

8<sup>th</sup> March 2022

**To:** The Leader and Deputy Leader; Cllrs Jeff Beck; Nigel Foot; Chris Foster; Jon Gage; Roger Hunneman; David Marsh; Olivia Lewis; Martha Vickers

**Substitutes:** Cllrs; Stephen Masters; Vaughan Miller; Erik Pattenden; Tony Vickers

**Also:** All Members of the Council for information.

Dear Councillor,

You are required to attend a meeting of the Community Services Committee to be held in the Council Chamber, Town Hall, Market Place, Newbury, on **Monday 14<sup>th</sup> March 2022 at 7.30pm**. This meeting is open to the Press and Public.

Yours sincerely,

**David Ingram**  
**Community Services Manager**

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## AGENDA

**1. Apologies for Absence**

*Community Services Manager*

**2. Declarations of Interest and Dispensations**

*Chairperson*

**To receive** any declarations of interest relating to business to be conducted in this meeting and confirmation of any relevant dispensations.

**3. Approval of previous Meeting Minutes (Appendix 1)**

*Chairperson*

**To approve:** the minutes of a meeting of the Community Services Committee held on Monday 13<sup>th</sup> December 2021, already circulated, and as attached at Appendix 1.

**4. Questions and Petitions from Members of the Public**

*Chairperson*

**5. Members' Questions and Petitions**

*Chairperson*

Town Hall, Market Place, Newbury, RG14 5AA

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Newbury Town Council is committed to continuing to make Newbury a better place to live, work and visit

**6. Green Spaces Working Group - Newbury in Bloom (Appendix 2)**

*Chairperson*

**6.1 To note:** Mins of the Meetings of the GSWG of Dec 2021, Feb 2022 as set out in Appendix 2.1, 2.2 and encourage all Members to publicise the 2022 Newbury in Bloom Competition being managed by the Council.

<https://www.newbury.gov.uk/news/newbury-in-bloom-launch-2022-enter-now/>

**7. Grounds Maintenance Working Group (Appendix 3)**

*Chairperson*

**7.1 To Note** the Mins Of the meeting of 1<sup>st</sup> March 2022 **(Appendix 3.1)**

**7.2 Recommendation:** to note the recommendations made by the Working Group & support the ongoing monitoring works being carried out in document production until the close of Tender returns

**7.3 Recommendation:** to approve the Draft Documents listed as GM 001 to GM 011 as agreed suite of Contract to be issued to respondents to the Prior Information Notice for the issue of Tenders for the new GM Contract Jan 2023

**8. Community Services Managers Report (Appendix 4)**

*Community Services Manager*

**8.1 Recommendation:** to approve the SLA Agreement with Dinton Adventure Golf for the provision of mini golf in Victoria Park being signed on the terms indicated in Appendix 4.1

**8.2 Recommendation:** to approve the Agreement with National Tennis Association regarding the tennis courts in Victoria Park as set out in Appendix 4.2

**8.3 Recommendation:** Lock Island lease with C&RT - to approve the Heads of Terms and instruct the Community Services Manager to prepare a suitable Lease for Sealing by the Council.

**9. Forward Work Programme for Community Services Committee 2021/22 (Appendix 5)**

*Chairperson*

**9.1 To note:** the Forward Work Programme

**9.2 To invite:** Members to raise any additional items for consideration.

**10. New Community Cafe facility – Victoria Park (Appendix 6)**

*Community Services Manager*

**10.1 To note:** current position with the Community Café Project.

**10.2 To give direction** to the Victoria Park Sub-Committee on the proposals if required.

**11. Part 2 – Exclusion of the Press and Public**

*Chairperson*

**To move:** That under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960 the press and public be excluded from the meeting for the following items of business because publicity would be prejudicial to the public interest by reason of the confidential and personal business to be transacted.

**12. Complaint re Allotments**

*Chairperson*

**To Determine** a complaint received from one of the Council's allotment tenants.

***David W Ingram***

*Community Services Manager*

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**MINUTES OF A MEETING OF THE COMMUNITY SERVICES COMMITTEE  
HELD IN THE COUNCIL CHAMBER, TOWN HALL, MARKET PLACE, NEWBURY  
ON MONDAY 13 DECEMBER 2021 AT 7.30PM**

**PRESENT**

Councillors Jeff Beck; Martin Colston, Nigel Foot; Chris Foster; Jon Gage; Roger Hunneman; David Marsh, Sarah Slack (Chair) and Martha Vickers (Vice Chair).

**Absent:** Cllr Olivia Lewis

**In Attendance**

David Ingram, Community Services Manager

Caroline Edmunds, Community Services Officer

**1. APOLOGIES FOR ABSENCE**

There were none

**2. DECLARATIONS OF INTEREST AND DISPENSATIONS**

The Community Services Manager declared that Councillors David Marsh, Jeff Beck and Martha Vickers are also Members of West Berkshire Council, which is declared as a general interest on their behalf and a dispensation is in place to allow them to partake in discussions relating to West Berkshire Council business.

**3. APPROVAL OF PREVIOUS MEETING MINUTES**

**PROPOSED:** Cllr Nigel Foot

**SECONDED:** Cllr Martin Colston

**RESOLVED:** That the minutes of the meeting of the Community Services Committee held on 20<sup>th</sup> September 2021, be approved, and signed by the Chairperson with the amendment that Cllr Jeff Beck was marked as present but he did not attend the meeting.

**4. QUESTIONS AND PETITIONS FROM MEMBERS OF THE PUBLIC****Question Received from Jayne French-Drayton, tenant at Wash Common Allotments:**

“Please may I ask the following on behalf of tenants on Wash Common Allotments? In view of the fact that many allotment tenants garden organically and of the adverse side effects of glyphosate weed killer, will Newbury Town Council consider banning it from being used in all areas under their administration, including all allotments? Are you aware that we have been interviewing tenants on site (in relationship to forming Friends of Wash Common Allotments)?

A recurring concern is the use of herbicides and pesticides. The ability for some chemicals to remain in the soil or to spread further than where it was initially intended for are being realised. Some people get immediate health issues from unintentionally inhaling the spray or indeed, vapour from the spray.

Have you seen these links including one about local authorities who have already banned weed killers? This background information is both useful and alarming, and recommended research.

<https://people.csail.mit.edu/seneff/SamselSeneffGlyphosateIV.pdf>  
<https://www.ncbi.nlm.nih.gov/pmc/articles/PMC3945755/>  
<https://www.theguardian.com/business/2019/may/13/monsanto-cancer-trial-bayer-roundup-couple>  
<https://www.pan-uk.org/pesticide-free-towns-success-stories/>

**Supplementary question:**

“If you decide not to ban the use of herbicides eg, Roundup, please can you add to the allotment rules that tenants should avoid using chemicals when there is a breeze and to check whether neighbouring tenants who are on site do not suffer sensitivities/ adverse health issues in relationship to pesticides? Not only is glyphosate linked to food intolerance, birth defects, breathing difficulties and brain tumours but its so annoying when other tenants plants, some distance away, get damaged. Bees and other insects suffer with use of glyphosate. (Please see this article: <https://www.sierraclub.org/sierra/new-study-shows-roundup-killsbees>) Marion Fenn, Steward Wash Common Allotments Jayne French Drayton, Friends of Wash Common Allotment

**Response from the Chairperson:**

“Before I give a response, can I draw Members attention to item 7.5 on the Agenda for this evening and this will cover the question asked”.

**Question Received from David Fenn at Wash Common Allotments:**

“Will you please take into consideration the following as to whether any change is necessary to the margins of the Wash Common Allotment site and the nature area?

Appendix 3 10b will consider a request regarding Wash Common Allotment. The NAS comments value nature areas. The WC site has many benefits including species of protected wildlife.

Regarding the margins of the site Allotment rule 2r states there must be a gap of a minimum of one metre from the boundary. The eastern end has a ditch. A gap is needed for maintenance and retrieving footballs which come over from Falkland School. The gap would be eroded if a change is made”.

**Response from the Chairperson:**

"Thank you for your question. The operational matters for the Allotment site are delegated to the Councils Officers acting in the best interest of all parties.  
The matters you have raised will be passed to the Officers for consideration"

**Question Received from David Fenn at Wash Common Allotments**

"Have committee members visited Wash Common Allotment site and seen for themselves the reasons why the eastern perimeter would be impractical for cultivation?"

A recent tenant has highlighted the lack of light to their plot (more evident in the summer when leaves are on the large oak trees ). I was present when the rep from NAS commented about not having plots too earth trees.

Please can you not allow destruction of this bank, which incidentally, had the spoil from the recreation ground ditch put on in and was not supposed to be disturbed on the instruction of English Heritage - now called Historic England Trust?

**Response from the Chairperson:**

"Thank you for your question. The operational matters for the management & use of the Allotment site are delegated to the Councils Officers acting in the best interest of all parties.  
The matters you have raised will be passed to the Officers for consideration".

**Question Received from Marion Fenn at Wash Common Allotments**

"Regarding bonfires on allotments could rules please state to adhere Public Protection Partnership guide? If tenants are allowed to have a bonfire after six or dusk would it be wise to suggest they do so in an incinerator? It does not need the wording, 'On agreed allotment site bonfire days (to be notified by the site steward)". How would a steward be able to predict the correct conditions for a bonfire?"

**Response from the Chairperson**

"Thank you for your question. Members will discuss the issues around Bonfires on Allotment sites in Item 7 below which should answer the question posed".

## 5. MEMBERS'S QUESTIONS AND PETITIONS

There were none.

## 6. GREEN SPACES WORKING GROUP -NEWBURY IN BLOOM

6.1 The minutes of the Meetings of the GSWG of 2.9.21, 21.11.21 and draft minutes of 9.12.21 were noted.

## 7. COMMUNITY SERVICES MANAGERS REPORT

Members noted the report presented by the Community Services Manager about the progress made by the Community Services Team on various Newbury Town projects.

7.1 **PROPOSED:** Cllr Martin Colston  
**SECONDED:** Cllr Martha Vickers

**RESOLVED:** To approve the recommendation of the Green Spaces Working Group to forego the Britain in Bloom competition in 2022 and enter in 2023 and going forward.

Cllr Jeff Beck voted against the resolution  
7.2 **PROPOSED:** Cllr Jon Gage  
**SECONDED:** Cllr Jeff Beck

**RESOLVED:** To approve that the GSWG to organise a reformed Newbury in Bloom competition to be held during 2022 and make budget provision to do this.

7.3 **PROPOSED:** Cllr Martin Colston  
**SECONDED:** Cllr Nigel Foot

**RESOLVED:** To approve the amendment to the Allotment Rules as follows:

**Current rule:** Keep the plot clean, free from weeds, in a good state of fertility and well cultivated with at least 70% of the land cultivated for the growing of fruit, flowers and vegetables and no more than 20% allowed for sheds, poultry, or other landscaping.

**Agreed Amendment:** Cultivate in a way that does not cause a nuisance to other tenants, including:

- a. Keeping paths free from hazards and ensuring that they are trimmed and kept neat.
- b. The removal of long grass or detritus that could harbor slugs and snails.
- c. Control pernicious weeds, these include weeds spreading via extension roots, or by generating new plants from growing tips in contact with the soil.

- 7.4      **PROPOSED:** Cllr David Marsh  
          **SECONDED:** Cllr Roger Hunneman

**RESOLVED:** To approve the amendment to the Allotment Rules as follows:

**Agreed Amendment:** Not start any bonfires before 6 pm or dusk (whichever is earlier) and on agreed Allotment site Bonfire days (to be notified by the site Steward), not leave bonfires unattended and be aware of wind direction to avoid smoke being blown towards local properties

Be aware of the Public Protection Partnership guide (as amended) on smoke & bonfires:  
<https://publicprotectionpartnership.org.uk/environmental-health/neighbourhood-concerns/smoke-and-bonfires/>

- 7.5      **PROPOSED:** Cllr Martin Colston  
          **SECONDED:** Cllr David Marsh

**RESOLVED:** To approve the amendment to the Allotment Rules as follows:

**Agreed Amendment:** Only to use approved pesticides & chemical where alternative methods have failed in isolated locations for specific pest or disease eradication purposes in compliance with the H&S Executive guidance & code of practice <https://www.hse.gov.uk/pesticides/user-areas/garden-home.htm> for plant protection products, as amended.  
Please read the product label carefully!

- 7.6      **PROPOSED:** Cllr Jon Gage  
          **SECONDED:** Cllr Chris Foster

**RESOLVED:** To agree to the installation of a bench in Barn Crescent Lockdown Wood subject to the locations being acceptable to the neighbouring residents in a position away from the residential gardens.

To respond to the 3 local residents who raised an objection to the bench to let them know that once the bench has been installed, it will be reviewed in 6 months and encourage these residents to report any issues to the Council.

- 7.7      **PROPOSED:** Cllr Jon Gage  
          **SECONDED:** Cllr Jeff Beck

**RESOLVED:** That with regards to the Grounds Maintenance Contract, Officers should concentrate on the outcome that would allow the Council

1. To Tender the works externally to achieve better control, quality & best value for the Council

2. To look at an option that allow key elements (horticulture) to be directly managed with the rest being contracted out as above.

The options should be worked up, costed and presented to Committee for debate at the earliest opportunity.

- 7.8      **PROPOSED:** Cllr Martin Colston  
**SECONDED:** Cllr Martha Vickers

**RESOLVED:** That Officers continue the discussions with Dinton Adventure Golf for Victoria Park and bring forward a finished proposal for approval at the next Committee meeting.

## 8. WASH COMMON INVESTMENT CONSULTATION PROPOSAL UPDATE

The Consultation update and the returns made by the Public were noted.

## 9. BUDGET

- 9.1      **PROPOSED:** Cllr Martin Colston  
**SECONDED:** Cllr Nigel Foot

**RESOLVED:** To recommend the Budget proposal as set out in Appendix 5.1 & 5a to the Policy & Resources Committee.

- 9.2      **PROPOSED:** Cllr Martin Colston  
**SECONDED:** Cllr Roger Hunneman

**RESOLVED:** to approve the increase in costs to some of the public for services offered by Newbury Town Council as follows:

**Shaw Cemetery** – An increase in the charges for Shaw Cemetery by 3.1% rounded to the nearest pound.

**Allotment Charges** – An increase for 2023/24 for Newbury Parish Residents from **38p** per sq. metre to **45p** per sq. metre (equivalent to £11.25 per pole or 25 sq. metres).

**Market Charges** – An increase in the charge for a 3m x 3m pitch from **£12.70 to £15.00 per day** for traders who pay monthly in advance and the standard daily rate will increase from **£19.05 to £22.00 per day** for a 3m x 3m pitch. Larger stalls will be charged thereafter at the linear metre rate. Market cost (management & electricity) are rising, this increase is necessary to balance that rise.

**Football Charges** – An increase from **£67.30 to £70.00** (Excl. VAT @ 20%) for senior pitches and continue with no charge for junior under 18's pitches. The Council is aware that the cost of organised football is significantly increasing (insurances, fees, etc) is there for looking at a balance between increasing the cost & making use unaffordable.

**Tennis Court Charges** – To retain the Annual Family Membership at the 2021/2022 level of **£45/12 months**. Play and play will increase from £3.50 to **£3.70** / half hour, floodlight use will increase from £1.60 to **£1.75** / half hour. The Council wished to encourage more Family Membership to increase usage of this facility

## **10. FORWARD WORK PROGRAMME FOR COMMUNITY SERVICES COMMITTEE 2021/22**

- 10.1 The Forward Work programme was noted, subject to amendment following the outcome of the Council's new Strategy being adopted.

## **11. NEW COMMUNITY CAFÉ FACILITY – VICTORIA PARK**

The Committee thanked David Ingram for his continued hard work to date on this project.

A verbal update was received from the Community Services Manager.

**THERE BEING NO OTHER BUSINESS, THE CHAIRPERSON THANKED ALL THOSE IN ATTENDANCE AND DECLARED THE MEETING CLOSED AT 9:40pm**

**CHAIRPERSON**

**Newbury Green Spaces / in Bloom Working Group  
Zoom Meeting 9<sup>th</sup> December 2021.**

**DRAFT Minutes**

Present:

**Councillors:**, Martha Vickers, Billy Drummond, David Marsh,

**Members:** Tony Hammond, David Fenn, Paul Barker, Susan Millington, Fran Lawton,

**Apologies.** Cllr. Jon Gage, (Chair), Sarah Slack, Jeff Beck, Chris Foster & Suki Russel-Hayward

**1.Minutes**

The minutes of the meeting of the Green Spaces Working Group held on 4<sup>th</sup> November, were noted & minor amendments agreed.

**2. Part 1 - In Bloom - Update** on Community activity/ Matrix-

Updated and or held over from last meeting.

None

**a) NIB 2022 plan**

No changes to plan previously proposed

**b) NIB Video promotions**

4 videos in circulation, 2 more to be done, Hospital Garden & OTP spring activity.

**c) Britain in Bloom**

Officers raised their concern about entering the 2022 Britain in Bloom competition in view of the negative feedback from the Green Flag inspection and the ongoing issues with the Grounds Maintenance Contract delivery. It is necessary to have additional works carried out in advance of the Judging for BiB, Officers are uncomfortable that this will be done in a timely & current manner.

Following debate, it was agreed that as a matter of priority the Council should look at

**Retaining Green Flag status**

**Newbury in Bloom**

**Britain in Bloom 2023**

## Additional Green Flags

**Recommendation:** that efforts for a full 2023 Britain in Bloom entry should be made.

### **d) Old Hospital Green - Green Gym**

One more activity day and then recommence in Spring. NTC to make 2 contributions one for replacement tools one towards their insurances

### **e) Barns Crescent Orchard improvements**

Tony Hammond outlined proposed events:

**8th January 2022: 10am** Wassailing at Barn Crescent – with Lockdown Woods. We are inviting the two committees, local residents and will extend an invitation to Green Spaces and local ward members.

*David, I have updated the Covid Risk Assessment from earlier this year so it's on standby should we need it in January.*

**Sunday 16th January 10:00am:** Roebuts Close consultation – in person door to door. We will invite local ward members to join us as we did for Glendale Avenue. Leaflet for event attached.

**Sat 29th January 12:30 onwards:** Pruning event at City Rec in the afternoon – possible Green Spaces monthly event.

**February TBA:** Roebuts Close orchard planting – dependant on result on consultation.

**Sunday 13th March 1000am start:** Barn Crescent 10th anniversary celebration. Edible hedge planting, pruning and Lockdown Wood Friends of Barn Crescent event. Alongside the working morning we plan a celebration of sorts, though nothing too big - possible Green Spaces monthly event.

New Bench issue to be taken to CS in Dec 2021

2 objections, Bench to be made from recycled parts.

Recommend that the installation is approved to be put in a revised location to be agreed.

Bulbs gifted by NTC now planted.

### **e) Hedge planting Fifth Rd / City Rec.**

JH to visit the Resident to explain the Hedge Plan and work to commence around 17<sup>th</sup> Jan 2022 by Contract.

Members discussed potential for a new hedge in City Recreation Ground, Member's view was that this was too difficult & costly with little immediate benefit, and they would support this project.

#### **f) Crocus Planting volunteer days**

3 days held, slightly disappointing attendance from the Public at large, supported by GSWG members, all planning completed.

#### **g) Tree planting plan**

Plan circulated in advance, One Lime in VP to be removed, Avenue supplementary planting to be considered (after Cafe)

Robuts Close Tree planting 6/8 Apples to be part of the plan.

James has now ordered available trees as below:

Fagus sylvatica Atropurpurea 10-12cm

Fagus sylvatica

Talia Cordata

Quercus Robur

Pyrus chanticleer 2-2.5m

Prunus Avium

Carpinus betulus

sorbus aucuparia 2-2.5m

Carpinus betulus hedging

fagus sylvatica hedging

James to reissue Tree plan once finalised.

### **3. Part 2 - NTC Elected Members meeting**

#### **A) Biodiversity action plan**

James prepared & circulated an action plan which has in principle been agreed by CCWG also. Budget provision for 22/23 to be made, also possible need for works to riverbanks.

#### **B) Greenham House Gardens transfer latest**

No further progress with WBC, poss. after Nightingale's path renewal program Greenham could be rescheduled. Await further info from WBC. Cllr Vickers to chase WBC.

#### **C) Wash Common Consultation**

The CS Meeting will have a full update. Pathways, Bins, Benches & colour are the main themes, wildflower planning on the Mounds is an option to be considered.

#### **D) Friends' groups update**

Meeting with NRC Friends was held & information included in the Budget round. Works needed the Boundary wall and Dept of Justice agreement for Composting Toilet now received (after 12 months of trying) Approach to Diocese now needed.

Budget provision for 2022/23 made but will need some financial input by the Group.

No recent feedback on VP Friends

#### **E) Consultation Matrix update**

Matrix to be updated for Community Services meeting, no additional Volunteer activity planning in the next 3 months. No additional Consultation requirement noted.

#### **4. Date of Next Meeting (s) - Thursday 27<sup>th</sup> January 2022**

Meeting Closed at 8.30 pm

David W Ingram  
Community Services Manager

**Newbury Green Spaces / in Bloom Working Group**  
**Zoom Meeting – 02 Feb 2022**

**DRAFT Minutes**

Present:

**Councillors:**, Martha Vickers, Billy Drummond, David Marsh,

**Members:** Tony Hammond, David Fenn, Paul Barker, Susan Millington, Fran Lawton,

**Apologies.** Cllr. Sarah Slack, Jeff Beck, Chris Foster & Suki Russel-Hayward

**1.Minutes**

The minutes of the meeting of the Green Spaces Working Group held on 21<sup>st</sup> December 2021 were noted & minor amendments agreed.

**2. Part 1 - In Bloom - Update** on Community activity/ Matrix-

Updated and or held over from last meeting.  
None

**a) NIB 2022 plan & entry preparation**

The 2022 NIB Drafts have been circulated by JH. Much discussion on the details, agreed that JH would update, correct & reissue by e-mail for final approval before release.

Early consideration needed for 2023 Competition; poss. revamp of material & categories ready for 2023 Britain in Bloom entry.

**b) NIB Video promotions**

Final Video in package yet to be arranged.

**c) Britain in Bloom**

Work to prepare for 2023 entry should begin in July 2022.

**d) Barns Crescent Orchard improvements**

Tony Hammond outlined proposed events:

**8th January 2022: 10am** Wassailing at Barn Crescent – with Lockdown Woods.  
Successful & competed

**Sunday 16th January :** Roebuts Close consultation - carried out the door to door micro-orchards consultation at Roebuts Close on 15th January as planned.  
-covered Roebuts, Three Acre Road and near addresses in Culver & Wendan Roads and The Marlowes.

The results are:

**Total replies: 30 - all positive**

**Also 22 leaflets delivered - 1 email response (positive)**

**8 potential volunteers**

We have also contacted Ladybirds Nursery to see if they want to get involved, but have yet to received a reply.

**Sat 29th January 12:30 onwards:** Pruning event at City Rec in the afternoon – possible Green Spaces monthly event.

**February TBA:** Roebuts Close orchard planting – dependant on result on consultation.

**Sunday 13th March 1000am start:** Barn Crescent 10th anniversary celebration. Edible hedge planting, pruning and Lockdown Wood Friends of Barn Crescent event.  
Alongside the working morning we plan a celebration of sorts, though nothing too big - possible Green Spaces monthly event.

New Bench issue to be taken to CS in Dec 2021- approved & residents who objected written to- no further responses.

e) Green Flag – Application for Victoria Park submitted, concentration on retaining for 2022

2023 will include possible submission for City Recreation Grounds & prep for Ash Common 2024.

f) Hedge planting Fifth Rd – all completed

g) Tree planting plan

Completed bar Limes in Victoria Park for this current round.

h) New Benches – City Rec – residents for 2 new benches in City Rec considered – Members agreed a mini Consultation would be needed with a map showing possible locations. JH to arrange.

i) New CS Operative now in post providing JH with assistance on non Contractual GM matters primary function to assist in Playground & other repairs.

### **3. Part 2 - NTC Elected Members meeting**

#### **A) Biodiversity action plan**

Budget provision agreed, ARK agreed to assist with Riverside Bio diversity action planning post Spring 2022.

#### **B) Greenham House Gardens transfer latest**

Little progress being made.

#### **Wash Common Consultation**

Initial Budget provision made, post Spring phased Action plan to be drawn up & issued for Consultation

#### **D) Friends' groups update**

Budget provision for 2022/23 made, will need some financial input by the Group.

GM routines being re considered for new GM Contract. Wall repairs to be initiated after Easter 2022.

#### **E) Consultation Matrix update**

Matrix to be updated for Community Services meeting, no additional Volunteer activity planning in the next 3 months. Benches & Wash Common II Consultation requirement noted.

### **4. Date of Next Meeting (s) - Thursday 10<sup>th</sup> March 2022**

Meeting Closed at 8.30 pm

David W Ingram  
Community Services Manager

**Ground Maintenance Contracts Working Group  
Zoom Meeting – 02 March 2022**

**DRAFT Minutes**

Present:

**Councillors:** Jon Gage, Roger Hunneman, Chris Foster, David Marsh, Jeff Beck, Sarah Slack, Martha Vickers  
Hugh Peacocke, CEO, David Ingram, CSM, James Heasman, P&RO

**Apologies.** Cllr Martin Colston

1. **Recommendation to Community Services Committee** - The recommendation that the last Working Group meeting presented to Community Services meeting of Dec 2021 was:

**Recommendation:**

1. The Contract Documentation today reflect Members wishes with the inclusion of additional management & cutting routines suggested
  2. The breakdown of packages to allow SME to bid is agreed
  3. That at this time the Council should not look to bid for in-house work, this is to be an aspiration to be included in a forward Strategic Plan with a view to monitor the outcomes of this Tender round and work toward some packages being internally managed with a DLO over time.
  4. To Tender the works externally in a manner to achieve better control, quality & best value for the Council
  5. To report the Tender outcomes to the July 2022 Community Services Committee for detailed analysis and consideration.
  6. Members to feedback on the Scoring Matrix asap.
- 
2. **The Update:** Members had been circulated various papers in respect of the current proposed Contract, in particular GM 003 & GM 004, as well as the proposed Scoring Matrix for both Tender returns & interview. The Package now included 11 separate documents. In issuing Tenders, the plan is to place links on the NTC web to allow Contractors to download these rather than send out multiple documents to each of the interested parties. Members would have access to these documents which would remain live until the closing date allowing for continuous update where needed.  
The PIN has expired and there are around 12 interested parties in Tendering for the works.

### 3. The key issues to agree are:

- a) **The Work packages** – AGREED
- b) **The site Requirement** - the detailed site by site requirement – what is it that NTC need done, how often, where and in what quantity on a site-by-site basis- This is accepted as written.
- c) **The Works Specification** - How is that to be done, the works Specification on how, when and where these are works to be executed - discussion around adding some specifics requirement around trees etc.
- d) **The Bill of Quantities** – an amalgamation of the above 2 documents to allow the Contractor to price- still in preparation.
- e) **The Contract Terms** – Members were keen that sufficient Control was written into the Contract Conditions to allow for NTC to impose sanctions in the event of default, that there should be sufficient recoding of progress, KPIs and feedback mechanisms.

Officers undertook to continue to update these documents with Members input and circulate these ready of the Community Services meeting where these would be considered & a Recommendation made to Community Services Committee.

### 4. Date of Next Meeting (s) - TBA

Meeting Closed at 8.40pm

David W Ingram  
Community Services Manager

## Contract Score matrix - Grounds Maintenance Contract – Package No

### Contractor -

Category	Weighting	Element	Sub weighting	Comment	Score
Financial	40 %	Cost / competitiveness	40 %		
Technical	8%	Capability to fulfil Contract	3%		
		Experience of similar contract	3 %		
		Offer in line with Specification	2 %		
Health & safety	15 %	Current & relevant accreditation	3 %		
		Current H&S Policy documents – web accessible?	4 %		
		Staff training processes & records available	4 %		
		Risk assessments & process / operating procedures written down?	4 %		
Service Delivery	10%	Trading history, Client base, reputation	2 %		
		References provided & followed up	2 %		
		Staffing / Reporting / Escalation structures provided	2%		
		Insurances / liabilities covered	1%		
		Delivery plan sufficiency set out	3%		

Quality	12 %	Complaint's process set out	2 %		
		Offset non-performance understood & accepted	3 %		
		Customer feedback previous Clients	2 %		
		Reporting process & post deliver feedback process in place	3%		
		KPI reporting process	2 %		
Sustainability	15%	Added value offer	4%		
		Carbon reduced offer	4 %		
		Biodiversity offer	4%		
		Sustainable resourced materials	3 %		

### Submission Score – Interview stage

Category	Weighting	Element	Notes	Score
Quality	10			
Entirety	10			
Detail covered	10			

### Interview Score

Category	Weighting	Element	Notes	Score
Management	10			
Delivery	15			
History & Culture	10			
Sustainability	15			
Added value	10			
Co-operative working	10			

Members Notes:

Summary :

Recommendation:

Name  
Date  
Signed

Officer verification.

+ New ▾

↑ Upload ▾

Edit in grid view

Share

Copy link

...

≡ All Documents ▾

... &gt; 03 Community Services &gt; Service Functions &gt; Grounds Maintenance General &gt; GM Contract 2023

Name ▾	Modified ▾	Modified By ▾	+ Add column ▾
Current GM specification.doc	January 13	Caroline Edmunds	
GM 001 - Proposed Grounds Maintenance ...	February 14	David Ingram	
GM 002 - Proposed NTC Grounds Mainten...	6 days ago	David Ingram	
GM 003 - Proposed GM specification v3.docx	4 days ago	David Ingram	
GM 004 - Proposed NTC GM Contract - Det...	3 days ago	David Ingram	
GM 005 - Bills of Quantities v2.docx	4 days ago	David Ingram	
GM 006 - Package Breakdown.docx	February 14	David Ingram	
GM 007 - Proposed GM XL schedule 2022 ...	5 days ago	David Ingram	
GM 008 - Grit Bin Survey 29-10-2019.docx	February 14	David Ingram	
GM 009 Playgrounds Site_List.xlsx	February 14	David Ingram	
GM 010 - Tender Score matrix - GM 2023.d...	5 days ago	David Ingram	
GM 011 - Tender Return Summary & Offer....	6 days ago	David Ingram	
GM specification v2.doc	January 12	David Ingram	

**Tender Schedule of GM Routines for NTC land- Package breakdown.**

**APPENDIX 3.4**

<b>Cemetery</b>	<b>Grass cutting (major)</b>	<b>Waste &amp; cleaning</b>	<b>Playgrounds</b>	<b>Gardening</b>	<b>Sport pitches</b>	<b>Flower displays</b>
Permanent Staff – Shaw based *	Regular staff	Regular round staff - weekends	RPII Qualified Staff	Regular staff	Regular staff – Friday / Monday	Summer / Winter supply only
Shaw Cemetery grass cutting *	Grass cutting all amenity grass (Machine mow)	Bin emptying routines, bin cleaning & defects reporting	Weekly inspection of all play equipment on 15 parks	Planting & managing Bedding Planting	Setting up & marking out of sports pitches (football)	Making, delivering, fixing & watering of hanging baskets
Shaw Cemetery Hedges *	Hedge cutting (machine cut)	Litter picking & removal around open spaces	Log & photograph all defects & report to Supervisor	Weeding of all flower & shrub / rose bedding	Cleaning & maintain Changing Rooms during Season, notify defects	Providing summer & winter bedding plants to NTC agreed colour scheme to all beds
Locking and unlocking both cemeteries *	NTRC Grass cut & Wildflowers	Pond management & cleaning routines inc. 5 x emptying annually	Red faults to be isolated immediately on recognition	Ornamental hedge cutting	Meter readings – Monthly water & 3 monthly Electric reading non-Town Hall meters	Making, delivering & managing 2 flower troughs to Town Hall

<b>Cemetery</b>	<b>Grass cutting (major)</b>	<b>Waste &amp; cleaning</b>	<b>Playgrounds</b>	<b>Gardening</b>	<b>Sport pitches</b>	<b>Flower displays</b>
Care of both chapels (internally) setting up for in use. *	Allotment grass mowing & pathway management	Tennis Courts sweep Weed & litter removals	Flag persistent faults & ongoing faults to Supervisor	Shrub and perennial bed care and weeding	Cleaning, checking & notifying defects on post nets & sockets & other spots equipment	Provide watering & maintenance service for Hanging baskets only
Digging cremated remains burials – full burials by Funeral Directors *	Allotment boundary hedging / tree management	Summer Splash Park degrease, litter & weed removals, equipment cleans	Sweep play areas on visit, remove debris, rubbish, weeds etc and bin.	Winter edging of borders /paths maintenance, bare patch grass sowing	Open & closing Changing Rooms for match days	
Manging facility, Visitor information, NTC support, general maintenance all areas	Strimming of vacant allotment plots - monthly	Cleaning signs & Notice boards to Parks, Play areas & Allotments	Refilling sandpit (1)	Wildflower meadow & redevelopment of beds support (ad hoc)	Legionella management of water supply.	
Site H&S management both sites	Annual maintenance / refresh works to playing areas	Check, clean & refill footway salt bins October & Jan annually	Refilling play bark areas	Winter routine of Bench oiling and replacing damaged areas	Marking out Summer Rounders pitch (City Rec)	
Manage Commonwealth / War Grave plots	Leaf blowing & leaf collection & removal to all areas	Monthly reporting volumes of waste & recycle rates		Tree planting & watering as required annually up to 12 trees		
	Cut & drag then removal of Wild Flower areas	Clear rubbish/ debris from 3 short stretches watercourse 2x annually				

**The following routines will be additional:**

Annual RPII Playground H&S Inspection & report

Major Tree surgery & removal

Building works (installation/ removal of bins, benches & playground equipment)

Road salt purchases

NEWBURYTCGM 2023/26 v 2 Feb 2022

Newbury Town Council**Public Report****Community Services Committee,****Agenda Item No 6****Community Services Manager Report – March 2022****1. Green Spaces Working Group**

Development of the Town Councils Parks & Recreation grounds continue to be managed & enhanced with projects & volunteer events as set out in Appendix 2.1 – GSWG Mins of meeting of & Draft of 9/12/21 as well as the Progress Planner/consultation matrix.

**2. Volunteers**

The Council has a need to formalise its Policy on the use of Volunteers & Volunteering events which has been partly prompted by the Council's Insurers particularly as to Risk Assessment & Child protection. The CEO has drafted a Policy Document included in this paper. Members are invited to consider the Policy and give any comments/recommendations directly to the CEO.

**3. Biodiversity**

In accord with the Council Strategic Policy, an agreement has been reached with the ARK Project to carry out Surveys on the 3 areas of waterway under the control of this Council, along the rear of Dairy Farm Allotment, off Walton Way and Lock Island. This work is funded out of the 2022/23 budget provision.

**4. Playgrounds & open spaces****a. Playgrounds.**

The employment of a Facilities Officer working under the direction of the Parks & Green Spaces Officer has allowed the Council to quickly eat into the backlog on playground repairs. There is still some difficulty in obtaining spare parts. By the end of March 2022, before the next round of external Annual Inspection of the Playground equipment, the advisories, and other matters previously highlighted will be completed.

Only the fitness equipment in Victoria Park, isolated to prevent use, remains an issue due to the lack of spares.

The next annual independent inspection is due in March/April 2022.

**b. Fifth Road**

A Budget provision has been made for 2022/23 to upgrade the Play areas in Fifth Road. The Community Services Team are currently meeting various play equipment manufacturers and putting together options for the new facility which will be consulted upon in early Summer 2022.

**c. Wash Common**

Options to meet the Public aspirations coming out of the Public Consultation in line with the 2022/23 budget approval are being drawn up for public consideration which is likely to be arranged for Autumn 2022.

**d. Tree Works**

The approved funding for additional tree works, particularly the Scots Pines at Wash Common, has been committed and all backlog works have now been completed. The recent storm did affect a number of NTC managed trees, these have now all been dealt with and where necessary, removed.

There will be a delay in the reprovision of new trees partly due to the need to consider right locations and the lack of native tree stocks being available in Nurseries.

**5. Lock Island Lease (C&RT)**

Discussions with the Canal & River Trust for Lease renewal of part of the land on Lock Islands has resulted in an Agreement for Heads of Terms:

25-year lease term

Outside provisions 24-28 of the 1954 Act

Rent: £1,000 pax

Rent Review: 5th, 10th, 15th & 20th years in line with RPI

Tenant to insure

Newbury Town Council (NTC):

will work with CRT and suppliers on community projects in the local area. NC agrees to promote CRT's brand where appropriate on events and marketing, any events to be held on the island, dates of which to be provided and agreed with the Trust in advance

**Recommendation:** to approve the Heads of Terms and instruct the Community Services Manager to prepare a suitable Lease for Sealing by the Council.

**6. Falkland Memorial Ground (NT)**

Discussion with the National Trust in respect of a Management Agreement for the land around the Falkland memorial are presently on hold due to Covid.

**7. Victoria Park****a. Mini Golf**

Newbury Town Council has been approached by Dinton Adventure Golf to provide a mini golf facility in Victoria Park in the V shaped triangle between the Tennis Courts & the 'Queen Victoria and her Lions' statue.

Dinton have already set up itself with their facilities, notably Dinton Pastures in Wokingham <https://www.dintonadventuregolf.co.uk/>

**Recommendation:** to approve the SLA Agreement with Dinton Adventure Golf being signed on the terms shown in Appendix 4.1

**b. Tennis**

Work is in hand with the Lawn Tennis (LTA) & National Tennis Association (NTA) to promote & put in place a Newbury Town Council Tennis competition with the Final taking place on Family Day in Victoria Park on 12<sup>th</sup> June. NTC will be providing the prizes including Cup/ Shields for the winners in different competition categories.

A promotional video to promote the tennis courts use during the quieter winter months, highlighting the floodlighting has been produced and has been released.

NTA (National Tennis Association) & LTA (Lawn Tennis Association) jointly presented the Newbury & Thatcham Community Tennis concept at Newbury Town Council's Community Services Committee on the 15th of March 2021.

On the 1st of May 2021, Newbury & Thatcham Community Tennis was launched, based on the proposals previously laid out. They have spent the past 12 months soft launching the project with Newbury Tennis Club and Thatcham Memorial Foundation and have been able to prove the concept and ensure the project is sustainable and successful.

The NTA and the LTA are now keen to forge an NTC/NTA/Thatcham joint Tennis facility use Agreement which is now working in Thatcham and Newbury Tennis Clubs. This both promotes Tennis in the area and manages court availability to maximise the usage both at peaks and during other key times to even out usage across all sites. A Draft Agreement which is based on that used with Thatcham Tennis is set out in Appendix 4.2 with supporting documentation in 4.3 & 4.4

**Recommendation:** to approve the Agreement with the National Tennis Association as set out in Appendix 4.2

**c. Family Day**

The NTC Family Day has been booked for 12<sup>th</sup> June 2022 in Victoria Park.

As well as highlighting the existing facilities in the Park there will also be entertainment on the Bandstand including the Ragtime Theatre School, a Folk Band and Watership Brass. There will be Punch & Judy & magic shows, a climbing wall for children to try and we hope to include 'Rugby Tots' try outs and the Emergency Services. We are also working together with Berkshire Youth at the Waterside Centre to include and highlight their new facilities on the day. They will be providing extra activities in the Park on that day.

2022 also includes the Newbury Town Council Anniversary as well as the Queens Jubilee, both events will be celebrated.

Members are encouraged to Volunteer early for this event by contacting Caroline Edmunds asap. Volunteers are needed to ensure the success and safety of the event.

**8. Ground Maintenance Working Group (Appendix 6).**

The Contract is due for a 5-year Review on the 7th of January 2023. The Council Management Agreement with WBC also ends on this date.

The renewal, in whatever form is agreed, falls within the 2022/23 Annual Budget round, provision for additional cost due to the ending of this first 5-year period has been made. The Community Services Committee at the last meeting agreed to set up a Working Group to aid with the Options work and make recommendations to the Committee on the way forward.

The Working Group has met on a number of occasions resulting in the recommendations to the Committee as set out in Item 7 above and Appendix 3.

Work continues on the documentations which it is anticipated will be in format ready for Issue by later March 2022, the intended return of Tenders being before the July 2022 Community Services Meeting

**Signed:** David W Ingram,  
Community Services Manager

Date: 8<sup>th</sup> March 2022

**This Agreement is for the agreed use of facilities at Victoria Park, Newbury ('the Park') and Dinton Activity Centre ("DAC").**

between

**(1) AR Golf Ltd**

('the Customer').

**(2) Newbury Town Council, Town Hall, Market Place, Newbury, RG14 5AA, Berkshire ('the Council')**

**It is agreed as follows:**

**Term**

The agreement term is for hire of land for the period of 01 April 2022 to 15 MAY 2025 with unrestricted hours.

**Rights granted to the Customer**

The customer, their employees, volunteers and guests will have the right of access to the Park and its facilities for the purpose of Adventure Golf, as designated by the Council. Strictly no sale of food or other consumables unrelated to the sport.

**Payments by the Customer**

The Customer shall pay the Council a licence fee:

- £5,000
- Payment is required annually in advance and must be received no less than 30 days from the date of invoice. This fee covers the granted rights for a period of 12 months.
- Thereafter an annual CPI linked index percentage increase will be applied to the previous year's licence fee. This will be in line with the Councils' Fees and Charges annual percentage increase.

The Customer will be invoiced quarterly for any additional services requested e.g. the hire of the Council's staff, equipment or storage and services.

The Customer shall pay the Council a proportion of the electricity bill to the adventure golf site (worked out by assessing charge rates and mutually agreed between AR Golf and NTC on the first month of operation). Should electrical consumption significantly increase due to AR Golf's draw from appliances this will be re-negotiated.

**The Customer agrees to the following:**

- To provide to the general public the provision of an 18 hole mini golf course on the site, V shaped between the Queen Victoria Statue & the Tennis Courts alongside the Public Right of Way known locally as Lime Avenue in Victoria Park, Newbury (see attached site plan).
- To indemnify the Council against all loss, costs and damages to the Adventure Golf course or Park and any other of its properties / interests and any third party liabilities that may occur as a result of this activity
- To maintain a Public Liability policy of insurance for a minimum indemnity of £10,000,000 and to provide a copy of the insurance certificate to the Council.
- Any ground works or installation required by AR Golf will be at AR Golf's expense.
- Any structural and visual changes to the land would need prior permission from the Council. Any alterations carried out, even with our permission, would need to be reverted at the end of the agreement period.

## APPENDIX 4.1

Payment of a refundable deposit of £500 to ensure the satisfactory restoration of the ground before returning to the council

- Any electrical installations must be PAT tested.
- To perform risk assessments and maintain safe operating procedures on site (and to make such modifications and recommendations to the procedures made by the Council.
- The Customer is to be self-contained and not require regular assistance, management and input from Countryside Service staff, unless in an emergency situation.
- It is essential that there is no conflict between the Customer and those services run by the Council in the Park. In the unlikely event of any such conflict, the Council will have priority over the customer
- Record and monitor customer feedback and give the Council a feedback report, noting steps forwards to improve where needed.
- Record and monitor all health and safety incidents and accidents. Provide the Council with copies of the incident / accident reports on a quarterly basis. Any RIDDOR forms logged need to be immediately notified to the Council.
- To ensure that the customers and invitees of the Customer do not cause nuisance to any other user of the Park.
- To ensure that any car park user including the staff and volunteers of the Customer shall only be as approved and on a voluntary basis from the Councils point of view, agreed in advance by the Councils Parks & Green Spaces Officer with AR Golf and this shall at no time be a permanent agreement.
- To keep all pathways, the Right of Way & exits clear and unlocked in opening times.
- To keep full and proper prime records and summaries of all daily sales of services made in sufficient detail for the Council to identify the Service sold and monies received from the Premises;
- The Customer will at the Termination of this Agreement or any Notice therefore removal all the equipment, fencing, barriers & features provided and will reinstate the grounds to the condition pre Agreement as set out in the Schedule of Conditions, to grass that can be mown as directed by the Councils Parks & Green Spaces Officer

### **The Council agrees to the following:**

- To allow access to the land as designated on the attached plan for adventure golf purposes for development, maintenance, repairs and play at all reasonable times.
- Allow pre agreed & appropriate low level fencing to define the exact area under hire.
- To seek to provide a power cable of electricity to the site when the Café build takes place. This will be a metered supply all cost to be recharged to AR Golf. NB - there is no electricity supply at present to that part of the Park.
- To allow access to the toilets in the Park once the new Café has been built.
- To be in regular communication with AR Golf on issues that they need to be reactive to.

**The Council and The Customer agree to the following:**

- Staff resources can be shared between the Council and The Customer, including staff on casual contracts being able to work for multiple organisations. If an urgent need for staff or resources should occur then the Customer will hire resources from each external sources. The Customer will not employ the Council's staff for any of its operations.
- The Council or AR Golf may terminate this Agreement at any time effective on 3 calendar months' notice if The Customer's activities at the Park have, in the Council's opinion, had an unacceptable negative impact on the Park, has breached health and safety regulations or generates an unacceptable number of complaints by other Park users or there has been a material breach of this Agreement.
- Termination of this Agreement by the Council shall be without prejudice to the rights any remedies of the parties for any antecedent breach of this Agreement.
- Re negotiate the terms of the Agreement at the end of this Agreement period.

**Signed**

**On behalf of The Customer**

**Date**

**Signed**

**On behalf of Newbury Town Council**

**Date**

Dated: \_\_\_\_\_

**[NEWBURY TOWN COUNCIL]**

-and-

**NATIONAL TENNIS ASSOCIATION R1 CIC**

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OPERATOR AGREEMENT **[DRAFT]**

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**THIS AGREEMENT** is dated \_\_\_\_\_ and is made **BETWEEN:**

- (1) **National Tennis Association R1 CIC** of 60 High Street, Wimbledon Village, London, SW19 5EE
- (2) • **(the Venue)**; and Newbury Town Council, The Old Town Hall, Marketplace, Newbury, RG14 5AA

**IT IS AGREED** as follows:

## **1 Definitions and interpretation**

1.1 In this Agreement, the following terms shall have the following meanings:

**Venue Management** means the services provided by National Tennis Association (NTA) to the Venue more particularly described in Schedule 1 attached, as amended from time to time by agreement of the parties;

**Coaching** means the services provided by NTA to the Venue more particularly described in Schedule 3 attached as amended from time to time by agreement of the parties;

**Confidential Information** means sensitive personal data (as defined in the Data Protection Act 1998) of members, financial information relating to the Venue, information relating to the constitution or infrastructure of the Venue and any other information that the Venue makes known to you as being of a confidential nature at any time;

**Intellectual Property Rights** means all present and future copyright and related rights, patents, trademarks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

**Liability** means liability, loss, damage, cost, claim or expense, including but not limited to all demands for tax, national insurance contributions, and the costs of dealing and penalties and interest associated with such demands;

**LTA** means the Lawn Tennis Association, whose registered office is at the National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ;

**Materials** mean any work or material developed, written or prepared by NTA (or your employees, agents, sub-contractors or representatives) in relation to the Coaching (whether individually, collectively or jointly with the VENUE and on whatever media) including (without limitation) any documents, reports, studies, data, diagrams, charts, specifications, databases or computer programs and related copies and working papers whether developed, written or prepared before or after the signing of this Agreement;

**Location** means [Victoria Park Tennis Courts, Parkway, Newbury, Berkshire, RG14 1EL]

**All Locations** means Newbury Lawn Tennis Club, Victoria Park and Thatcham Memorial Foundation tennis facilities and any other location that gets added to the project subject to agreement.

## **2 Services provided by NTA**

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the recipient and sufficiency of which consideration is hereby acknowledged, the Venue and NTA (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

- 2.1 NTA shall provide and manage a membership scheme (the scope of which is set out in Schedule 1 of this Agreement) to the Venue at the Location at such times and at such places as agreed between the parties from time to time and on the terms herein.
- 2.2 NTA shall provide a tennis court booking system for members as set out in Schedule 1 of this Agreement and on the terms herein.

- 2.3 NTA shall provide and manage a tennis court booking system for pay-and-play customers as set out in Schedule 1 of this Agreement and on the terms herein.
- 2.4 NTA shall be responsible for providing and meeting the costs of utilities and other services associated with the Location as detailed in Schedule 2 of this Agreement and on the terms herein.
- 2.5 NTA shall be responsible for remedial repairs and upgrades to the location, including the tennis nets and posts as detailed in Schedule 2 of this agreement and on the terms herein.
- 2.6 NTA shall provide Coaching (the scope of which is set out in Schedule 3) to the Venue at such times and at such places as are agreed between the parties from time to time and on the terms herein.

### **Services provided by the Venue**

- 2.7 The Venue shall be responsible for a tennis court refurbishment programme as detailed in Schedule 2 of this Agreement and on the terms herein.
- 2.8 The venue shall be responsible for any structural repairs to the location, fencing and floodlighting and any damage relating to anti-social behaviour would be shared between the parties.

### **3 Fees**

- 3.1 NTA shall pay the Venue [£6,600] per annum, provided under this Agreement. The annual payment will be reviewed at each yearly anniversary of the Agreement, and will rise based on the Consumer Price Index.
- 3.2 NTA shall pay the Venue a payment of [5%] of net profits gained from operations at all locations, to be paid by the Client annually on the 30th April from the date that the Agreement is signed.
- 3.3 NTA will collect the full proceeds from all revenues gained from the operation of the location facilities as set out in Section 2. .

- 3.4 NTA will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment and NTA will indemnify the Venue in respect of any such payments required to be made by NTA.
- 3.5 NTA will be solely responsible for the payment of all remuneration and benefits due to the employees of NTA, including any National Insurance, income tax and any other form of taxation or social security costs.

## **4 Confidentiality**

- 4.1 Both parties are aware that in the course of the operating partnership hereunder they may be given or come across Confidential Information.
- 4.2 Both parties must not, during this engagement or after its termination, disclose or use any Confidential Information except in carrying out its obligations under this Agreement.
- 4.3 NTA must not publish any statement, deliver any lecture or make any communication to the press, radio or television relating to the Venue, its employees or its members without the express permission of the Venue.
- 4.4 The Venue must not publish any statement, deliver any lecture or make any communication to the press, radio or television relating to NTA, its employees or its members without the express permission of NTA.

## **5 Data protection and monitoring**

- 5.1 As a result of the provision of both parties' obligations under this Agreement, parties may have access to personal data about the employees, directors, members, players, tutors, accredited coaches and/or other contacts. Both parties must (and must ensure that your employees, agents, sub-contractors and representatives will) keep all such data secure and protected against improper disclosure or use.
- 5.2 If NTA is asked to obtain, use or otherwise process any such data on behalf of the Venue, it must act only on instructions from the Venue or as set out in this Agreement and must take appropriate technical and organisational

measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.

- 5.3 If the venue are asked to obtain, use or otherwise process any such data on behalf of NTA, it must act only on instructions from NTA or as set out in this Agreement and must take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.

## **6 Insurance**

- 6.1 NTA shall take out and maintain full and comprehensive insurance policies for professional indemnity, public liability and any other insurance required for managing a tennis facility and for the performance of the Coaching with the LTA, and reputable insurers acceptable to the Venue and shall notify the insurers of the Venue's interest and cause such interest to be noted on the policies (if the policies so permit). You shall supply promptly to the Venue on request copies of such policies and evidence that the premiums on them have been paid.

## **7 Intellectual property and proprietary rights**

- 7.1 The Venue will be entitled to ownership of:
- (a) the Materials; and
  - (b) the Intellectual Property Rights in the Materials, which are assigned to the Venue by this Agreement (and will ensure that your employees, agents, sub-contractors and representatives (as applicable) assign) with full title guarantee and free from all third party rights.
- 7.2 NTA undertakes to do anything reasonably required (both during and after the Term) to ensure that all Intellectual Property Rights in the Materials are assigned to the Venue and to assist the Venue in protecting or maintaining such rights.
- 7.3 NTA shall (and must ensure that your employees, agents, sub-contractors and representatives will) waive any moral rights arising in respect of any Materials as against the Venue and its employees and exercise such rights

against any third party only as the Venue requests and in accordance with the Venue's directions.

- 7.4 The Venue grants NTA an exclusive licence to use the Intellectual Property Rights in the Materials for the duration of the Term for the sole purpose of performing the management of the location and for Coaching.
- 7.5 NTA agrees to notify the Venue immediately if any actual or suspected infringement by a third party of any of the Intellectual Property Rights in the Materials comes to your attention.

## **8 Termination**

- 8.1 This Agreement has a 10 year term. It can be terminated, subject to the remainder of clause 8, with twelve months notice to the end of the month, to the other in writing.
- 8.2 The Agreement may be terminated for good cause with immediate effect by either party hereunder should any of the following occur:
- (a) commits any material or continued or repeated breach of this Agreement;
  - (b) allows LTA Coach Accreditation to expire;
  - (c) commit any serious or persistent default or breach of any of your obligations under the Code of Conduct (attached at Schedule 2 to this Agreement) and any applicable codes of conduct, policies, procedures, regulations and rules of the Venue, and the LTA from time to time in force;
  - (d) adversely prejudice or do or fail to do anything which in the reasonable opinion of the Venue is likely to adversely prejudice the interests or reputation of the Venue;
- 8.3 Upon the expiration or earlier termination of this Agreement (or otherwise on-demand) NTA must return immediately all items of the Venue's property which it has in its possession or under its control in connection with this Agreement (including any electronic documents).

- 8.4 Upon the expiration or earlier termination of this Agreement (or otherwise on demand) The Venue must return immediately all items of NTA property which it has in its possession or under its control in connection with this Agreement (including any electronic documents).
- 8.5 Termination of this Agreement, however it arises, shall not affect or prejudice the accrued rights of the parties as at termination or the continuation of any clause expressly or implicitly surviving termination.

## **9 Limitation of Liability and Indemnities**

- 9.1 NTA shall indemnify and hold the Venue harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) howsoever caused awarded against, or incurred or paid by, the Venue as a result of or in connection with:
- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the provision of venue management and Coaching; or
  - (b) any claim made against the Venue in respect of any liability, loss, damage, injury, cost or expense sustained by the Venue's employees or agents or by any customer or a third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of venue management and Coaching as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by you.

## **10 General**

- 10.1 The parties do not intend that any term of this Agreement, unless stated otherwise, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

- 10.2 Each of the parties shall give notice to the other party of any change of address or telephone number at the earliest opportunity but in any event within 10 working days of such change.
- 10.3 Any notice required to be given by either party under this Agreement shall be left at or sent by registered or recorded delivery post to:
- (a) in the case of notices from NTA, the address for the time being of the Venue given in this Agreement (unless you have received notification of a change of address) marked for the attention of the **Managing Director**; and National Tennis Association, 60 High Street, Wimbledon Village, London, SW19 5EE
  - (b) in the case of notices from the Venue, your address for the time being given in this Agreement (unless the Venue has received notification of a change of address), marked for your attention of **[enter name]**; and **[enter address]** .
- 10.4 This Agreement constitutes the whole agreement between the parties and may only be modified or otherwise amended by the written agreement of the parties.
- 10.5 This Agreement replaces all other previous agreements, whether oral or in writing, between the parties.
- 10.6 This Agreement shall be governed by and construed under English law and each of the parties hereby irrevocably agrees that the Courts of England are to have jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement.
- 10.7 Other than as stated at clause 2 above, both parties may not assign, sub-contract or otherwise transfer any of its rights and obligations under this Agreement to any third party.

# SCHEDULE 1

## Venue Management

NTA shall provide and maintain an annual membership scheme, pay-and-play for non-members, and an online booking system for all users across all locations. The scheme will be administered via the LTA ClubSpark solution. For the first year of the Agreement, the following pricing model will be put in place.

### **Annual Memberships – £45 and £100 per year**

#### Annual Pass – £45 per year

Customers pay an annual fee for their full household to make court bookings with a one-week booking window.. No booking charges apply other than for floodlight sessions.

#### ClubPass – £100 per year

Customer pay an annual fee given them all the benefits of the annual pass, plus;

- A. Professionally coordinated club sessions. three, 2-hour club sessions per week for 47 weeks of the year.
- B. 2-week booking window for club members (1-week window would be for annual pass holders)
- C. Wimbledon ballot – each eligible club member benefits from an entry into the LTA Wimbledon club ballot. .
- D. 10% discount for all group coaching Coaching Plans

### **Pay-and-Play – £6.80 per hour**

Customers create a free account and pay hourly for the courts they book. Additional charges apply for the use of floodlights.

### **Floodlighting – £5 per hour**

The cost of floodlighting will be set at £5 per hour per court for all users if the user is booking their own court.

### **Website, Booking System & Gate Access**

NTA will build and adopt a new central LTA ClubSpark website branded as Newbury & Thatcham Community Tennis, linked to SmartAccess hardware and software at the location.

### **General**

[ADD]

---

### **Annual Review of Scheme**

It is important that each location and stakeholder has security and a say on how their facility is operated.

A joint working group will meet quarterly to discuss the project and review set annual KPI targets. There will be two representatives from each venue. Each venue will be able to veto any changes that fundamentally change the operation of their venue, including:

- Any increase in pay and play or membership fees that increase more than RPI.
- Jointly work on and approve any refurbishment projects.
- Court availability to ensure all users have equal access to play tennis.

# SCHEDULE 2

## Responsibilities for provision of onsite services

NTA shall have responsibility for providing and meeting payments for the following onsite services:

1. Electricity costs for floodlighting and SmartGate
2. Lamp replacements for floodlighting
3. Annual high pressure power wash of the courts and application of moss and weed kill.
4. LTA Registration and venue insurance
5. Insurance for pavilion
6. Annual gate maintenance and cloud cost fees.

The Venue shall have responsibility for providing and meeting payments for the following:

1. Annual maintenance as detailed below.
2. Structural repairs to the location, including fencing and floodlighting
3. Repairs occurring due to damage relating to anti-social behaviour or vandalism.

The Venue shall maintain the facility on the following schedule:

<b>Between 5-6 Years</b> (since last refurbishment)	Repaint after the courts have been washed and treated. May need to be done earlier (4-5 years) where floodlights are installed.
<b>Between 10-12 Years</b> (since last refurbishment)	Resurface courts with a single layer of macadam. May need to be done earlier (8-10 years) where floodlights are installed.

# SCHEDULE 3

## Coaching Provision

NTA shall provide professional coaching provision at the location at such times and at such places as are agreed between the parties from time to time across all locations.

Tennis court allocation will be agreed quarterly with the Venue. Any amendments to the coaching programme must be agreed between the parties, and effort must be made to ensure tennis courts are available for all activities, including general play, organised club sessions, matches, tournaments and events.

NTA shall:

- (a) at all times ensure coaches and assistants are accredited with the LTA
- (b) provide Coaching with all reasonable skill and care and in a lawful, proper and timely manner;
- (c) comply with all applicable policies, procedures, regulations and rules of the Venue and the LTA;
- (d) use its best endeavours to promote the interests of, and generally act in good faith in relation to, the Venue;
- (e) keep such records of Coaching undertaken and provide information regarding such Coaching as the Venue may reasonably require;
- (f) comply with all reasonable standards of safety and take due regard of and comply with any safety regulations prescribed by the Venue and/or the location at which you will be Coaching and any relevant statutory provision which may be in force from time to time, and report to the Venue any incident which could give rise to any unsafe working practices;

# SCHEDULE 4

## Code of Conduct

NTA agrees to:

1. Comply with the relevant Codes, Rules and Laws of the LTA and the Venue.
2. Treat all personal information about individual members and non-members who make use of the facilities at the location as confidential, except in exceptional circumstances regarding health and safety, medical requirements, disciplinary action or in accordance with the LTA Safeguarding Policy.
3. Not allow employees or any sub-contractor's employees to drink alcohol or smoke either before or during teaching or coaching sessions or competitions.
4. Observe the authority and decisions of all officials.
5. Work without discriminating on the grounds of race, colour, language, religion or belief, birth, social status, sex, age or disability.

# SCHEDULE 5

## **Safeguarding Policy**

The current NTA policy on safeguarding can be found via the following link:

[Safeguarding policy](#)

# SCHEDULE 6

## **Diversity & Inclusion Policy**

The current NTA policy on Diversity and Inclusion can be found via the following link:

[Diversity and Inclusion Policy](#)

**IN WITNESS** whereof this Agreement has been executed the day and year first above written.

SIGNED by \_\_\_\_\_

[Name]

For and on behalf of [insert name of Venue]

DATED \_\_\_\_\_

SIGNED by \_\_\_\_\_

[Name]

National Tennis Association R1 CIC

DATED \_\_\_\_\_



## Newbury & Thatcham Community Tennis

### Project Update

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NTA/LTA jointly presented the Newbury & Thatcham Community Tennis concept at Newbury Town Council's Community Services Committee on the 15th March 2021. Attached to this pack is the original proposal for reference.

On the 1st May 2021, Newbury & Thatcham Community Tennis was launched, based on the proposals previously laid out.

We have spent the past 12 months soft launching the project with Newbury Tennis Club and Thatcham Memorial Foundation. We wanted to prove the concept and ensure the project is sustainable and successful.

Newbury Tennis Club & Thatcham Memorial Foundation have now entered into a 10-year operating agreement with NTA.

The project website is live, demonstrating the brand, and how the community to access tennis at both venues:

<https://newburythatchamtennis.org.uk/>



## **Progress to date**

Over the past 12 months we have successfully launched the project and have seen significant success.

We have seen an increase in members from 298 to 515 – an increase of 72.8%.

The NTCT project has become the one-stop-shop to access tennis activities in and around Newbury.

## **Inclusion of Victoria Park into the NTCT partnership**

We would now like to propose Victoria Park to be included within the community partnership scheme. This will further allow the local community to access tennis and will benefit in the following ways:

1. People will be able to access information and book a court or activities under one unified website.
2. One membership scheme giving people access to book across three locations in the area
3. Ensuring tennis is accessible and affordable for everyone in Newbury.
4. Offers Newbury a unique model for tennis linking all community facilities into one simple and accessible offer for local people.

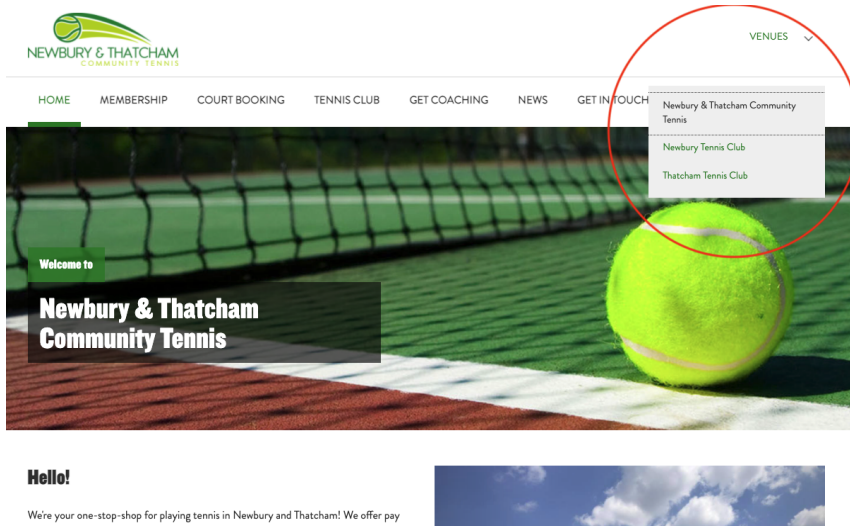
## **Next Steps**

Attached to this update is a draft operational agreement with NTA. This is the same agreement that has been put in place with Newbury Tennis Club and Thatcham Memorial Foundation.

The next steps to include Victoria Park into the community partnership scheme is:

1. Newbury Town Council to approve the inclusion of Victoria Park into Newbury & Thatcham Community Tennis.
2. Agreement between NTA and Newbury Town Council in place.
3. Agree a date for Victoria Park to be added to the scheme

Once we have an agreed start date, we will work with ClubSpark and the LTA digital team to seamlessly migrate the current Victoria Park website into the scheme's website. It will still remain an independent site, and it will sit within the scheme's cluster website:



Existing contacts within the Victoria Park database will also be maintained. From a user perspective, there will be no action they will need to take. Once the site is migrated, current Annual Pass members will be able to continue to book and their membership will not change. Once their Annual Pass is due to renew, they will be asked to join the Newbury & Thatcham Community Tennis membership. Essentially the current membership will get added value as they will now have access to nine courts across three venues.

## Timeframe

To ensure the community benefits from the scheme for the Spring, we would like to complete this project as soon as possible.

We propose a start date of **1st May 2022** to include Victoria Park within the scheme.

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## Contact

Ed Nieburg, **National Tennis Association**  
020 8125 4380 | [ed@nationaltennis.org.uk](mailto:ed@nationaltennis.org.uk)

Mike Piggford, **Lawn Tennis Association**  
07702 141246 | [Michael.Piggford@lta.org.uk](mailto:Michael.Piggford@lta.org.uk)

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## Victoria Park

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horner28 <horner28@btinternet.com>

26 February 2022 at 12:01

To: ed@nationaltennis.org.uk, davidgreenway15@gmail.com

Ed, see below

David, anything to add

C

26th Feb 2022

To whom it may concern

I am writing to you as the current Chair of Newbury Tennis Club to express my support of the proposal to include the tennis courts in Victoria Park into the Newbury & Thatcham Community Tennis partnership managed by NTA.

Since joining the partnership in 2021, we have been able to open our our facilities to more and more people helping them enjoy the benefits of tennis. The new memberships schemes including pay and play have removed some of the financial and social barriers to tennis. Given the strong evidence that tennis positively impacts mental and physical wellbeing it is fantastic to see so many people either taking up the sport for the first time or getting back on court after the challenges of CV19. Linking the Newbury courts with Thatcham under the Community partnership scheme has increased our court capacity and availability at no extra cost to either clubs, meaning we are able to accommodate the increase in demand we have from people wanting to play tennis. The addition of the Victoria Park courts would provide yet more court capacity. Our court utilizations rates have also increased and i am confident that by being able to use Victoria Park courts they would have a much higher usage throughout the whole year.

As part of the partnership, NTA are now responsible for the day to day running of the club and management of the tennis programme at Newbury. Being a professional tennis oriented organization NTA can commit more resources, focus and energy to encouraging people to play tennis than we could ever do running the club from a voluntary perspective. Prior to the partnership our court utilization was extremely poor. The structure of the Community partnership means that myself and other committee members have an equal voice and are still the guardians of Newbury Tennis Club so have not lost any control over the club.

From my perspective i cant not seen any detriment to Newbury Tennis Club in joining the Community partnership and hope that the council feel the same. It is an unique opportunity for Newbury to become a national showcase in promoting tennis across the community and showing others what is possible when everyone comes together for the benefit of the community.

I would like to thank NTA and the LTA for their continued support in helping us at Newbury Tennis Club.

I am happy to be contacted by the council regarding the Community partnership proposal if i can be of any assistance.

Yours

Chris Horner



## Newbury Town Council

**Projected additional Work Programme for Community Services Meetings for the Municipal Years  
2022/23**

<b>Meeting Date</b>	<b>Subject</b>
<b>Community Services Meeting – March 2022</b>	
<b>Provisional</b>	
<b>July 2022</b>	Election of Chair 2022/23 Budget Review Update on Grounds Maintenance Contract  Update on Café project  Greenham House Gardens update Update on Falklands Memorial land Agreement Update on Fifth Road Play areas redevelopment  Action Plan on Wash Common Investment plan Wharf Toilet Upgrade
<b>Forward Plan</b>	
<b>September 2022</b>	2022/23 Budget Review Update on Grounds Maintenance Contract  Update on Café project  Greenham House Gardens update Update on Falklands Memorial land Agreement Update on Fifth Road Play areas redevelopment  Update on Wash Common Investment plan Action Plan for Nightingales Consultation Wharf Toilet Upgrade

**Recommendation: To note** and agree any other items that Members resolve to add to the Forward Work Programme

David W Ingram  
March 2022

**Newbury Town Council****Public Report****Report to Community Services Committee****Agenda Item No. 12 Community Café for Victoria Park****1. Background**

The Council has appointed Michael Pagliaroli Architects as the Lead Consultant for the design, planning & Contract management of this project. Additional specialist Consultants, McCarthy Bainbridge (M&E Engineers) Blewburton (Sustainability) Stuart Michael (Drainage) Archibald Shaw (Structural) Greengage (Ecology) Reading University (Archaeology) John Platts (Arboriculture) Quoin (Construction Health & Safety) & FSC – Live (Fire Safety) have been engaged to support the project.

Planning was obtained on 30<sup>th</sup> June 2021, Ref 20/02294/COMIND with 19 Conditions to be satisfied before any site start.

The 2 fundamentals conditions that the Project Team need to satisfy at the outset of the detailed design process are:

17. The development hereby permitted shall achieve a rating of "Very Good" under BREEAM (or any such equivalent national measure of sustainable building which replaces that scheme). The development shall not be first occupied until a final certificate has been issued certifying that this BREEAM rating has been achieved, and a copy of the certificate has been provided to the Local Planning Authority.

18. No development shall take place above foundation slab level until a statement setting out how the approved works will comply with the requirement for zero carbon development has been submitted and approved in writing under a formal discharge of conditions application. Thereafter the development shall be carried out in accordance with the approved details.

**2. Carbon Neutral & BREEAM Excellent**

The principle of this design is that the building should attain BREEAM Excellent, and it should be Carbon neutral.

This will be monitored through the detailed design process and a balance between cost & outcome in striving for BREAM Excellent will be reported & managed.

To meet these requirements the Project Team have been using the SBEM BRE model at its calculator to achieve the necessary Carbon Credits for this project. The initial

calculations have now been provided which show that there is a need to follow the Passive House principle in design & build, see appendix 6.1

The modelling outcome suggests:

**To achieve Net Zero Carbon, thermal fabrics will need to improve as will the Building Service Provision.**

**Potentially with improved u-values, provision of renewable heating & HWS source, PV and high efficiency lighting large improvements will be made on predicted energy efficiency to enable the scheme to get near to Net Zero.**

**Please see Appendix 6.1 for current Carbon Zero thinking**

The Project Team has negotiated with a suitable design & manufacture Company who are able to provide for the build a frame which will meet these requirements for thermal insulation & airtightness. They have agreed to provide the necessary modelling and design information to allow this Carnin reduced thermal efficient frae to be designed.

The Team now has confirmation that all the components needed to meet the carbon Zero modelling are available and can be assembled to provide the desired design & configurations, this along with all the other Condition discharge criteria currently being completed, the application to WBC for discharge will shortly be made.

Application for Building Regulations has now also been made, approval is now awaited

### **3. Operating Partner**

Following a Public Procurement process, Members conducted a series of in depth scoring & interview session to Select an Operator partner to provide the commercial management element for this Community café.

The outcome for this process is that members who took part are recommending, subject to due diligence, that Newbury Town Council engage with Lucy & Liam Woodward (current Café Operators) to agree a formal Lease to manage the Community Café on commercial lines.

These discussions are subject to contract and commercially sensitive, no further details will be made available at this time.

### **4. CIL Liability**

The project being a Commercial approval will attract a CIL liability. Initially the Liability is suggested to be £12,479.70. The CSM has negotiated the final figure which has been agreed at £1,709.

### **5. Legals**

Gardner Leader, Solicitors, have been instructed by NTC to act in the matter of the Licence to Alter, Licence to sub-let (WBC) and the Lease Agreement for the Café with L & L Woodward. The Licence to make alterations to the Kiosk as per the approved Planning Application has now completed.

## **6. Planning Conditions & Building Regulation approval.**

Planning Condition discharge information / application has been submitted to WBC on Conditions below:

Condition 3- Materials- now agreed as per drawing

Condition 4 - Windows and Doors – as agreed

Condition 5 - Solar Panels – as discussed poss. Battery storage

Condition 8 – Spoil - no spoil other than topsoil as agreed

Condition 13 - Sustainable Drainage – this may require some more work from SMA, should get condition started.

Condition 14 – Lighting – submitting the initial layout.

Condition 16 - Archaeological -WSI updated as per Sarah Orr

bar those which need a 3<sup>rd</sup> party input:

6. Cooking equipment details – Liam input - can be submitted during the build.

18. Zero carbon statement – will be required asap – Mary working on final docs.

19. Site access plan will need to be submitted later – John English - once contractor selected.

Building Regulation approval has been slower than anticipated with additional data called for around Lighting & Fire protection matters. This has resulted in a BAFE Fire Evaluation specialist being appointed, adding a 2-week period to the programme.

Both approvals are still awaited. This is holding up issue of final Tender documents to prospective Contractors. Appendix 6.2 & 6.3 show current details

## **7. Project Timetable (provisional)**

Based on current conditions, the Project Team are suggesting an updated timetable with the following milestones based on current information on design, discharge, factory & material availability:

Discharge Planning Conditions.	January 2022
Building Regulations Approval	February 2022
Send out Tenders	March /April 2022
Tender return & Analysis	May 2022
Special Meeting Full Council	June 2022
Let Contract	July 2022
Mobilisation & Condition Discharge 2	August 2022
Prestart meeting	August 2022
Site start	September 2022 (subject to Timber frame delivery)
Completion	March 2023
Grand Opening by Operator	April/May 2023

## **8. Costs**

The assumption is that the project will still be let on a Joint Contracts Tribunal Contractors Design & Build package subject to the Client (NTC) obtaining Planning with all the necessary sub-Consultant information to allow a detailed Tender package to be issued.

To date for this Carbon Neutral Build project costs have been:

Fees & Cost Committed to date:

Project Fee Costs to 1/3/22 - £ 66,650

Fire Safety Consultant £3,550

Legal Costs £ 9,520

CIL demand £12,480

**Total commitment £92,050**

Fees spend to date **£49,006**

## **9. Loan Consultation**

The Consultation on the Public Works Loan has been completed, the outcome was 78% in favour of the Loan application which has now been submitted & is with the Department for Levelling Up, Housing & Communities.

## **10. Project Plan.**

The Project has now been Notified under the Government Procurement Regulations and appears in the Crown Commercial Services web site as a live project going to Tender.

The project Team is currently preparing final Tender documents, and a PQQ for Contracts interested in submitting Tender Package.

These are to be issued shortly and interested parties will be send the documentation will be gauged.

The Tender returns are scheduled for late May 2022, later than it was hoped, the selection process will follow as soon as possible thereafter. Full Council will be convened at the point the Project Team / Victoria Park Sub Committee are able to make a positive recommendation for approval.

## **11. Recommendation**

**To note** the current Committee & subcommittee approvals & directions for the proposed community café

**Signed:** David W Ingram, Community Services Manager

Date: 7<sup>th</sup> March 2022



# Net Zero Operational Carbon

APPENDIX 6.1

## Ten key requirements for new buildings

By 2030 all new buildings must operate at net zero to meet our climate change targets. This means that by 2025 all new buildings will need to be designed to meet these targets. This page sets out the approach to operational carbon that will be necessary to deliver zero carbon buildings.

### Low energy use

- 1 Total Energy Use Intensity (EUI) - Energy use measured at the meter should be equal to or less than:
  - **35 kWh/m<sup>2</sup>/yr** (GIA) for residential<sup>1</sup>

For non-domestic buildings a minimum DEC B (40) rating should be achieved and/or an EUI equal or less than:

  - **65 kWh/m<sup>2</sup>/yr** (GIA) for schools<sup>1</sup>
  - **70 kWh/m<sup>2</sup>/yr** (NLA) or **55 kWh/m<sup>2</sup>/yr** (GIA) for commercial offices<sup>1,2</sup>
- 2 Building fabric is very important therefore space heating demand should be less than **15 kWh/m<sup>2</sup>/yr** for all building types.

### Measurement and verification

- 3 Annual energy use and renewable energy generation on-site must be reported and independently verified in-use each year for the first 5 years. This can be done on an aggregated and anonymised basis for residential buildings.

### Reducing construction impacts

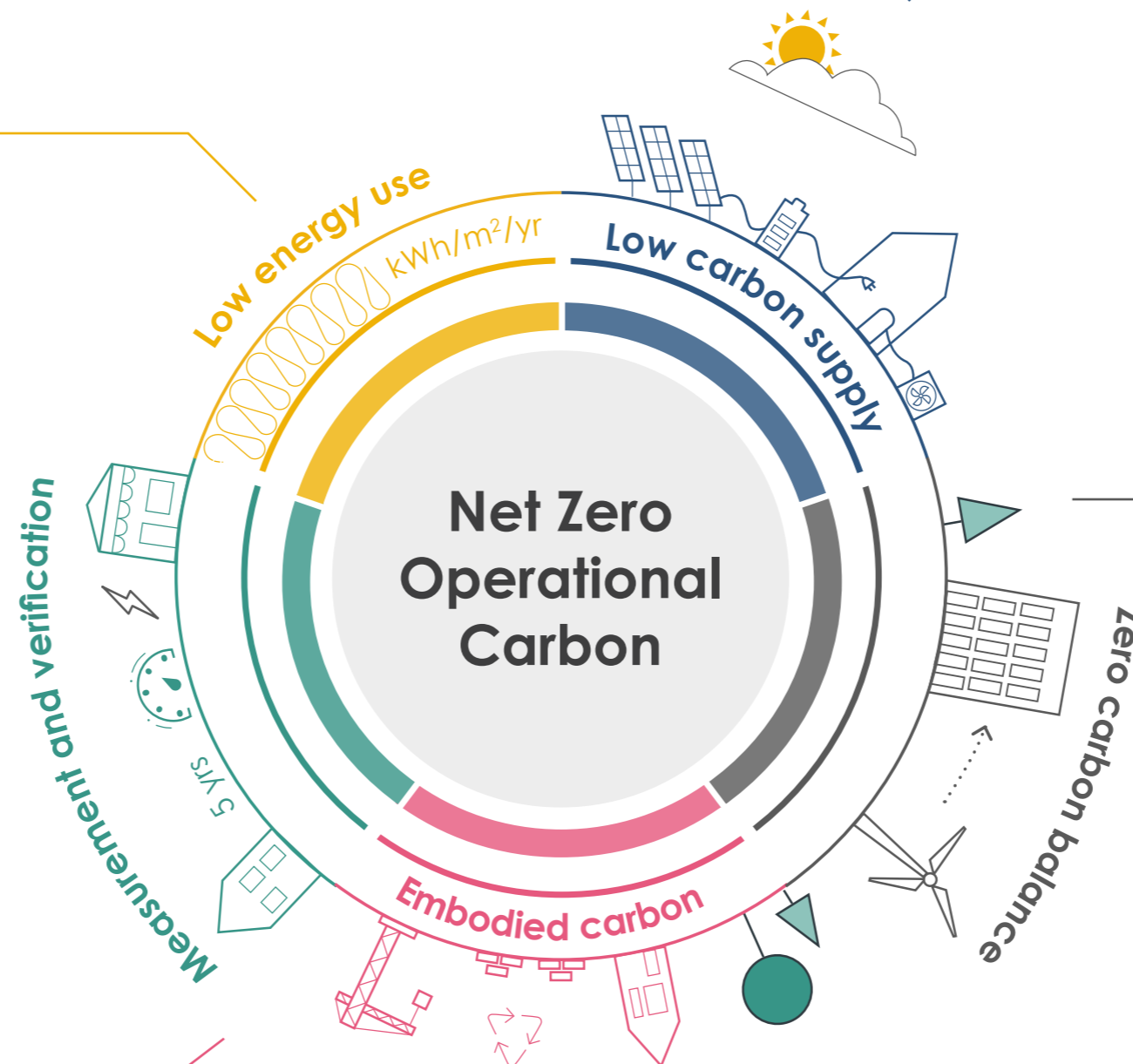
- 4 Embodied carbon should be assessed, reduced and verified post-construction.<sup>3</sup>

### Low carbon energy supply

- 5 Heating and hot water should not be generated using fossil fuels.
- 6 The average annual carbon content of the heat supplied (gCO<sub>2</sub>/kWh) should be reported.
- 7 On-site renewable electricity should be maximised.
- 8 Energy demand response and storage measures should be incorporated and the building annual peak energy demand should be reported.

### Zero carbon balance

- 9 A carbon balance calculation (on an annual basis) should be undertaken and it should be demonstrated that the building achieves a net zero carbon balance.
- 10 Any energy use not met by on-site renewables should be met by an investment into additional renewable energy capacity off-site OR a minimum 15 year renewable energy power purchase agreement (PPA). A green tariff is not robust enough and does not provide 'additional' renewables.



Notes for Approval under Building Control:

- 1 All dimensions in millimetres.  
2 Do not scale from this drawing.  
3 If in doubt - Ask.

APPROVED DOCUMENT A1/A2

**Sections 1B - Size of Timbers** - All structural timbers are to be Grade C16/C24 unless noted otherwise by structural engineer. The sizes of structural timbers have been taken from the deemed to satisfy tables of the Building Regulations or are as detailed by specialist timber frame manufacture:

Ground Floor - Timber cassette by specialist timber frame manufacturer. Specification to be submitted.

Roof - pitched - Vertical standing seam zinc roof by specialist to be built to a pitch of 25° with 18mm OSB decking on 50 x 30mm treated battens to form ventilation layer. Specialist timber framed roof cassette and horizontal treated timber battens service void with internal plasterboard lining.  
•Solar Panels - TBC Solar PV panels set on GSE Integration panel system set into roof on timber cassette as detailed to allow the PV panels to be flush with the standing seam zinc roof and zinc roof taken over ridge and form back gutter to the top section of the PV array.

Section 1C - Wall Thickness

•Timber Frame Walls -  
Ground Floor external walls to be 335mm overall, outer leaf to be 21mm vertical timber boarding, inside this is a layer of 25x44mm horizontal treated timber battens, followed by a layer of 25x44mm vertical treated timber counter battens at 400mm centres. These will be fixed to a specialist timber wall cassette of 195mm with an internal vapour control layer. Inside this is a horizontal treated timber battens service void with internal plasterboard lining. Lintels above openings through external walls to be accounted for by timber frame supplier.

•Internal Walls: Timber - to be (check)

Section 1C - Lateral Restraint Straps - 30 x 5mm galvanised steel straps to be provided to all roof and wall junctions, and set at no more than 2,000mm centres, as per diagrams 18/19 of the Approved Document. Solid noggins to be provided between all joists when straps run across three or more joists. Solid noggins provided between the last joist and face of wall. Noggins to be a minimum of half the depth of the joist and 50mm thick. To be confirmed by Timber Frame Supplier.

Section 1E - Foundations - To be screw pile foundations, at a depth in accordance with engineer details, with steel frame above. All to Structural Engineers detailing and agreed by the Local Authority Building Control Inspector

APPROVED DOCUMENT B - Means of Escape

The building is to have the appropriate Fire detection and alarm system as defined in table A1 of B.S.5839-1. This should be category L the defined type of which L system is to be discussed following the Fire specialist report.

Provide emergency lighting to communal areas to BS 5266-1:2005. (B1)

Provide emergency signage to BS5499-1:2002. (B1)

APPROVED DOCUMENT C - Preparation of Site

Section C1 - Proposed site to be cleared of existing buildings together with their footings/foundations and of surrounding turf, vegetation and underlying vegetable matter with the area treated with a suitable growth inhibitor.

Section C4 - See specialist timber framed details for location of DPC above the timber cassette floor at the wall junction.

APPROVED DOCUMENT E - Transmission of Sound

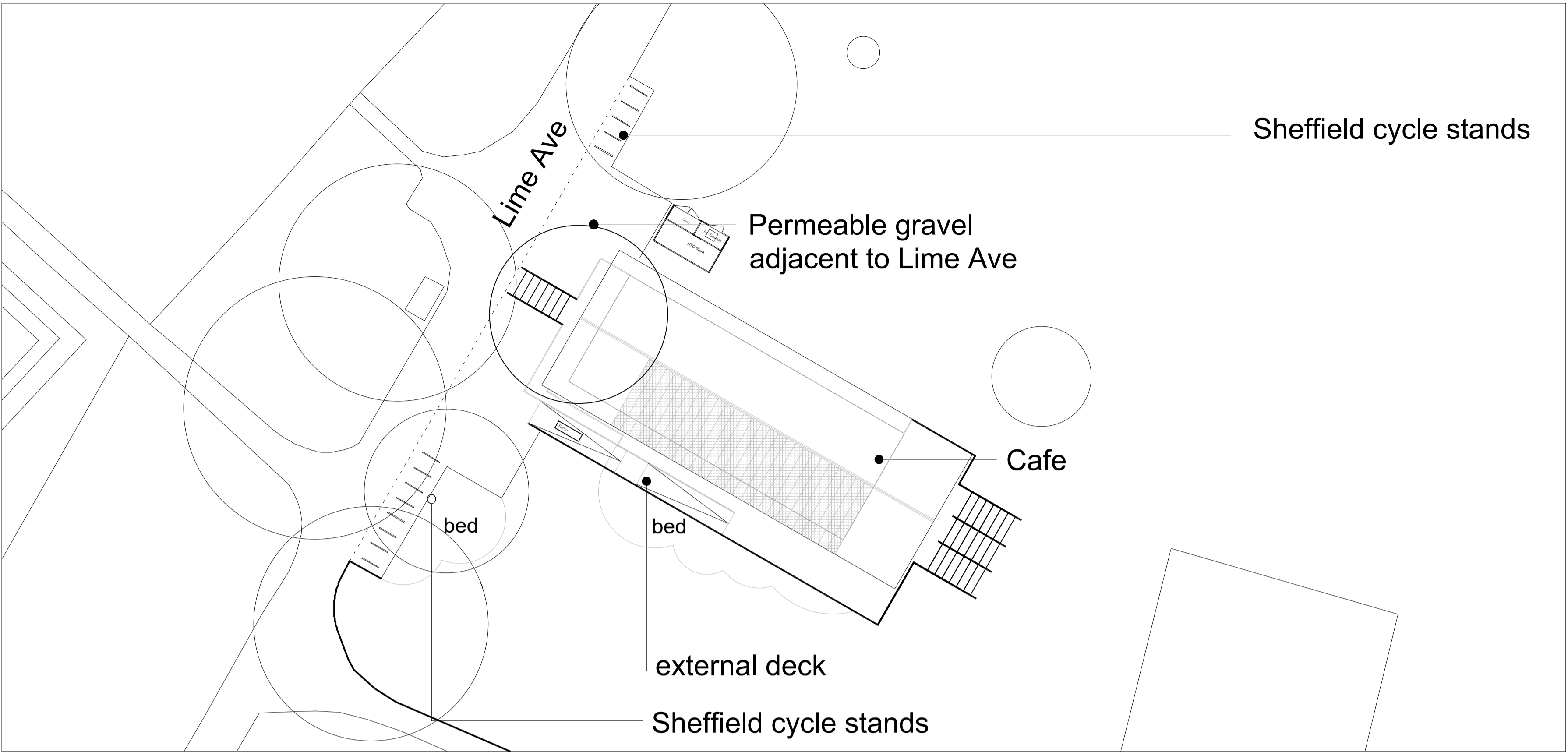
Not applicable

APPROVED DOCUMENT F - Ventilation

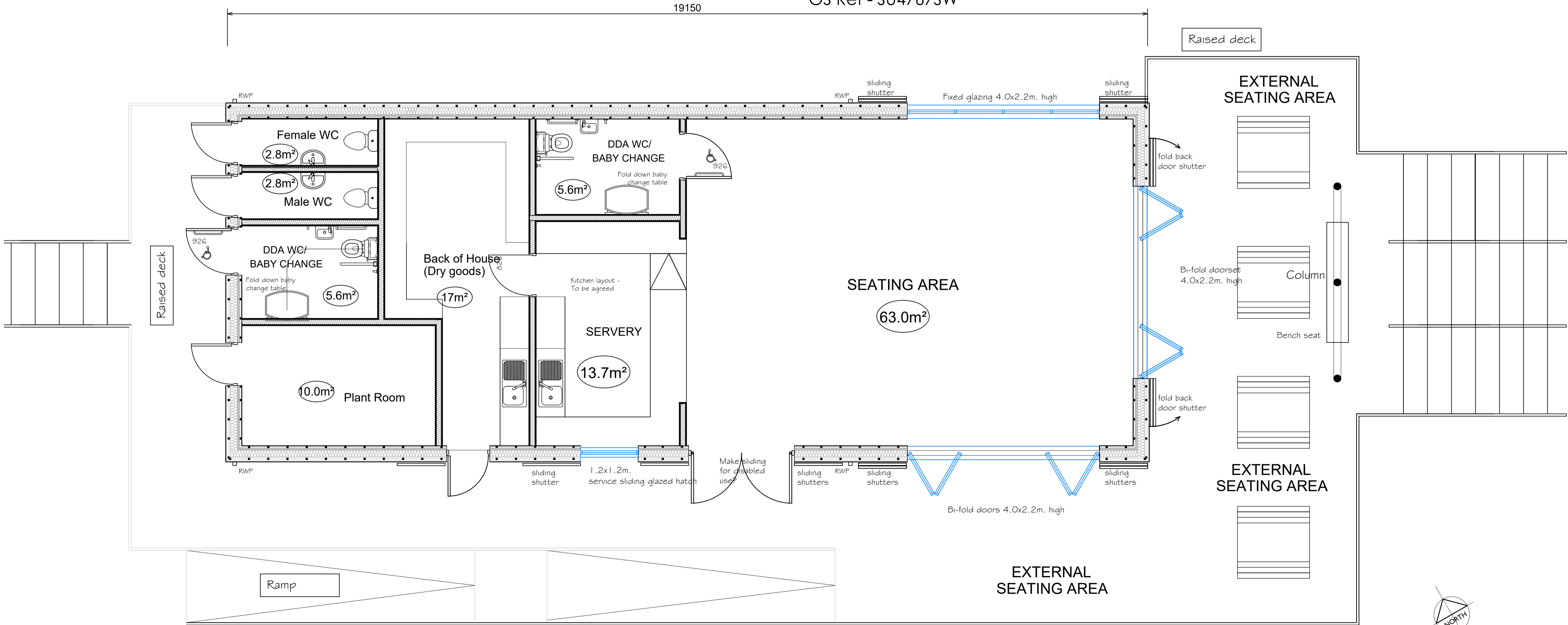
Section F1 - Section 6 New buildings other than dwellings.

Ventilation in accordance with M & E Consultant specification.

Section F2 - Roof Ventilation - The roof is insulated at ceiling level and rafter level as specified. Ventilation to the eaves, a proprietary eaves vent will be used to be fitted on top of fascia boards. With Glidvale fly screen to ventilated space below zinc roof.

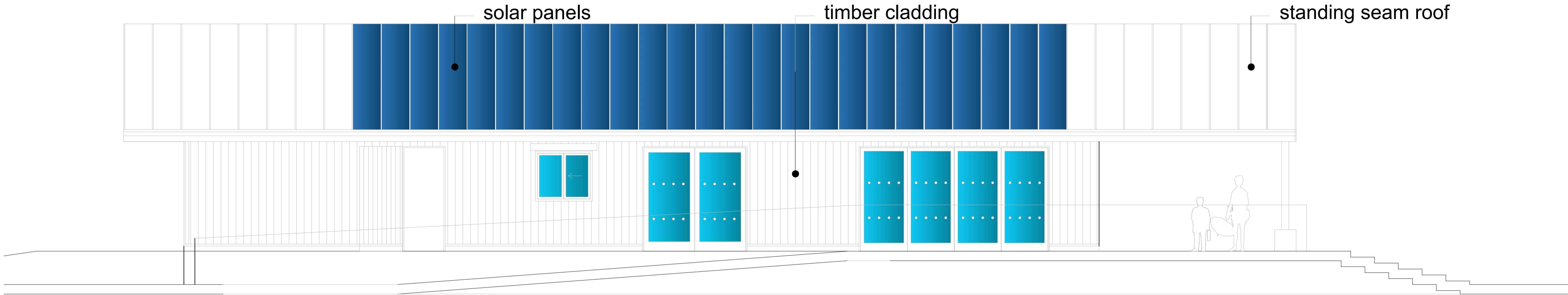


Roof Plan  
Scale 1:200  
Title No. BK453170  
OS Ref - SU4767SW



Layout Plan  
Scale 1:50

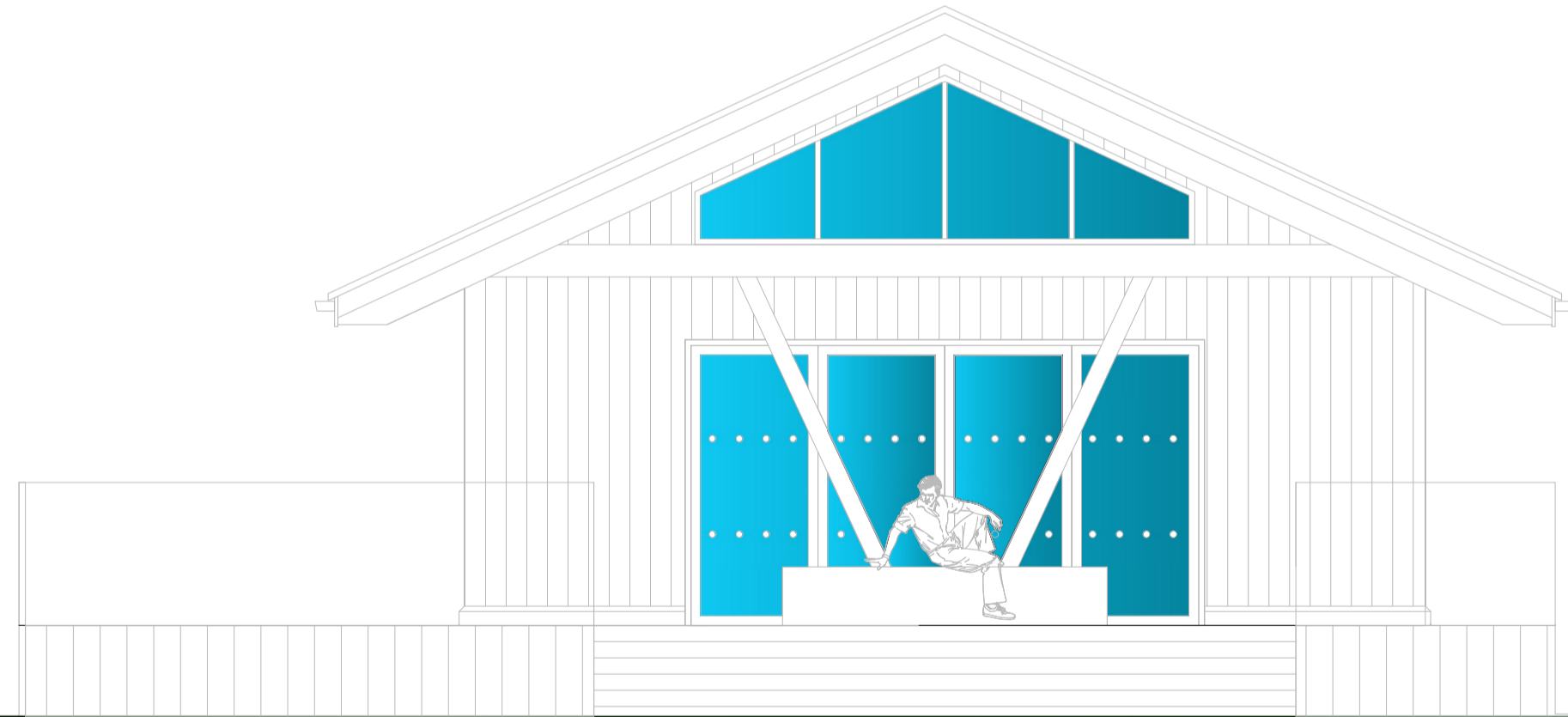
Rev:	Date:	Description:	Drawn:
Copyright © <b>Michael Pagliaroli Architects Ltd</b> Chartered Architect: Residential Development: Listed Building Consultants Bartholomew House, 38 London Road Newbury, Berkshire, RG14 1JX Telephone: 01635 246177			
Project: Proposed Works for: Victoria Park Cafe Newbury, Berkshire For: Newbury Town Council			
Drawing Title: Proposed Block plan and Floor Plan			
Scale: 1:50, 1:500	Date: August 2020	Drawn: ICN	
Drawing No: 1284 - BR02		Revision:	



South Elevation  
Scale 1:50



East Elevation  
Scale 1:50

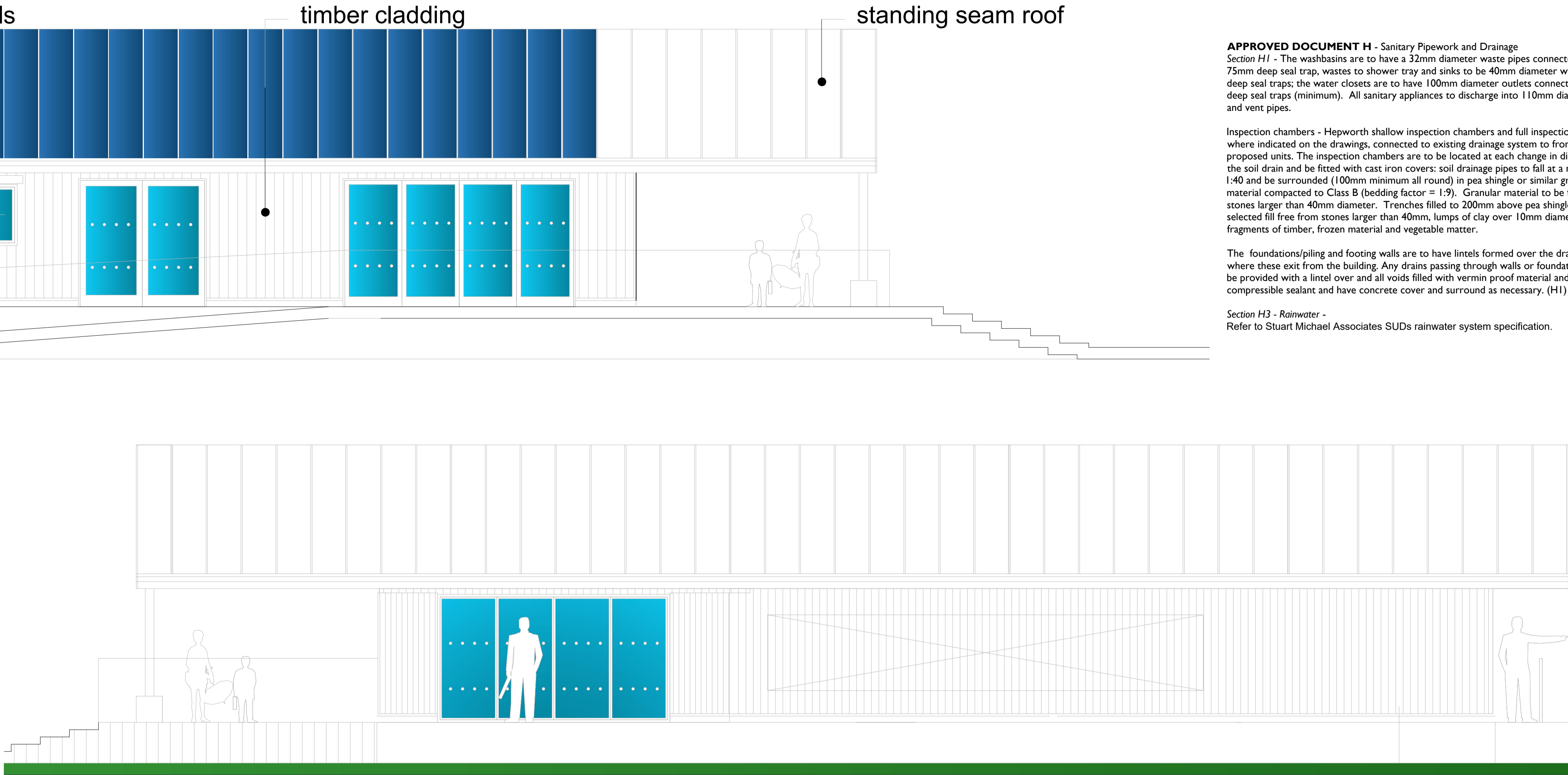


West Elevation  
Scale 1:50

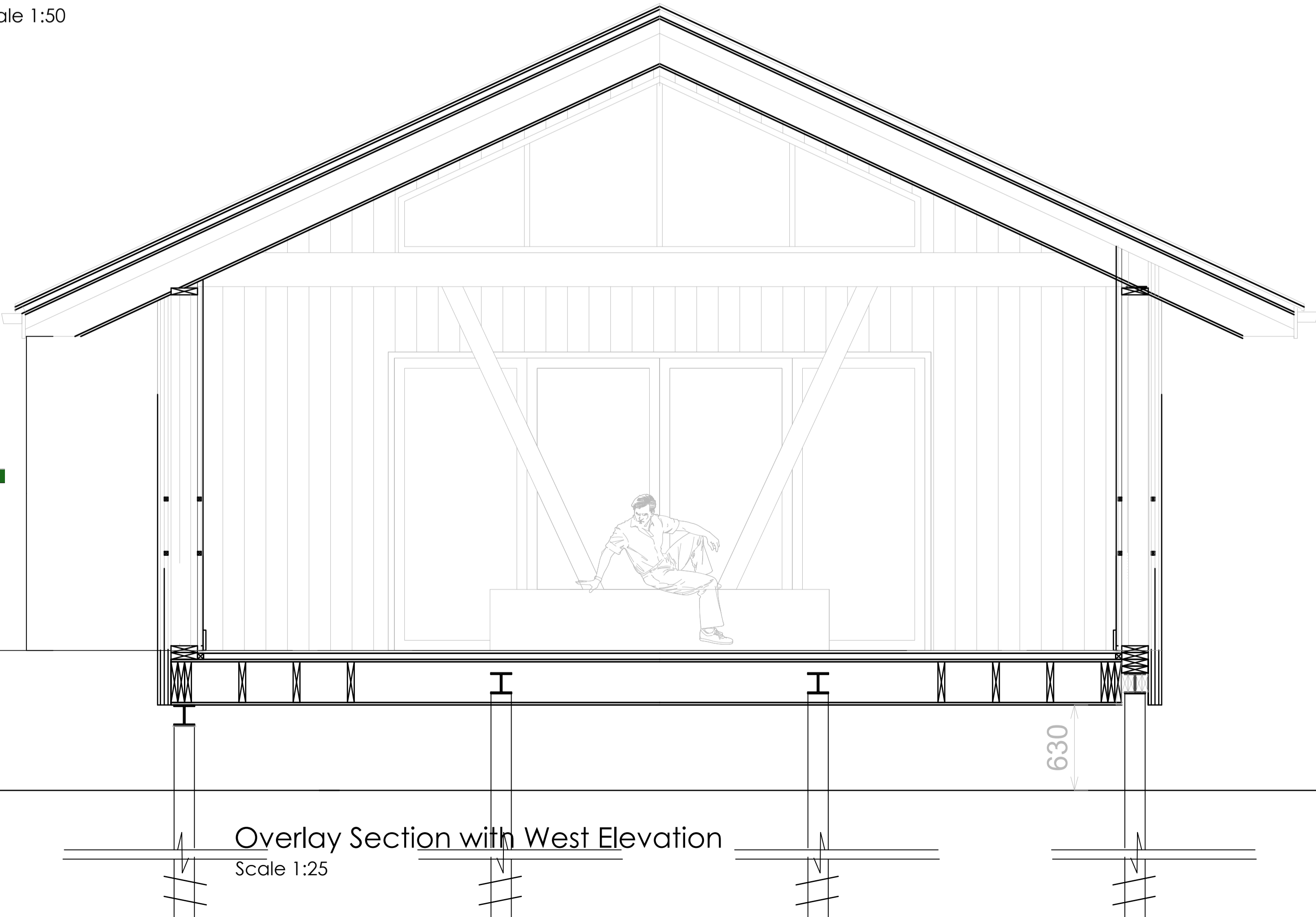
**APPROVED DOCUMENT G (2010)** - Sanitary Conveniences and Washing Facilities  
*Section G1/G6* -  
All sanitary appliances to have cold supply from cold water storage tank. Kitchen sinks which are to be supplied direct from the a rising main. Washbasins to have hot water supply from TBC by M & E consultant.  
Such sanitary appliances are also to comply with Part M requirements.

Scale of provision  
*Part 6.4*  
**6.4** In *buildings* where the Food Hygiene (England) Regulations 2006 (SI 2006/14) and the Food Hygiene (Wales) Regulations 2006 (SI 2006/31 W5) apply, separate hand washing facilities may be needed. This is in addition to any hand washing facilities associated with WCs in accordance with Requirement G4.

Water efficiency: To be confirmed by M & E Consultant  
Water consumption will be limited to a max of 125ltrs per person per day, in accordance with, the water efficiency calculator for new dwellings. This could be achieved by mean of water efficient sanitary ware being installed.  
The installer will give notice of the potential consumption of wholesome water per person per day calculated in accordance with the methodology referred to in the Regulations.  
The hot water supply to all baths will be limited to max 48°C.



North Elevation  
Scale 1:50



Overlay Section with West Elevation  
Scale 1:25

**APPROVED DOCUMENT H** - Sanitary Pipework and Drainage  
*Section H1* - The washbasins are to have a 32mm diameter waste pipes connected to a 75mm deep seal trap, wastes to shower tray and sinks to be 40mm diameter with 75mm deep seal traps; the water closets are to have 100mm diameter outlets connected to 50mm deep seal traps (minimum). All sanitary appliances to discharge into 110mm diameter soil and vent pipes.

Inspection chambers - Hepworth shallow inspection chambers and full inspection chambers where indicated on the drawings, connected to existing drainage system to front of proposed units. The inspection chambers are to be located at each change in direction of the soil drain and be fitted with cast iron covers: soil drainage pipes to fall at a minimum of 1:40 and be surrounded (100mm minimum all round) in pea shingle or similar granular material compacted to Class B (bedding factor = 1:9). Granular material to be free from stones larger than 40mm diameter. Trenches filled to 200mm above pea shingle in a selected fill free from stones larger than 40mm, lumps of clay over 10mm diameter and fragments of timber, frozen material and vegetable matter.

The foundations/piling and footing walls are to have lintels formed over the drain runs where these exit from the building. Any drains passing through walls or foundations, must be provided with a lintel over and all voids filled with vermin proof material and compressible sealant and have concrete cover and surround as necessary. (H1)

*Section H3 - Rainwater* -  
Refer to Stuart Michael Associates SUDs rainwater system specification.

**APPROVED DOCUMENT J** - Heat Producing Appliances

J1 Air Supply -

To be confirmed by M & E Consultant

J2 Discharge of Products of combustion -

Not applicable.

J3 Protection of Building -

Not applicable.

J4 Provision of information -

Main Heating System:

TBC

Section J5 - Provision for liquid fuel storage

Not applicable.

**APPROVED DOCUMENT K** - Glazing Materials and Protection

Section N1 - All glass in windows within 800mm of the finished floor level is to be 6mm thick toughened glass, in accordance with paragraph 1.3 of the approved document and BS 6206:1981.

Section N1 - All glass in doors within 1500mm of the finished floor level and 300mm of a door opening, is to be 6mm thick toughened glass, in accordance with paragraph 1.3 of the approved document N and BS 6206:1981.

Rev:	Date:	Description:	Drawn:
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Project: Proposed Works at: Victoria Park Newbury, Berkshire For: Newbury Town Council			
Drawing Title: Proposed Elevations			
Scale: 1:25, 1:50	Date: March 2020	Drawn: ICN	
Drawing No: 1284 - BR03		Revision:	