts.

At the time of writing this report we are eight months through FY2023/24.

Bank Balance 30th November 23

Bank Balance Lloyds - Savings	£68,395.71
Bank Balance Unity - Savings	£1,036.80
Bank Balance Unity - Day to Day	£14,920.89
Total in Bank	£84,353.40

Budget & VAT. Although LMPC are not registered for VAT, we are able to claim the VAT from general purchases back. The NC figures are inclusive of VAT, but at the end of the spreadsheet you will see there is an estimated amount of VAT which can be reclaimed, based on the contractual spread such as telephone, electricity etc.

LMPC to discuss

R1. Reserves – See details below

Recommendation: To discuss and agree proposed reserve levels and reasons held.

R2. Memberships.

Recommendation: To ratify subscriptions to various organisations:

DAPTC (£525), The Society Of Local Council Clerks (SLCC) (£100) & The Institute of Cemetery & Crematorium Management (ICCM) (£95)

R3. Working from Home Allowance

Recommendation: In line with National Guidelines, it is recommended the clerk be paid a fixed rate of £10 per month, as a working at home allowance to cover costs such as electricity, within a portion of her home when working for LMPC.

Explanation by Cost Centre / Nominal Code (NC)

As a general rule where no contract price has been pre agreed I have increased all costs by an average of 5% rounded up.

The below explanations are assuming Budget 3 is approved, with the associated reserves as listed.

Cost Centre - Administration

1. Nominal Code (NC) 1002 - Expenses. This NC covers the Clerks expenses. For example, travel to the SE Parish Meeting (5) (NB cost split with CCPC), travel to Clerks Conference (N.B. cost split with CCPC, & PAPC), travel to the NT Activity Provider Meeting (1), request £10 working from home allowance per month.
2. Nominal Code (NC) 1004 - Furniture/fixture/fittings. This NC has no budget allocated as any spend for office furniture / fixtures and fittings will be allocated to ER10 – Parish Office Refurbishment.
3. Nominal Code (NC) 1006 - National Insurance Contributions. This NC is based on national rates.
4. Nominal Code (NC) 1008 - Pension Contributions. All employers must automatically enrol an employee into a pension scheme and make contributions to their pension if they're eligible for automatic enrolment. This NC is based on a 3% contribution from the employer and 5% contributions from the employee, which are the lowest contributions levels.
5. Nominal Code (NC) 1010 – Salary. This NC covers the Clerks Salary based on the current agreement, plus allows for a possible 1 spinal point increment from August after 1 years' service, plus the National increment allowing 10%.
6. Nominal Code (NC) 1012 - Hardware Purchases. This NC has no budget allocated as any spend for office furniture / fixtures and fittings will be allocated to ER9 - Office Equipment.
7. Nominal Code (NC) 1014 – Inspections. This NC covers PAT Testing. Although this year the contractor did not charge us we must be prepaid to pay in future years.
8. Nominal Code (NC) 1016 - Membership Fees. As with DAPTC who are the association for Parish Councils, the SLCC is the association for Clerks. They offer training such as the Community Governance and by being a member the price for training is reduced. N.B. The total cost of SLCC Membership is split with CCPC & PAPC.
9. Nominal Code (NC) 1018 – Rent. The rent is charged annually as one fixed rate, covering both the toilet block and Parish office. The cost is split with 2/3's being portioned for the toilet block and 1/3 for the Parish Office.
10. Nominal Code (NC) 1020 - Stationery / Postage / Copying / Printing / T-phone / B-band / Comp S-ware. This NC covers as the title suggestions Telephone, Broadband, stationery etc. Incorporated under "Computer Software" is the licence for Scribe (Accounting package).
11. Nominal Code (NC) 1022 - Training Course Cost. This NC covers the cost first year's cost for the Clerk to enrol onto the Community Governance course.
12. Nominal Code (NC) 1098 – Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to R1 – General Reserves.

Cost Centre – Allotments

13. Nominal Code (NC) 2002 - Equipment Purchases. This NC has no budget as any expenditure can be allocated from ER2 – Allotments.
14. Nominal Code (NC) 2004 – Insurance. This NC is based on a generic 10% increase from last year.
15. Nominal Code (NC) 2006 - Maintenance / Repairs. This NC has no budget as any expenditure can be allocated from ER2 – Allotments.
16. Nominal Code (NC) 2008 - Membership Fees. This NC is set aside to cover membership to an Allotment Association.
17. Nominal Code (NC) 2010 – Rent. This NC is based on a generic 10% increase from last year.

18. Nominal Code (NC) 2012 – Water. This NC is based on a generic 5% increase from last year. To date very little expenditure has been incurred for water within the Allotments, this year.
19. Nominal Code (NC) 2098 - Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to ER2 – Allotments
20. Nominal Code (NC) 2502 - Annual Fees. This is an Income NC and the figures are based on income from last year.

Cost Centre – Cemetery

21. Nominal Code (NC) 3002 - Equipment Purchase. This NC has no budget as any expenditure can be allocated from ER3 - Cemetery
22. Nominal Code (NC) 3004 - Grass Cutting. This NC is based on a generic 10% increase from last year.
23. Nominal Code (NC) 3006 - Grounds Maintenance. This NC has no budget as any expenditure can be allocated from ER3 - Cemetery
24. Nominal Code (NC) 3008 - Repairs & Maintenance. This NC has no budget as any expenditure can be allocated from ER3 - Cemetery
25. Nominal Code (NC) 3010 - Membership Fees. This NC is set to allow membership to the (ICCM)
26. Nominal Code (NC) 3098 – Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to ER3 - Cemetery
27. Nominal Code (NC) 3502 - Deeds / Rights. This NC is an income of an unknown quantity. It is recommended any income for the next few years be placed into the Cemetery Reserve to allow for Grounds work on the new extension area, to make this site interment ready.
28. Nominal Code (NC) 3504 – Donations. This NC is an income of an unknown quantity. It is recommended any income for the next few years be placed into the Cemetery Reserve to allow for Grounds work on the new extension area, to make this site interment ready.
29. Nominal Code (NC) 3506 – Interment. This NC is an income of an unknown quantity. It is recommended any income for the next few years be placed into the Cemetery Reserve to allow for Grounds work on the new extension area, to make this site interment ready.
30. Nominal Code (NC) 3508 - Memorial Installation / Re-engraving. This NC is an income of an unknown quantity. It is recommended any income for the next few years be placed into the Cemetery Reserve to allow for Grounds work on the new extension area, to make this site interment ready.

Cost Centre – Governance

31. Nominal Code (NC) 4002 - Bank Charges. This NC is based on a generic 10% increase from last year.
32. Nominal Code (NC) 4004 -Election Costs. Dorset Council are unable to state a price per Parish for the cost of running an election as there are too many factors to take into consideration. It is believed an average bi-election cost approximately £3,000. The cost of the general election in May 2024 will be reduced in comparison as the cost is shared with Dorset Council as it is run at the same time. Therefore, this NC has no budget as any expenditure can be allocated from ER5 – Elections.
33. Nominal Code (NC) 4006 - Expenses (members). Members are entitled to claim expenses, however LMPC Councillors have choose not to do this and therefore no budget is allocated.
34. Nominal Code (NC) 4008 – Insurance. This NC is based on a generic 10% increase from last year.
35. Nominal Code (NC) 4010 - Professional Services. This covers both the Internal and External Audit, plus and HR or Legal fees. This NC is based on a generic 10% increase from last year.
36. Nominal Code (NC) 4012 - Membership Fees. This covers DAPTC membership fees. This NC is based on a generic 10% increase from last year.

37. Nominal Code (NC) 4014 - Training Course Cost. This covers training course costs for potential new Councillors after the May 2024 election.
38. Nominal Code (NC) 4016 - Village Hall Rent. This NC is based on a generic 10% increase from last year.
39. Nominal Code (NC) 4098 – Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to R1 – General Reserves.
40. Nominal Code (NC) 4502 – Interest. This is an Income MC with a known variable rate. Any income can be used to top up General Reserves next financial year.

Cost Centre – Grants and Donations

41. Nominal Code (NC) 5002 – Donations. In line with the LMPC policy all grant applications will be allocated in February (Cut off for applications is 31st December). To date one grant application has been received, however this was for an event in October 2023. From time to time we may be asked to consider an application (as above) before the LMPC policy specified dates. To enable Council to consider an application outside of the usual policy dates ER7 - Grants – Donations would be used.
42. Nominal Code (NC) 5004 – Grants. From time to time we may be asked to consider a donation request before the LMPC policy specified dates. To enable Council to consider an application outside of the usual policy dates ER7 - Grants – Donations would be used.
43. Nominal Code (NC) 5052 – Donations. This NC is an unknow income and therefore no budget set.
44. Nominal Code (NC) 5054 - Grants This NC is an unknow income and therefore no budget set.

Cost Centre – Highways

45. Nominal Code (NC) 6002 – Electricity. This NC is based on a generic 10% increase from last year.
46. Nominal Code (NC) 6004 - Furniture/fixture/fittings. This NC has no budget as any expenditure can be allocated from ER8 – Highways.
47. Nominal Code (NC) 6006 - Maintenance / Repairs. This NC is based on a generic 5% increase from last year.
48. Nominal Code (NC) 6008 – Refuse. This NC has no budget as any expenditure can be allocated from ER8 – Highways
49. Nominal Code (NC) 6098 – Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to ER8 – Highways.

Cost Centre – Playpark & Playing Field

50. Nominal Code (NC) 7002 - Equipment Purchases. This NC has no budget allocated as any spend for will be allocated to ER11 - Playground Replacement Fund.
51. Nominal Code (NC) 7004 - Furniture/fixture/fittings. This NC has no budget allocated as any spend for will be allocated to ER11 - Playground Replacement Fund.
52. Nominal Code (NC) 7006 - External Inspection Fee. This NC is based on a generic 10% increase from last year.
53. Nominal Code (NC) 7008 - Grass Cutting. This NC is based on a generic 10% increase from last year.
54. Nominal Code (NC) 7010 – Insurance. This NC has no budget as the playpark insurance is part of the main general insurance and it is not possible to portion.
55. Nominal Code (NC) 7012 - Repairs & Maintenance. This NC has no budget allocated as any spend for will be allocated to ER11 - Playground Replacement Fund.
56. Nominal Code (NC) 7065 – Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to ER11 - Playground Replacement Fund.

Cost Centre – Grants and Donations

57. Nominal Code (NC) 8502 – Precept. There are various options within this report on the Precept level.

58. Nominal Code (NC) 8504 – CIL. This NC is an unknown income.

Cost Centre – Toilet Block

59. Nominal Code (NC) 9002 – Cleaning. This NC is based on a generic 10% increase from last year.
60. Nominal Code (NC) 9004 – Electricity. This NC is based on a generic 10% increase from last year.
61. Nominal Code (NC) 9006 - Furniture/fixture/fittings. This NC has no budget as any expenditure can be allocated from ER12 - Toilet Block.
62. Nominal Code (NC) 9008 - Maintenance / Repairs. This NC has no budget as any expenditure can be allocated from ER12 - Toilet Block.
63. Nominal Code (NC) 9010 – Rent. The rent is charged annually as one fixed rate, covering both the toilet block and Parish office. The cost is split with 2/3's being portioned for the toilet block and 1/3 for the Parish Office.
64. Nominal Code (NC) 9012 - Sanitary Bin Collection. This is a contracted price set Oct 2023
65. Nominal Code (NC) 9014 - Water Supply & Removal. This NC is based on a generic 10% increase from last year.
66. Nominal Code (NC) 9098 – Sundries. Sundries. It is hoped with the correct budget there will be little to no need for this NC. However, it is good practice to have a Sundries NC for unforeseen expenditure. This NC has no budget allocated as any spend for will be allocated to ER12 - Toilet Block.
67. Nominal Code (NC) 9502 – Donations. This is an unknown Income NC

Precept Calculations

The Precept amount is normally worked out on a simple calculation of forecast expenditure minus forecast income plus Reserve Requirement = Precept.

However, thought needs to be given to both the current general reserves position as well as any need to build up earmarked reserves.

For example:

Forecast Expenditure	£69,080.00	
Forecast Income	£17,681.92	-
	<u>£51,399.08</u>	
Reserve Requirement	£2,000.00	+
Precept	£53,399.08	

Tax Base

Dorset Council released the 2024-25 Tax base on 8th December 2023, and Langton Matravers Parish saw an increase in the tax base by 2.95% from 475.2 to 489.2.

Reserves

Best Practice according to JPAG (Practitioners Guide 2023) states a Parish Council should hold between 3 months to 12 months net revenue expenditure as General Contingency Reserves. It goes on to say the larger the Council the less months equivalent reserves you will hold. I.e. A large Council will hold equivalent of 3 months reserves and a smaller Council will hold 6 months. It is the RFO's belief that if sufficient Earmarked reserves are held for identified projects then the General Contingency Reserve should be held at 9 months. The Finance Working group wish to recommend GCR is equal to 12 months average precept.

Last month Cllr Knight proposed the following opening balance 23-24 reserves to aid the set up of Scribe.

During the August 2023 meeting the Parish Council agreed to transfer £1,000 into ER10 – Emergency Planning

LMPC have a standard £2,000 increase each year for ER18 – Playground Maintenance / Equipment.

Reserves / Earmarked	Opening Balance 23-24	Transfers 23-24	Current Balance	Proposed Reserve Limit	Reason for Reserves
ER2 - 20 mph Highways	2,000.00		2,000.00	2,000.00	Expenditure associated with 20mph application. (Roadside signage)
ER4 - Allotments	0.00	2000.00	2,000.00	2,000.00	Replace fencing
ER6 - Cemetery	12,428.00		12,428.00	13000.00	Repair of boundary wall, building repairs
ER8 - Cemetery Donated Money	572.00		572.00	572.00	Money left to LMPC for Memorial refurbishment in Closed Cemetery
ER10 - Emergency Planning	0.00	1,000.00	1,000.00	1,000.00	Purchase of emergency equipment
ER12 - Highways	0.00	2,000.00	2,000.00	2,000.00	Street light repairs
ER14 - Office Equipment	0.00		0.00	1,200.00	Replacing Office equipment
ER16 - Parish Office refurbishment	4,000.00		4,000.00	4,000.00	Turn Parish Office into meeting room
ER18 - Playground Maintenance	12,333.00	2,000.00	14,333.00	40,000.00	Usual £2K plus £1,778.40 top up from reserves spent TFY
ER20 - Toilet / Office Block	0.00	5,000.00	5,000.00	5,000.00	Replace, sanitary ware, and building repairs (roof, doors, windows)
Sub Total - Earmarked Reserves	31,333.00	12,000.00	43,333.00	70,722.00	
R1 - General Reserves	31,326.00	Forecast surplus less transfers 4,663.00	35,989.00	41,200.00	Unforeseen expenditure, plus Elections, Ad hoc grants and Donations, Officer and member training
Sub Total - General Reserves	31,326.00	4,663.00	35,989.00	41,200.00	
Total Reserves	62,659.00	16,663.00	79,322.00	111,972.00	

Amount held in Bank should equal Current reserve balance, and general funds

Noting CIL reserve will need to be created and show correct CIL levels.

Budget – Day to day running costs

Administration		Last Year			Current Year 2023 - 2024						Next Year	
		Receipts	Payments		Receipts			Payments			Receipts	Payments
Code	Title	Actual	Budget	Actual	Budget	Actual	Forecast	Budget	Actual (INC VAT)	Forecast (INC VAT)	Budget (Inc VAT)	Budget Rounded (Inc VAT)
1002	Expenses							0.00	15.44	60.00		250.00
1004	Furniture/fixture/fittings			751.95				0.00	0.00	0.00		0.00
1006	National Insurance Contributions			1,129.12				2,400.00	1,419.49	2,200.00		2,600.00
1008	Pension Contributions			1,058.51				1,000.00	434.51	650.00		950.00
1010	Salary			13,096.30				12,500.00	9,179.29	12,000.00		8,900.00
1012	Hardware Purchases							0.00	1,005.10	1,300.00		0.00
1014	Inspections							0.00	0.00	50.00		55.00
1016	Membership Fees							0.00	78.54	117.81		150.00
1018	Rent			10.00				0.00	12.00	12.00		12.00
1020	Stationary / Postage / Copying / Printing			1,317.32				400.00	296.08	444.12		500.00
1022	T-phone / B-band / Comp S-ware							2,000.00	1,528.69	2,000.00		2,000.00
1024	Training Course Cost			510.60				500.00	207.97	311.96		1,500.00
1098	Sundries			49.49	100.00			0.00	205.00	307.50		0.00
Total - Administration		0.00	0.00	17,923.29	100.00	0.00	0.00	18,800.00	14,382.11	19,453.39	0.00	16,917.00

Allotments	
Code	Title
2002	Equipment Purchases
2004	Insurance
2006	Maintenance / Repairs
2008	Membership Fees
2010	Rent
2012	Water
2098	Sundries
2502	Annual Fees
Total - Allotments	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		102.32
		480.00
		503.02
1,905.00		75.00
1,905.00	0.00	1,160.34

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (inc VAT)
			0.00	0.00	0.00
			0.00	0.00	150.00
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	0.00	500.00
			0.00	422.50	422.50
			300.00	0.00	0.00
1,500.00	175.90	1,934.90			
1,500.00	175.90	1,934.90	300.00	422.50	1,072.50

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	0.00
	160.00
	0.00
	0.00
	500.00
	455.00
	0.00
1,930.00	
1,930.00	1,115.00

Cemetery	
Code	Title
3002	Equipment Purchase
3004	Grass Cutting
3006	Grounds Maintenance
3008	Repairs & Maintenance
3010	Membership Fees
3098	Sundries
3502	Deeds / Rights
3504	Donations
3506	Interment
3508	Memorial Installation / Re-engraving
Total - Cemetery	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		777.32
		3,038.80
		998.40
480.00		
5,730.00		
600.00		
6,810.00	0.00	4,814.52

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (inc VAT)
			0.00	0.00	0.00
			1,650.00	1,387.20	1,387.20
			0.00	0.00	0.00
			0.00	1,778.40	2,667.60
			0.00	0.00	0.00
			600.00	0.00	0.00
0.00	0.00	0.00			
0.00	0.00	0.00			
3,000.00	2,570.00	3,855.00			
0.00	1,260.00	1,890.00			
3,000.00	3,830.00	5,745.00	2,250.00	3,165.60	4,054.80

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	0.00
	1,500.00
	0.00
	0.00
	100.00
	0.00
0.00	
0.00	
0.00	
0.00	1,600.00

Governance	
Code	Title
4002	Bank Charges
4004	Election Costs
4006	Expenses (members)
4008	Insurance
4010	Professional Services
4012	Membership Fees
4014	Training Course Cost
4016	Village Hall Rent
4018	Furniture/fixture/fittings
4098	Sundries
4502	Interest
Total - Governance	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		737.63
		560.00
		316.12
		40.00
1,000.00		2,015.42
1,000.00	0.00	3,669.17

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (Inc VAT)
			0.00	110.30	165.45
			0.00	0.00	0.00
			0.00	0.00	0.00
			800.00	730.79	1,096.19
			500.00	798.50	1,197.75
			400.00	366.29	549.44
			0.00	75.00	112.50
			200.00	225.00	337.50
			0.00	1,208.22	1,812.33
0.00	1,396.58	1,396.58	8,900.00	3,849.13	5,773.70
0.00	6.80	10.20			
0.00	1,403.38	1,406.78	10,800.00	7,363.23	11,044.85

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	180.00
	0.00
	0.00
	1,000.00
	1,450.00
	660.00
	500.00
	300.00
	0.00
	0.00
	500.00
0.00	4,590.00

Grants & Donations	
Code	Title
5002	Donations
5004	Grants
5052	Donations
5054	Grants
Total - Grants & Donations	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		500.00
0.00	0.00	500.00

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (Inc VAT)
		0.00	0.00	0.00	0.00
		0.00	2,000.00	1,660.73	1,660.73
0.00	0.00	0.00			
0.00	0.00	0.00			
0.00	0.00	0.00	2,000.00	1,660.73	1,660.73

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	0.00
	2,000.00
0.00	
0.00	
0.00	2,000.00

Highways	
Code	Title
6002	Electricity
6004	Furniture/fixture/fittings
6006	Maintenance / Repairs
6008	Refuse
6010	SID
6098	Sundries
Total - Highways	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		461.01
		3,211.24
		1,310.46
0.00	0.00	4,982.71

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (Inc VAT)
			400.00	223.70	335.55
			0.00	0.00	0.00
			100.00	45.00	67.50
			0.00	0.00	0.00
			600.00	600.00	600.00
			200.00	60.00	90.00
0.00	0.00	0.00	1,300.00	928.70	1,093.05

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	300.00
	500.00
	700.00
	0.00
	600.00
	0.00
0.00	2,100.00

Play Park & Playing Field	
Code	Title
7002	Equipment Purchases
7004	Furniture/fixture/fittings
7006	External Inspection Fee
7008	Grass Cutting
7010	Insurance
7012	Repairs & Maintenance
7065	Sundries
Total - Play Park & Playing Field	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		2,214.00
		96.60
		22.80
0.00	0.00	2,333.40

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (Inc VAT)
			0.00	0.00	0.00
			0.00	0.00	0.00
			0.00	102.60	102.60
			1,650.00	1,448.40	1,448.40
			0.00	0.00	0.00
			0.00	420.00	630.00
			0.00	0.00	0.00
0.00	0.00	0.00	1,650.00	1,971.00	2,181.00

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	0.00
	0.00
	110.00
	1,490.00
	0.00
	400.00
	0.00
0.00	2,000.00

Precept & CIL	
Code	Title
8502	Precept
8504	CIL
Total - Precept & CIL	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
30,195.00		
1,994.16		
32,189.16	0.00	0.00

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (inc VAT)
41,200.00	41,200.00	41,200.00			
0.00	4,653.03	4,653.03			
41,200.00	45,853.03	45,853.03	0.00	0.00	0.00

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
0.00	0.00

Toilet Block	
Code	Title
9002	Cleaning
9004	Electricity
9006	Furniture/fixture/fittings (Asset Register)
9008	Maintenance / Repairs
9010	Rent
9012	Sanitary Bin Collection
9014	Water Supply & Removal
9098	Sundries
9502	Donations
Total - Toilet Block	

Last Year		
Receipts	Payments	
Actual	Budget	Actual
		4,525.81
		1,227.95
		268.80
		20.00
		62.02
		287.95
0.00	0.00	6,392.53

Current Year 2023 - 2024					
Receipts			Payments		
Budget	Actual	Forecast	Budget	Actual (inc VAT)	Forecast (inc VAT)
			4,800.00	3,538.22	4,800.00
			1,400.00	861.10	1,291.65
			0.00	0.00	0.00
			50.00	35.04	52.56
			50.00	24.00	24.00
			0.00	100.90	100.90
			100.00	308.98	463.47
			0.00	0.00	0.00
0.00	70.61	105.92			
0.00	70.61	105.92	6,400.00	4,868.24	6,732.58

Next Year	
Receipts	Payments
Budget (Inc VAT)	Budget Rounded (Inc VAT)
	5,140.00
	1,300.00
	0.00
	0.00
	25.00
	210.00
	500.00
	0.00
0.00	
0.00	7,175.00

VAT

8,281.67

2,300.00

3,700.00

1,070.00

Grant Total

50,185.83	0.00	41,775.96
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48,100.00	51,332.92	55,045.63
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47,200.00	34,762.11	47,292.89
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3,000.00	37,497.00
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Precept Options

The budgeted payments for next year are £37,497 and budgeted receipts excluding the precept is £3,000. The 2023/24 precept was £41,200, The following 3 options are for LMPC as a collective to discuss and to agree as an acceptable budget / Precept level:

1. A simple balanced budget with no planned increase to earmarked reserves (excluding the previously agreed increase to the playpark reserves of £2,000), could be achieved with a reduced precept of £36,497. This equates to a minus 11.42% Precept decrease: (Band D Tax band of £74.61; minus £1.01 per month per household (13.95% decrease in Band D rates)).
 2. Maintaining the current Precept at £41,200 would allow the Parish Council to build up its general reserve to achieve 97% average Precept, along with seeing most other proposed reserve levels achieved. This equates to Band D Tax band of £84.22; minus £2.48 per year per household (2.86% decrease in Band D rates).
 3. Increasing the precept to £43,480 would allow the Parish Council to build up its general reserve to achieve the goal of 100% average Precept, along with seeing all (except the play park reserve) reach the proposed reserve levels. This equates to a 5.53% Precept increase: (Band D Tax band. £88.88; £0.18p per month per household (2.51% increase in Tax Band D rates)).
- R4. Recommendation:** The RFO suggest Precept option 2 is approved, setting Precept at £41,204. Equivalent per band D property rates of £84.23 which is a decrease of minus £0.21p per month per household.

Precept Option 1

Reserves / Earmarked	Addition 24/25	Reserve Total	Proposed Reserve Limit
ER2 - 20 mph Calming	0.00	2,000.00	2,000.00
ER4 - Allotments	0.00	2,000.00	2,000.00
ER6 - Cemetery	0.00	12,428.00	13,000.00
ER8 - Cemetery Donated Money	0.00	572.00	572.00
ER10 - Emergency Planning	0.00	1,000.00	1,000.00
ER12 - Highways	0.00	2,000.00	2,000.00
ER14 - Office Equipment	0.00	0.00	1,200.00
ER16 - Parish Office refurbishment	0.00	4,000.00	4,000.00
ER18 - Playground Maintenance	2,000.00	16,333.00	40,000.00
ER20 - Toilet / Office Block	0.00	5,000.00	5,000.00
Sub Total - Ear Marked Reserves	2,000.00	45,333.00	70,772.00
R1 - General Reserves	0.00	35,989.00	41,200.00
Sub Total - General Reserves	0.00	35,989.00	41,200.00
Total Reserves	2,000.00	81,322.00	111,972.00

Precept Option 2

Reserves / Earmarked	Addition 24/25	Reserve Total	Proposed Reserve Limit
ER2 - 20 mph Calming	0.00	2,000.00	2,000.00
ER4 - Allotments	0.00	2,000.00	2,000.00
ER6 - Cemetery	572.00	13,000.00	13,000.00
ER8 - Cemetery Donated Money	0.00	572.00	572.00
ER10 - Emergency Planning	0.00	1,000.00	1,000.00
ER12 - Highways	0.00	2,000.00	2,000.00
ER14 - Office Equipment	431.00	431.00	1,200.00
ER16 - Parish Office refurbishment	0.00	4,000.00	4,000.00
ER18 - Playground Maintenance	2,000.00	16,333.00	40,000.00
ER20 - Toilet / Office Block	0.00	5,000.00	5,000.00
Sub Total - Ear Marked Reserves	3,003.00	46,336.00	70,772.00
R1 - General Reserves	3,700.00	39,689.00	41,200.00
Sub Total - General Reserves	3,700.00	39,689.00	41,200.00
Total Reserves	6,703.00	86,025.00	111,972.00

Precept Option 3

Reserves / Earmarked	24/25	Reserve Total	Proposed Reserve Limit
ER2 - 20 mph Calming	0.00	2,000.00	2,000.00
ER4 - Allotments	0.00	2,000.00	2,000.00
ER6 - Cemetery	572.00	13,000.00	13,000.00
ER8 - Cemetery Donated Money	0.00	572.00	572.00
ER10 - Emergency Planning	0.00	1,000.00	1,000.00
ER12 - Highways	0.00	2,000.00	2,000.00
ER14 - Office Equipment	1,200.00	1,200.00	1,200.00
ER16 - Parish Office refurbishment	0.00	4,000.00	4,000.00
ER18 - Playground Maintenance	2,000.00	16,333.00	40,000.00
ER20 - Toilet / Office Block	0.00	5,000.00	5,000.00
Sub Total - Ear Marked Reserves	3,772.00	47,105.00	70,772.00
R1 - General Reserves	5,211.00	41,200.00	41,200.00
Sub Total - General Reserves	5,211.00	41,200.00	41,200.00
Total Reserves	8,983.00	88,305.00	111,972.00

DUPLICATE RECOMMENDATIONS FROM WITHIN THE REPORT.

R1. Reserves – See details below

Recommendation: To discuss and agree proposed reserve levels and reasons held.

R2. Memberships.

Recommendation: To ratify subscriptions to various organisations:

DAPTC (£525), The Society Of Local Council Clerks (SLCC) (£100) & The Institute of Cemetery & Crematorium Management (ICCM) (£95)

R3. Working from Home Allowance

Recommendation: In line with National Guidelines, it is recommended the clerk be paid a fixed rate of £10 per month, as a working at home allowance to cover costs such as electricity, within a portion of her home when working for LMPC.

R4. **Recommendation:** The RFO suggest Precept option 2 is approved, setting Precept at £41,204.

Equivalent per band D property rates of £84.23 which is a decrease of minus £0.21p per month per household.