



**WENDOVER PARISH COUNCIL**

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**PARISH COUNCIL MEETING AGENDA**  
**Tuesday 2<sup>nd</sup> April 2024 at 7:30pm**  
**St Anne's Hall, Aylesbury Road, Wendover HP22 6JG**

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**Committee Membership:** Councillors Ballantine, Gallagher, Goodall, Lloyd-Evans, O'Donnell, Porter, Standen, Thornton, Wales, Walker, Washington, Williams and Worth

**To all Committee Members:**

YOU ARE HEREBY SUMMONED TO ATTEND THE ABOVE-MENTIONED MEETING, WHEN IT IS PROPOSED THAT THE BUSINESS TO BE TRANSACTED SHALL BE AS SET OUT BELOW.

**MEMBERS OF THE PUBLIC AND PRESS ARE INVITED TO ATTEND.**

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**AGENDA**

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- 1) **APOLOGIES FOR ABSENCE**  
To consider any apologies for absence received:
- 2) **DECLARATIONS OF INTEREST**  
In accordance with Sections 30(3) and 235(2) of the Localism Act 2011 and the Wendover Parish Council Code of Conduct Councillors with declare their interest in relation to this meeting.
- 3) **MINUTES – page 4**  
Consideration of approval of minutes of the meeting on 6<sup>th</sup> February 2024.
- 4) **CHAIR'S ANNOUNCEMENTS**
- 5) **PUBLIC PARTICIPATION - A maximum of 3 minutes per speaker will be allowed.**  
The Council is committed to community engagement and warmly invites members of the public to contribute. Members of the public should note that the Council is only allowed to take decisions on topics that are publicised on the agenda; items not on the agenda can be carried forward for a response later. Members of the public are asked to respect the fact that this is a meeting to conduct Council business and interruptions during the remainder of the meeting are not permitted.
- 6) **REPORTS FROM BUCKINGHAMSHIRE COUNCIL COUNCILLORS**
- 7) **CLERKS REPORT & CORRESPONDENCE – page 10**
- 8) **FINANCE AND PAYMENTS – page 11**
  - a) To consider the list of payments and sign cheques (these will be sent on the day of the meeting to cover as many payments as possible)
  - b) To receive the latest [I&E reports](#), [Balance Sheet](#) and [EMR reports](#) - **pages 12, 17 and 18**

9) **REPORTS FROM MEETINGS WITH OUTSIDE BODIES**

- a) [HS2 Mitigation Action Group](#) – *page 19*
- b) Wendover Business Group
- c) Parish Council Surgeries
- d) St Mary's Church
- e) Other groups

10) **REPORTS FROM COMMITTEES**

- a) **PLANNING**
  - i) To note the draft [minutes](#) of the meeting on 19<sup>th</sup> March – *page 20*
- b) **AMENITIES**
  - i) To note the draft [minutes](#) of the meeting on 19<sup>th</sup> March – *page 22*

11) **REPORTS FROM WORKING GROUPS**

- a) **Transport Working Group**  
To receive an update from the Transport working group.
- b) **Open Spaces Working Group**  
To receive an update from the working group.
- c) **Sustainability and Biodiversity Group**  
To receive an update from the working group.
- d) **Strategic Planning Steering Group**  
To receive an update from the working group.

12) **OTHER ITEMS**

- a) [Standing Grants referred from Finance Committee](#) – *page 25*  
To note the additional information provided by the groups requesting grants and consider approving the requests
  - i) St Mary's Churchyard - £7500 for maintenance and upkeep – *page 22*
  - ii) Wendover Youth Centre - £7500 for youth activities
- b) [Updates to policies](#) – *page 28*  
To consider the renewal of the following policies
  - i) [Freedom of Information Policy](#)
  - ii) [Protocol for site visits](#)
  - iii) [Non Councillor attendance at Council](#)
  - iv) [Council representatives to external bodies](#)
  - v) [Environmental Policy](#)
  - vi) [Scheme of Delegation](#)
- c) [Plans for Wendover Canal](#)– *page 41*  
To note that plans for the future of the Wendover Canal could include significant impact on local residents and agree to communicate our concerns to the Canal Trust.
- d) [Devolved Services](#)– *page 2*  
To consider the renegotiated devolved services agreement and authorise the office to sign the agreement for the next 12 months.

**13) NEXT MEETING AND AGENDA ITEMS FOR FUTURE MEETINGS**

The next Parish Council meeting 7.30pm on Tuesday 7<sup>th</sup> May 2024 at St Annes Hall. This is the annual meeting of Council where all allocations to standing committees and representatives to external bodies are made

**14) CLOSURE OF MEETING**

Signed by *Andy Smith*

Clerk and Responsible Finance Officer

Date: 26<sup>th</sup> March 2024

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# WENDOVER PARISH COUNCIL

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## Minutes of the Parish Council Meeting 5<sup>th</sup> March 2024 at 7:45pm St Anne's Hall, Aylesbury Road, Wendover HP22 6JG

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**Present:** Councillors Ballantine, Goodall, Lloyd-Evans, O'Donnell, Porter, Thornton, Wales, Walker, Williams (Chair) and Worth.

**In attendance:** Buckinghamshire Councillors Bowles, Newcombe

**Clerk:** Andy Smith

**Members of Public:** 2

### APOLOGIES FOR ABSENCE

**PC23/276** Apologies were noted from Buckinghamshire Councillor Strachan

### DECLARATIONS OF INTEREST

**PC23/277** None

### MINUTES

**PC23/278** The minutes of the Parish Council of 6<sup>th</sup> February 2024. were **RESOLVED** as a true record to be signed by the Chair.

### CHAIRS ANNOUNCEMENTS

**PC23/279** Due to significant cost increases for the Library since the last meeting we need to cancel the public meeting and the Extraordinary Parish Council because we are still working on the options. At the moment it looks like we cannot afford the full Library refurbishment costs The next Councillor surgery is on the 21<sup>st</sup> March at the Library, Cllrs Worth and Williams volunteered for the next surgery

### PUBLIC PARTICIPATION

**PC23/280** A member of the public brought up about the decision about the Library meeting and asked where the decision had been made. It was noted that no decision had been made on the Library itself but the consultation had to be changed. Recent changes to the project meant that the Parish Council currently had no update or options to present and that there will be a public forum for discussion on this issue, potentially the Parish Council meeting on the 2<sup>nd</sup> April.

**PC23/281** A member of the public highlighted that they had requested details about who is paying for the works for the parking review as there is a lot of refreshment works going on at the same time. It was noted that this will be covered in the reports from Buckinghamshire Councillors.

**PC23/282** A member of the public highlighted issues with the Hampden park path, this was refurbished a few years ago, but there is about 40m of the path that is starting to crumble.

**PC23/283** A member of the public asked if the Parish Council is happy with the state of the high street. The road is in an appalling state and action needs to be taken to improve the surface.

**PC23/284** A member of the public voiced concern about the EV project parking spaces, in particular they were concerned how Buckinghamshire Council are going to monitor whether EV cars are charging whilst parked there.

**PC23/285** A member of the public thanked the Council for listening to his views and the surgeries at the Library are particularly welcome. The member of the public thanked the Buckinghamshire Councillors because the recent work in Vinetrees is much appreciated. There was also thanks Clerk for listening to the comments on the Library and the Halton SPD Consultation. The member of public had concern about Wendover being involved in the SPD process and the library redevelopment as the information was not forthcoming. The change in the meeting date for the Parish Council library consultation is frustrating for the community.

#### REPORTS FROM BUCKINGHAMSHIRE COUNCILLORS

**PC23/286** Councillor Bowles highlighted that the high street is the top of their list to make effective repairs to that road. The flooding in the dip on the Ellesborough Road is an issue, there is going to be monthly storm water clearance in the area which should help. The footpath and kerbs will be cleared and sorted. It was confirmed that the money to pay for the lining works is coming from separate budgets. The new lines are being paid for out of the community fund and the refresh works on the existing lines is being funded separately.

#### CLERKS REPORT AND CORRESPONDANCE

**PC23/287** The report was noted. The vandalism issues are significant. The latest vandalism around the war memorial was noted. It was noted that the vandalism issues in the parks has been concentrated on the wooden furniture and that the recycled plastic may help to resolve some of those issues

#### FINANCE AND PAYMENTS

**a) Payments to consider.**

**PC23/288** The payments to consider, totalling £23,540.78, were **RESOLVED** and signed.

**b) Latest financial reports**

**PC23/289** The financial reports were noted and Councillors were happy with the financial position.

#### REPORTS FROM MEETINGS WITH OUTSIDE BODIES

**a) HS2 Mitigation Action Group**

**PC23/290** The report was noted. It was further noted that the request to HS2 to use some of the newly developed land for the Ellesborough road are being considered.

**b) Wendover Business Group**

**PC23/291** Shops are adopting the spend £5 campaign. We now need to look into if we can provide flyers to give out to customers to re-enforce the message. This will need to be costed and a proposal brought to Council.

**c) Parish Council Surgeries**

**PC23/292** There were many people coming and chatting with Councillors at the last surgery, the main issues were the Library, the car parking charges and Halton redevelopment– The next surgery is Thu 21<sup>st</sup> March and Councillors Worth and Williams volunteered for that role.

#### REPORTS FROM STANDING COMMITTEES

## a) PLANNING

**PC23/293** The draft minutes of the meeting on 20<sup>th</sup> February 2024 were noted

## b) FINANCE

**PC23/294** The draft minutes of the meeting on 20<sup>th</sup> February 2024 were noted. There was a question about the grants to the two large funding applications as to why they have been held back. It was noted that both looked on paper as if we were funding an operational cost and or deficits and we are asking for additional details.

## REPORTS FROM WORKING GROUPS

### a) Transport Working Group

**PC23/295** **Streetlight EV charging trial** – The paper outlining authority for the use of specified lampposts was noted. It was further noted that there will be an app which will handle all of the charging costs and we shall be sent the income to cover the cost of the electricity. The chargers are standard chargers for charging over a 4-6 hour period. If you are parked and not charging then enforcement officers will be able to ticket the car and this could cause contention with residents. It was noted that this was only a trial and it was designed to test some of these issues. We could then request changes to the scheme based on this experience. It was **RESOLVED** to approve the proposed locations for charging posts

**PC23/296** It was **RESOLVED** to approve the EV only charging bays based on this being a trial.

**PC23/297** **Traffic surveys** – this would be the first stage to undertake a full survey to collect the evidence, this will help understand who is currently driving there and why. The survey would include Icknield, Manor Crescent, St Annes Close and other local roads. It was **RESOLVED** to provide the matched funding of up to £2000 for this survey - to be taken out of 9123/359 Transport Working Group EMR.

### b) Open Spaces Working Group

**PC23/298** The planning application for the skatepark has progressed with the required noise and biodiversity net gain surveys being sent to the planning officer. There are no noise mitigation measures required and it was noted that this was a different construction of skate park to the one previously in Ashbrook made of metal and wood. We now await the planning determination. It was further noted to liaise with CLAW around the additional planting required by planning.

**PC23/299** It was noted that the community board withdrew their funding of £25k because it had not been called upon in time. We can reapply for a maximum £15k grant after we have received planning permission. It was considered that there may be project cost increases and we should be prepared for that. It was also noted that at the end of financial year there may be surpluses that could be moved to the skatepark EMR to support the project.

### c) Sustainability and Biodiversity Group

**PC23/300** A recent meeting went through the Eco Audit and is looking at progressing that. The group will undertake a lot of research behind some of those issues to support the Council in its ambitions.

#### d) Strategic Planning Steering Group

Has not met since the last meeting due to the volume of current work.

#### OTHER ITEMS

##### a) Buckinghamshire Council Parking Charges Review

**PC23/257** It was noted that there is a review of the parking charges, and the consultation was over a relatively short period of time. It was further noted that the parking strategy was distributed just 5 days after the close of the consultation. It was agreed that this should be a bigger and longer consultation. Therefore, we need to get clarifications to some of the issues. We need to work constructively with Bucks Council on the issue. The suggestion is to seek further clarification from Buckinghamshire Council and review the responses. It looks like some of the new parking charges have already been changed. It was noted the model of standardising charging across all car parks does not allow for specific local considerations.

**PC23/258** It was agreed that the Parish Council need to decide on impacts of the new strategy and present that to Buckinghamshire Council. It was **RESOLVED** to draft a letter and circulate for agreement by Parish Councillors before sending to Buckinghamshire Council.

##### b) Transfer from EMR for CLAW wildbelt gate

**PC23/259** It was **RESOLVED** to make the payment of the contributory funding to CLAW of £251.88 from the Climate Action EMR (9128/364)

##### c) Post Lockers at Budgens

**PC23/260** The issue of the lockers being in the conservation area was noted. The office had sought clarification on this issue already and it was noted that this company had worked in conservation areas before and understood the requirements. It was further noted that if the specific requirements of the Wendover Conservation Area were not met then they would remove the lockers and rethink the proposal.

**PC23/261** It was **RESOLVED** to accept the offer and that the Clerk would draft a lease for circulation based on the Rumseys Lease.

**PC23/262** It was **RESOLVED** to setup a minor grants EMR into which the income could be transferred and used for community projects.

##### d) Devolved Services

**PC23/263** A member of the grounds team updated the Council on the current situation and the additional work required to fulfil the new contract. It was noted that this should not be a take it or leave it situation and there needs to be consideration on both sides of the contract.

**PC23/264** It was further noted that the Buckinghamshire Councillors should be engaged to support us with the process. However a current complaint about the Devolved Services process sent via one of the ward Councillors is still outstanding.

**PC23/265** It was also noted that one potential option for the Council was to take on the Churchyard works and this may impact on the ability to deliver the Devolved services, but the money could go towards part time staff or contractors. It was felt by the meeting that we should enter into negotiations with Buckinghamshire Council about this situation,

It was **RESOLVED** to not accept the current agreement as presented but enter into negotiations with Bucks Council and that the office will set up a meeting with the devolved services team with Councillors Gallagher and Walker.

#### **DATES OF FUTURE MEETINGS**

**PC23/266** To note the next Parish Council meeting **Tuesday 2<sup>nd</sup> April 2024**. Agenda items must be with the Clerk strictly by 9am **Monday 25<sup>th</sup> March**.

#### **CLOSURE OF MEETING**

**PC23/267** As all business was transacted the meeting was closed at 9.22

Signed by  
Chair to the Parish Council

Date:



PAYMENTS TO CONSIDER		Mar	Parish Council 05/03/2024
<b>BACS</b>			
Date	To	Amount	Payment for
07/03/2024	PawPrint	£140.40	Printer/Copier Costs
07/03/2024	Val Mayland	£80.00	Cleaning
07/03/2024	Marley Design	£575.00	Web and communications
07/03/2024	Numbers	£72.00	Payroll Services
07/03/2024	St Annes Hall Hire	£60.00	Hire of hall for meetings
07/03/2024	Salaries	£9,156.27	Monthly Salaries Bill
07/03/2024	LGPS	£880.29	LGPS Pension Costs
07/03/2024	HMRC	£3,486.60	Payroll Tax and NI
08/02/2024	Wendover News	£5,000.00	Support Grant for new business entity
26/02/2024	Crowdfunder.co.uk	£37.83	Collection and transaction fees for crowdfunding campaign
07/03/2024	R Wright & Son Waste Services	£198.00	Emptying of septic tank
07/03/2024	Wendover Shed	£120.00	Share of skip for clearance at Hogtrough
07/03/2024	Caloo	£718.66	Repairs to swings at Ashbrook
07/03/2024	Climate Action Wendover	£251.88	Contributory amount for Water Sheds (discussed at tonight)
<b>TOTAL BACS AMOUNT</b>		<b>£20,776.93</b>	
<b>CARD</b>			
Date	To	Amount	Payment for
26/03/2024	Adobe	£19.97	Acrobat Pro plan
13/03/2024	Lebara Mobile	£5.00	Office mobile phone
26/02/2024	Amazon Marketplace	£5.49	Small envelopes for sunflower seeds
26/02/2024	Amazon Business EU	£39.39	Danger signs for Hampden Pond
23/02/2024	Amazon Marketplace	£15.39	Outdoor snap frames for notices
29/02/2024	Lock and Key Centre	£110.04	replacement padlock for hogtrough allotments
09/02/2024	Land Registry	£6.00	Land search - hedge enforcements
23/02/2024	Land Registry	£6.00	Land search - path clearance - identify land owner
<b>TOTAL Debit Card AMOUNT</b>		<b>£207.28</b>	
<b>DD/SO</b>			
Date	To	Amount	Payment for
3 Mar 2023	SIDLEYS CLIENT THE	£135.00	Sidleys garage rent
3 Mar 2023	LEX AUTOLEASE	£444.29	Hilux lease agreement
6 Mar 2023	BE FUELCARDS LTD	£304.38	BP Fuel Card
7 Mar 2023	SMART PENSION LTD	£26.40	SMART pension admin fee
28 Mar 2023	SMART PENSION LTD	£835.64	SMART pension contributions
15 Mar 2023	BG LITE	£45.97	Manor Waste Electricity
15 Mar 2023	BG LITE	£413.75	Clock Tower Electricity
15 Mar 2023	BG LITE	£43.50	Site Safe Electricity
02/04/2024	BUCKS COUNCIL RECE	£96.85	Waste Container emptying
20/02/2024	MICROSOFT	£82.32	Microsoft 365 Licenses
17 Mar 2023	BT GROUP PLC	£128.47	Clock tower phone/broadband
<b>TOTAL DD &amp; SO</b>		<b>£2,556.57</b>	
<b>TOTAL PAYMENTS</b>		<b>£23,540.78</b>	SIGNED BY COUNCILLORS:
<b>COUNCIL MINUTE NUMBER</b>			



## **ITEM 7 – CLERKS REPORT AND CORRESPONDENCE**

**Due to staff shortages it is not possible to produce a detailed Clerks report for this meeting. It is fair to say that most of my work has been covered by items on this agenda and the extraordinary Parish Council. I will update councillors with any relevant correspondence via email.**



## ITEM 8b – FINANCE REPORTS

The finance reports show the situation as at 25/3/2024. It does not include the current payments to consider. However, it does include the Mar Salaries and salary costs, which are scheduled through the bank for a set date and entered onto the finance system in advance for the date they are due to come out (last day of the month).

This is close to the year end state of the accounts, although there will always be adjustments. At the moment I do not feel there will be significant change from the story told by the accounts presented here. You will note that the balance sheet and I&E shows a deficit in the current year fund. This is a figure before money from the EMRs is transferred to cover EMR spends. It looks on the basis of these accounts that we may be transferring about £20k into the general reserve after we have made transfers into the EMRs for next year. This should mean that our general reserve will be pretty much exactly the 3 month figure required by internal audit.



25/03/2024

Wendover Parish Council Current Year

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Detailed Income & Expenditure by Budget Heading 22/03/2024

Month No: 12

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b>100 Amenities Income</b>								
1000 Allotment Rent	0	1,743	1,630	(113)			106.9%	
1005 Charter Fair	0	220	220	0			100.0%	
1010 Cricket Club Lease	0	225	300	75			75.0%	
1021 Markets - Local Produce	0	718	2,000	1,283			35.9%	
1022 Markets - Weekly Market	0	10,660	10,660	0			100.0%	
1030 Other Rental (Ashbrook)	0	1,198	2,045	848			58.6%	
1035 BCC Devolved Footpaths Income	0	19,198	18,142	(1,056)			105.8%	
1214 Christmas Trees	0	1,601	2,000	399			80.0%	
1260 Xmas event income	0	1,446	500	(946)			289.1%	
1261 Rifle Club Lease	0	100	100	0			100.0%	
1262 Fundraising income	0	3,509	0	(3,509)			0.0%	
<b>Amenities Income :- Income</b>	<b>0</b>	<b>40,617</b>	<b>37,597</b>	<b>(3,020)</b>			<b>108.0%</b>	<b>0</b>
<b>Net Income</b>	<b>0</b>	<b>40,617</b>	<b>37,597</b>	<b>(3,020)</b>				
<b>125 Events Expenditure</b>								
4100 AnnualParishMeeting excl refs	0	512	500	(12)		(12)	102.5%	
4105 Christmas Decorations	0	5,078	6,000	922		922	84.6%	
4109 Promo Materials	0	1,009	500	(509)		(509)	201.8%	
4110 Entertainment & Events	0	1,963	5,000	3,037		3,037	39.3%	
4111 RAF Freedom Parade	0	3,667	0	(3,667)		(3,667)	0.0%	3,667
4112 Floral Display	0	4,400	5,000	600		600	88.0%	
4113 HS2 Public Meeting	0	889	0	(889)		(889)	0.0%	
4122 Markets - Local Produce	0	425	500	75		75	85.0%	
4124 Markets - Business Rates	0	898	1,500	602		602	59.9%	
4125 Markets - Water	0	62	50	(12)		(12)	124.0%	
4126 Markets - Electric	44	441	300	(141)		(141)	147.1%	
4130 Quiz	0	40	100	61		61	39.5%	
4132 Christmas Celebration Event	0	2,679	2,500	(179)		(179)	107.2%	
<b>Events Expenditure :- Indirect Expenditure</b>	<b>44</b>	<b>22,063</b>	<b>21,950</b>	<b>(113)</b>	<b>0</b>	<b>(113)</b>	<b>100.5%</b>	<b>3,667</b>
<b>Net Expenditure</b>	<b>(44)</b>	<b>(22,063)</b>	<b>(21,950)</b>	<b>113</b>				
6000 plus Transfer From EMR	0	3,667						
<b>Movement to/(from) Gen Reserve</b>	<b>(44)</b>	<b>(18,396)</b>						
<b>130 Highways Expenditure</b>								
4200 Bus Shelters	0	0	750	750		750	0.0%	
4210 Refuse Bins	0	0	500	500		500	0.0%	
4211 Sever weather (salt etc	0	0	500	500		500	0.0%	

Continued over page



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Wendover Parish Council Current Year

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Detailed Income & Expenditure by Budget Heading 22/03/2024

Month No: 12

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4215 Street Furniture - Purchase	0	0	2,000	2,000		2,000	0.0%	
Highways Expenditure :- Indirect Expenditure	<u>0</u>	<u>0</u>	<u>3,750</u>	<u>3,750</u>	<u>0</u>	<u>3,750</u>	<u>0.0%</u>	<u>0</u>
<b>Net Expenditure</b>	<b><u>0</u></b>	<b><u>0</u></b>	<b><u>(3,750)</u></b>	<b><u>(3,750)</u></b>				
<b><u>135 Street Lighting Expenditure</u></b>								
4300 Electricity	991	11,451	13,000	1,549		1,549	88.1%	
4305 Maintenance	230	19,004	7,000	(12,004)		(12,004)	271.5%	
4315 New Columns (not LEDs)	0	2,900	7,000	4,100		4,100	41.4%	
4320 Streetlighting Inspections	0	0	1,500	1,500		1,500	0.0%	
Street Lighting Expenditure :- Indirect Expenditure	<u>1,221</u>	<u>33,355</u>	<u>28,500</u>	<u>(4,855)</u>	<u>0</u>	<u>(4,855)</u>	<u>117.0%</u>	<u>0</u>
<b>Net Expenditure</b>	<b><u>(1,221)</u></b>	<b><u>(33,355)</u></b>	<b><u>(28,500)</u></b>	<b><u>4,855</u></b>				
<b><u>140 Recreation Expenditure</u></b>								
4400 Dog Bin Emptying	0	858	2,050	1,192		1,192	41.8%	
4405 Maintenance - Fences, etc	0	1,372	1,500	128		128	91.5%	
4410 Maintenance - Groundworks	212	3,741	5,000	1,259		1,259	74.8%	
4415 Maintenance - Inspections, etc	0	90	1,800	1,710		1,710	5.0%	
4416 Pond Works	0	50	1,500	1,450		1,450	3.3%	
4417 Tree Works	0	5,750	2,500	(3,250)		(3,250)	230.0%	
4418 Tree Inspections	0	1,680	1,800	120		120	93.3%	
4421 Orchard Maintenance	0	721	600	(121)		(121)	120.2%	
4425 Capital Expenditure (asset pur	370	9,760	10,000	240		240	97.6%	
4430 Mower Maintenance	0	2,399	2,000	(399)		(399)	120.0%	
4440 Play Equip - Repairs & Maint	987	5,764	8,000	2,236		2,236	72.1%	
4450 Premises - Garage Rent	135	1,620	1,620	0		0	100.0%	
4455 Premises - SiteSafe Electrics	41	168	200	32		32	83.9%	
4460 Premises - SiteSafe Rates	0	160	0	(160)		(160)	0.0%	
4465 Premises - SiteSafe Water, etc	0	188	300	113		113	62.5%	
4475 Misc - Fuel	254	3,449	3,000	(449)		(449)	115.0%	
4480 Misc - Materials & Tools	31	868	2,500	1,632		1,632	34.7%	
4481 Machinery/Tool Service Repair	0	388	3,500	3,112		3,112	11.1%	
4485 Misc - Protective Clothing	0	831	400	(431)		(431)	207.9%	
4490 Misc - Refuse Bins	63	888	1,200	312		312	74.0%	
4495 Misc - Sundries Recreation	0	268	1,000	732		732	26.8%	
4497 Defibrillators	0	0	500	500		500	0.0%	
Recreation Expenditure :- Indirect Expenditure	<u>2,093</u>	<u>41,012</u>	<u>50,970</u>	<u>9,958</u>	<u>0</u>	<u>9,958</u>	<u>80.5%</u>	<u>0</u>
<b>Net Expenditure</b>	<b><u>(2,093)</u></b>	<b><u>(41,012)</u></b>	<b><u>(50,970)</u></b>	<b><u>(9,958)</u></b>				

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Detailed Income & Expenditure by Budget Heading 22/03/2024

Month No: 12

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b>200 Finance &amp; General Income</b>								
1205 Witcheil Trust Grant	0	238	200	(38)			118.8%	
1210 Interest Received ex Deposits	0	1,815	2,000	185			90.8%	
1215 Miscellaneous Income	0	1,675	0	(1,675)			0.0%	
1250 Precept Received	0	359,078	359,078	0			100.0%	
1266 VAHT Streetlight Income	0	853	600	(253)			142.2%	
<b>Finance &amp; General Income :- Income</b>	<b>0</b>	<b>363,659</b>	<b>361,878</b>	<b>(1,781)</b>			<b>100.5%</b>	<b>0</b>
<b>Net Income</b>	<b>0</b>	<b>363,659</b>	<b>361,878</b>	<b>(1,781)</b>				
<b>220 Finance &amp; General Expenditure</b>								
4496 Professional Support (HS2 etc)	0	1,526	2,000	475		475	76.3%	
4550 Communications - Publicity	513	6,875	5,750	(1,125)		(1,125)	119.6%	
4555 Communications - Website	63	2,422	1,500	(922)		(922)	161.5%	
4560 Financial - Bank Charges	0	566	580	14		14	97.6%	
4565 Financial - Fees - Audit	0	290	2,300	2,010		2,010	12.6%	
4570 Financial - Fees - Legal	0	606	2,000	1,394		1,394	30.3%	
4575 Financial - Insurance	0	7,111	5,940	(1,171)		(1,171)	119.7%	
4580 Financial - Software	0	566	800	234		234	70.8%	
4582 End of Year Support RBS	0	(558)	800	1,358		1,358	(69.8%)	
4615 Office - Broadband/Tel/Fax	112	1,439	1,600	161		161	90.0%	
4620 Office - Copier	117	1,170	1,750	580		580	66.9%	
4621 Office - Equipment - Expend	512	3,895	5,500	1,605		1,605	70.8%	
4625 Office - Equipment Capital	0	450	1,000	550		550	45.0%	
4630 Office - Postage & Stationery	102	464	500	36		36	92.9%	
4640 Office - Testing - Electrical	0	0	75	75		75	0.0%	
4645 Office - Testing - Fire	0	0	300	300		300	0.0%	
4650 Office - Utilities - Electric	345	2,673	2,000	(673)		(673)	133.6%	
4655 Office - Utilities - Water	13	139	150	11		11	92.8%	
4660 Property Mgt - Clock Tower	255	1,979	2,000	21		21	99.0%	
4665 Property Mgt - Manor Waste	0	20	1,000	980		980	2.0%	
4670 Property Mgt - SiteSafe	198	511	5,000	4,489		4,489	10.2%	
4675 Property Mgt - War Memorial	0	0	500	500		500	0.0%	
4685 Subscriptions and Donations	0	1,910	2,000	90		90	95.5%	
4690 Misc - Chairman's Expenses	0	473	1,200	727		727	39.4%	
4691 Misc - Councillor Expenses	0	0	100	100		100	0.0%	
4695 Misc - Room Hire	60	725	1,200	475		475	60.4%	
4700 Misc Sundry Expenses Finance	53	524	500	(24)		(24)	104.8%	
4705 Misc - Travel Staff & Cllrs	0	0	200	200		200	0.0%	
4707 H&S	0	117	3,000	2,883		2,883	3.9%	
<b>Finance &amp; General Expenditure :- Indirect Expenditure</b>	<b>2,342</b>	<b>35,894</b>	<b>51,245</b>	<b>15,351</b>	<b>0</b>	<b>15,351</b>	<b>70.0%</b>	<b>0</b>
<b>Net Expenditure</b>	<b>(2,342)</b>	<b>(35,894)</b>	<b>(51,245)</b>	<b>(15,351)</b>				

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Detailed Income & Expenditure by Budget Heading 22/03/2024

Month No: 12

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<b>230 Grants out - inc S137 exp</b>								
4585 Grant - Churchyard - not S137	0	7,000	7,000	0		0	100.0%	
4586 Grant - Youth Centre -not S137	0	7,000	7,000	0		0	100.0%	
4590 Grants Out - Major - S137	0	20,000	15,000	(5,000)		(5,000)	133.3%	
4611 Grants Out - Minor - S137	0	2,270	5,000	2,730		2,730	45.4%	
<b>Grants out - inc S137 exp :- Indirect Expenditure</b>	<b>0</b>	<b>36,270</b>	<b>34,000</b>	<b>(2,270)</b>	<b>0</b>	<b>(2,270)</b>	<b>106.7%</b>	<b>0</b>
<b>Net Expenditure</b>	<b>0</b>	<b>(36,270)</b>	<b>(34,000)</b>	<b>2,270</b>				
<b>320 Staffing</b>								
4800 Staffing - Amenities - Wages	5,649	70,769	71,563	794		794	98.9%	
4801 Staffing - Amenities - NIC	570	7,135	6,580	(555)		(555)	108.4%	
4802 Staffing - Amenities-Pension	796	9,434	10,193	759		759	92.6%	
4810 Staffing - F&G - Wages	6,313	75,826	97,586	21,760		21,760	77.7%	
4811 Staffing - F&G - NIC	669	8,094	8,952	858		858	90.4%	
4812 Staffing - F&G - Pension	312	3,754	6,196	2,442		2,442	60.6%	
4816 Staffing F&G Student Loan	49	499	0	(499)		(499)	0.0%	
4845 Payroll Charges	60	720	750	30		30	96.0%	
4855 HR Consultancy Fees	0	3,383	3,500	117		117	96.6%	
4860 Training Staff & Cllrs	0	3,218	3,000	(218)		(218)	107.3%	
4861 Uniform	135	135	500	365		365	27.0%	
4862 Smart Pension Admin Fee	22	215	240	25		25	89.6%	
<b>Staffing :- Indirect Expenditure</b>	<b>14,576</b>	<b>183,182</b>	<b>209,060</b>	<b>25,878</b>	<b>0</b>	<b>25,878</b>	<b>87.6%</b>	<b>0</b>
<b>Net Expenditure</b>	<b>(14,576)</b>	<b>(183,182)</b>	<b>(209,060)</b>	<b>(25,878)</b>				
<b>980 Amenities EMR projects</b>								
9108 EMR - Skate Park	0	617	0	(617)		(617)	0.0%	617
9110 EMR - Clock Tower Fountain/wal	0	14,096	0	(14,096)		(14,096)	0.0%	14,096
9111 EMR - Site Safe Insulation	0	5,056	0	(5,056)		(5,056)	0.0%	5,056
9115 EMR - HS2 Funded Pond Works	0	9,440	0	(9,440)		(9,440)	0.0%	9,440
9123 EMR - TWG Priorities	0	433	0	(433)		(433)	0.0%	433
9126 EMR - New Cesspit Ashbrook	0	6,350	0	(6,350)		(6,350)	0.0%	6,350
9127 EMR - New Christmas Tree Light	0	8,397	0	(8,397)		(8,397)	0.0%	8,397
9128 EMR - Climate Action	252	252	0	(252)		(252)	0.0%	252
<b>Amenities EMR projects :- Indirect Expenditure</b>	<b>252</b>	<b>44,639</b>	<b>0</b>	<b>(44,639)</b>	<b>0</b>	<b>(44,639)</b>		<b>44,639</b>
<b>Net Expenditure</b>	<b>(252)</b>	<b>(44,639)</b>	<b>0</b>	<b>44,639</b>				
6000 plus Transfer From EMR	252	44,639						
<b>Movement to/(from) Gen Reserve</b>	<b>0</b>	<b>0</b>						

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Wendover Parish Council Current Year

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Detailed Income & Expenditure by Budget Heading 22/03/2024

Month No: 12

Cost Centre Report

	Actual Current Mth	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Grand Totals:- Income	0	404,276	399,475	(4,801)			101.2%	
Expenditure	20,527	396,415	399,475	3,060	0	3,060	99.2%	
<b>Net Income over Expenditure</b>	<b>(20,527)</b>	<b>7,861</b>	<b>0</b>	<b>(7,861)</b>				
plus Transfer From EMR	252	48,306						
<b>Movement to/(from) Gen Reserve</b>	<b>(20,275)</b>	<b>56,166</b>						





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**Wendover Parish Council Current Year**

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**Detailed Balance Sheet - Excluding Stock Movement**

**Month 12 Date 22/03/2024**

<u>A/c</u>	<u>Description</u>	<u>Actual</u>	
	<u>Current Assets</u>		
100	Debtors	203	
105	VAT Control A/c	3,715	
200	Current Bank Account	19,462	
202	Flagstone	239,740	
	<b>Total Current Assets</b>		<b>263,120</b>
	<u>Current Liabilities</u>		
515	Allotment Deposits	1,770	
	<b>Total Current Liabilities</b>		<b>1,770</b>
	<b>Net Current Assets</b>		<b>261,350</b>
	<b>Total Assets less Current Liabilities</b>		<b>261,350</b>
	<u>Represented by :-</u>		
300	Current Year Fund	(7,939)	
310	General Reserves	172,296	
338	Hampden Pond EMR	(1,640)	
339	RAF Freedom Parade EMR	4,333	
346	Clock Tower Fountain and Wall	905	
347	Site Safe Cladding EMR	1,444	
356	LGPS Cessation EMR	50,000	
357	Skate Park EMR	14,384	
358	Library Extension EMR	8,000	
359	TWG Priorities	9,568	
362	New Cesspit Ashbrook	3,650	
363	Christmas Lights EMR	1,603	
364	Climate Action EMR	4,748	
	<b>Total Equity</b>		<b>261,350</b>



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Wendover Parish Council Current Year

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Earmarked Reserves

<u>Account</u>	<u>Opening Balance</u>	<u>Net Transfers</u>	<u>Closing Balance</u>
338 Hampden Pond EMR	0.00	-1,639.99	-1,639.99
339 RAF Freedom Parade EMR	0.00	4,333.17	4,333.17
346 Clock Tower Fountain and Wall	15,000.00	-14,095.50	904.50
347 Site Safe Cladding EMR	6,500.00	-5,056.00	1,444.00
356 LGPS Cessation EMR	50,000.00		50,000.00
357 Skate Park EMR	15,000.00	-616.50	14,383.50
358 Library Extension EMR	8,000.00		8,000.00
359 TWG Priorities	10,000.00	-432.50	9,567.50
362 New Cesspit Ashbrook	10,000.00	-6,350.00	3,650.00
363 Christmas Lights EMR	10,000.00	-8,396.70	1,603.30
364 Climate Action EMR	5,000.00	-251.88	4,748.12
	<u>129,500.00</u>	<u>-32,505.90</u>	<u>96,994.10</u>



## ITEM 9a – WENDOVER HS2 MAG



### HS2 Monthly Report, March '24

#### Works update

- The Ellesborough Road diversion is to come into use before Easter, but still with traffic lights for the single carriageway around the electricity substation at the Wendover end. UK Power Networks are expected to resolve the residual underground cabling issue to allow full use of the road by 19<sup>th</sup> May.
- The A413 is to be closed at Small Dean for the entire Easter weekend to enable 24 hour piling works for the viaduct beside the railway line. Four weeks of noisy sheet piling beside the road was needed to ensure the safety of the road and the work sites.
- The most northerly pier of the Small Dean Viaduct has been completed with the installation of its “hammerhead”. The four remaining piers are expected to be finished this year.
- The installation of a water main over Folly Bridge is still ongoing, but there is no date currently available for the reopening of the PRoW between Dobbins Lane and the Station Approach Business Estate.

#### March WPC activity

- WPC secured sponsorship for the “Make Wendover Smile” initiative from EKFB.
- Discussions were held about sponsorship of n public noticeboards to be provided by EKFB.
- Seven public issues were handled in the month; including the community impact of noise from the Small Dean sheet piling works and the failure of the temporary traffic lights on Ellesborough Road.

#### Current Issues

- It is not clear when the mass excavation of the Green Tunnel Cutting will start, but this will probably be delayed until after Thames Water have moved their sewer and water main on Ellesborough Road. With the current approvals from the Environment Agency most of the excavation through to Bacombe Lane should be possible.
- Work north of the old Cricket Ground is held up due to further studies that the EA have requested about the impact of excavation as far north as Nash Lee Lane due to the groundwater issues. EKFB are planning additional monitoring points and extension of the proposed underground wall around the North Cutting. We have a review with EKFB’s hydrogeologist planned in May, and do not expect any further excavation of the North Cutting before then.

25<sup>th</sup> March '24



# WENDOVER PARISH COUNCIL

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## Minutes of the Planning Committee Meeting 19<sup>th</sup> March 2024 at 7.00pm St Anne's Hall Aylesbury Road Wendover HP22 6JG

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**Present:** Councillors Ballantine (Chair), Gallagher, Standen, Walker, and Williams

**Clerk & Minutes:** Andy Smith

**Chair:** Councillor Ballantine

**Members of Public:** 1

**1. APOLOGIES FOR ABSENCE**

**P23/204** Apologies were received and **ACCEPTED** from Councillor Worth

**2. DECLARATIONS OF INTEREST**

**P23/205** None

**3. PUBLIC PARTICIPATION**

**P23/206** There were none.

**4. MINUTES**

**P23/207** The minutes of the Planning Committee Meeting held on 5<sup>th</sup> March were **RESOLVED** as a true record and the Chair signed the minutes.

**5. PLANNING DECISIONS**

**P23/208** The planning decisions made by Buckinghamshire Council as listed on the agenda of the meeting of the 19<sup>th</sup> March were noted.

**6. CLERKS REPORT AND CORRESPONDANCE**

**P23/209** The report was noted.

**7. PLANNING APPLICATIONS**

**P23/210** **24/00645/APP 4 Perry Street Wendover Buckinghamshire**  
Householder application for replacement porch  
It was **RESOLVED** that the Parish Council support this application.

**P23/211** **24/00680/APP 3 Coombe Avenue Wendover Buckinghamshire**  
Householder application for erection of new porch  
It was **RESOLVED** to support this application

**P23/212** **24/00757/APP 74 Aylesbury Road Wendover Buckinghamshire**  
Householder application for proposed dropped kerb and crossover to provide new vehicular access  
This is part of the cycleway and assume that this has been considered  
It was **RESOLVED** to support this application

**P23/213** **24/00583/APP 10 Grenville Avenue Wendover Buckinghamshire**  
Householder application to replace existing conservatory with single storey rear extension, alter existing single storey flat roof to lean to roof with the addition of openable roof windows.



Looks like an improvement and there have been no comments from the neighbours.  
It was **RESOLVED** to support this application.

**8. OTHER MATTERS**

**a) HS2**

**P23/214** Nothing to report

**b) CLOSURE OF RAF HALTON**

**P23/215** Nothing to report

**9. DATE OF THE NEXT MEETING AND ITEMS FOR THE AGENDA**

**P23/216** The meeting on Tue 2<sup>nd</sup> April 2024 at 7pm was noted.

**10. CLOSURE OF MEETING**

**P23/217** As all business had been transacted the meeting was closed at 7:14pm

Signed by  
Chair to the Planning Committee

Date:

DRAFT



# WENDOVER PARISH COUNCIL

## Minutes of the Amenities Committee Meeting 19<sup>th</sup> March 2024 at 7:30pm

St Anne's Hall, Aylesbury Road, Wendover, HP22 6JG

**Present:** Councillors Mark Standen, Jennifer Ballantine, Julie Williams (ex-officio) Sam Walker, Julie Lloyd-Evans, Leigh Porter and Clive Gallagher (ex-officio)

**Absent:**

**Apologies:** Councillor Worth

**Chair:**

**Clerk & Minutes:** Andy Smith

**Members of Public:** 1

### APOLOGIES FOR ABSENCE

**A23/104** Apologies were received and **ACCEPTED** from Cllrs Worth

### DECLARATIONS OF INTEREST

**A23/105** None.

### MINUTES

**A23/106** The minutes of the meeting of 23<sup>rd</sup> January 2024 were **RESOLVED** as a true record and were signed by the Chair.

### PUBLIC PARTICIPATION

**A23/107** The member of the public was there to speak to the Ivy Management Policy and it was agreed to accept their contribution when we reached that section of the agenda.

### UPDATE REPORT FROM THE CLERK

**A23/108** The report was noted. The issue of the vandalism was of concern to the Council. It was generally agreed that issue should be considered more seriously by the open spaces working group to bring options to Amenities and Full Council. The Parish Council on 2<sup>nd</sup> April should consider a motion to give authority to the working group to investigate options

### FINANCE

**A23/109** The payments to consider totalling £3469.65 were **RESOLVED** and signed.

### OPEN SPACES AND HAMPDEN POND

a) Ivy Management Policy

**A23/110** To consider approving the ivy management policy and implement a 12 month trial of ivy clearance



It was noted that we need to manage the damage that ivy does to trees but that should be done with a balanced approach that preserves habitats. The area where the pilot would need to be discussed with the office. It was noted that there is a counter argument for keeping ivy and some organisations advocate it, such as the RHS but there has been no significant scientific evidence on this issue. It was noted that we could still keep ivy in our environment but manage where it grows, it was also noted that this could be a very useful academic study on ivy and biodiversity with many benefits.

**A23/111** It was **RESOLVED** to approve the Ivy Management Policy and implement a 12-month trial period for ground ivy control in a location designated by the office.

**A23/112** It was **RESOLVED** to approve the expenditure of up to £500.00 for the trial.

**A23/113** It was **RESOLVED** to authorise the office to order and purchase the tools and equipment listed in the paper.

#### **Open spaces hire policy & form**

**A23/114** It was **RESOLVED** to agree the proposed information to be captured on a new form and the guidance on the open space hire conditions

**A23/115** It was further **RESOLVED** to authorise the office to get the form designed to be more user friendly and to be able to be signed electronically.

#### **Playpark repairs**

**A23/116** To consider approving repairs to the swings in the Ashbrook park  
It was **RESOLVED** to approve the cost of the install of the repair and install of the swings as set out in the paper.

#### **Playpark inspections**

**A23/117** **To consider the quote for quarterly inspections**  
It was noted that we currently undertake inspections with a company that then makes the repairs after the inspection and this was not good practice. Recent issues highlighted in the parks that we would be advised to change the company that undertake our inspections. It was **RESOLVED** to waive the need for 2 additional quotes for the first year of inspections due to the specialist nature of the work and the need to commission the contractor as soon as possible to meet our H&S inspection needs.

**A23/118** It was **RESOLVED** to accept the quote for quarterly inspections and award the work for £1,988 to the contractor listed in the paper. It was noted that one of those inspections would be undertaken to the level of an annual inspection and there would not be a need for a separate annual inspection.

#### **Tree Maintenance -**

**A23/119** To consider the quote for tree maintenance and approve the required works It was noted that the quote for the works represented good value and there was difficulty in obtaining further quotes therefore it was **RESOLVED** to authorise the work without the need for additional quotes.

**A23/120** It was then **RESOLVED** to accept the quotes for tree maintenance and award the works totalling £1200 from the contractor providing the quote in the paper



**8. OTHER MATTERS**

- a) **A23/121** None presented

**ITEMS FOR NEXT AGENDA**

**A23/101** It was noted to email any items for the next agenda to the Clerk by Monday 8<sup>th</sup> April It was noted that the agenda should include the allotments and soft plastic bin Collection.

**DATE OF NEXT MEETING**

**A23/102** The meeting on Tue 16<sup>th</sup> April 2024 at 7.30pm was noted.

**CLOSURE OF MEETING**

**A23/103** As all business was transacted the meeting was closed at 8.08pm

Signed by  
Chair of the Amenities Committee

Date:

DRAFT





## ITEM 12a – STANDING GRANTS REFERRED FROM FINANCE COMMITTEE

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### BROUGHT BY

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Finance Committee

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### SUMMARY

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To note the additional information requested by Finance Committee and consider approving the grant requests

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### PARISH COUNCIL BACKGROUND

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#### FINANCE COMMITTEE – 20<sup>th</sup> FEB 2024

#### c) Standing Grant requests

**F23/86 Churchyard Committee** - It was noted that Churchyard Committee have requested an additional £500 so the request is for £7500 in total. The finance committee considered the application form and noted the use of volunteers for most of the works. It was also felt that £7500 was the rate you would pay for a commercial contractor to undertake the works. It was **RESOLVED** to request a more detailed breakdown before approving the grant. It was further noted at £7500 the current grounds team could employ a part time role to support them and they could undertake the maintenance work. This would need to come back to Parish Council when more information has been received.

**F23/87 Wendover Youth Centre** – The difficulties being faced by the Youth Centre currently were noted. It was further noted that their figures included salaries in their breakdown and that there is a deficit in the accounts that are publicly available. As the grant should not be for operational costs or to cover any deficit. It was **RESOLVED** to ask for an up to date set of accounts and separate out what the £7000 payment contributes towards. It was noted that the Council wants to support the Youth Centre. This would need to come back to Parish Council when more information has been received.

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### DETAILS

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#### Introduction

The Finance Committee considered our standing grants and required additional information to progress the funding applications.

#### The Consultation

##### Churchyard Committee

The chair of Finance and the Clerk met with representatives of the Churchyard committee to look at the scale of the works and some of the challenges faced. It is of note for Council that the Churchyard Committee has 2 Parish Council Representatives on and operates as a separate budget to the main church so the money is all spent on improving the churchyard for the benefit of the local community. The scale of the work reflects the increase in costs and other projects were discussed where the Parish Council could work together. It is further noted that the negotiations around the Devolved Services have changed from the start point and that we would no longer need to look into changing our staffing arrangements

##### Youth Club

Council are asked to note the following response:

- Deficits are fairly standard, but we do not use grants to fund them,
- We have reserves as a result of three things;



- A significant donation a few years ago – this was given for our long-term growth BUT is unrestricted so we have used this flexibly in the last couple of years,
- The income we generate through hiring the Centre and charging for some of our activities,
- Charitable giving by our group of “Friends” and others who support the Centre in an ad hoc fashion, Our grant monies are used to directly support our work with Young People,

The £7k from WPC was used in two main areas during 2022/23 and we would plan to use it similarly during 2023/24;

- Regular Clubs + increasing what we offer;
- From the attached you will see that our total costs for 2023/24 are currently anticipated to be £84,333, split between;
- **Youth Work - £55,479;**
  - Mostly wages and costs for sessional and other Youth Worker costs,
  - The Youth Work/Project Costs of £8,097, and the £1,472 planned for training courses (including first aid, safeguarding and other courses for Youth Workers and volunteers) are the areas, most obviously supported by grant funding,
- **Building Costs - £22,873;**
  - Cleaning mostly relates to wages; the maintenance costs we expect to incur on our fixtures and fittings (County are responsible for large building maintenance issues) of £4,416 are also an area where we seek to use grant income; we also regard approximately 50% of our utility costs (currently anticipated as £7,904; although subject to ongoing discussions with County) as being related to our Youth Centre activities (i.e. not related to hirers) and fundable from grants
- **Other - £5,982,**
  - Note: you should already have the equivalent numbers from 2022/23
- **Outreach work;**
  - The costs of this are included in the above totals,
  - However, during the past 18 months The Parish Council have asked us to focus more in this area to address particular outbreaks of anti-social behaviour – Pete began some of this work before he left and during 2023/24, we are planning to be more visible away from the Centre,
  - This remains a small part of our work, but it does involve extra wage costs and, I am least, have always felt it reasonable to credit WPC for supporting the funding of this work

## Conclusion

Given the additional information for both grants it is believed that Council now have all the information to make a decision on the two grants.

St Mary’s Church have highlighted cost pressures requiring an additional £500 as a part of the grant and it would seem to make sense to consider a similar increase for the Youth Centre

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## FINANCIAL CONSIDERATIONS

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The full proposals would require an additional £1000 than agreed in the budgets. This is an amount which can be absorbed over the year. Particularly as we don’t have any minor grant applications.

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## LEGAL AND OTHER IMPLICATIONS

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The legal arrangement around supporting church infrastructure has been clarified and both grants are within the powers of the Council as discussed in the Finance Committee paperwork.



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**PROPOSAL**

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- Wendover Parish Council agrees to award St Mary's Churchyard £7500
- Wendover Parish Council agreed to award Wendover Youth Centre £7500



## ITEM 12b – UPDATES TO POLICIES

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### BROUGHT BY

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Office

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### SUMMARY

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To consider the renewal of the following policies

- i) Freedom of Information Policy
- ii) Protocol for site visits
- iii) Non Councillor attendance at Council
- iv) Council representatives to external bodies
- v) Environmental Policy
- vi) Scheme of Delegation

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### PARISH COUNCIL BACKGROUND

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Policies are renewed every 2 years

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### DETAILS

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See appendices for details of the policies. There has been no updated guidance on the areas covered by the policies and therefore no amendments are recommended.

It is noted that the Sustainability and Biodiversity Working Group may want to add and amend the Environmental Policy but this can come back to Council at a later date after full consideration.

One amendment has been made to vi) Scheme of Delegation in line with best practice and that is a clarification to the delegated authority of the Clerk as follows:

*“This would include seeking legal advice on behalf of the Council in matters where there could be a liability for the Parish Council.”*

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### FINANCIAL CONSIDERATIONS

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- n/a

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### LEGAL AND OTHER IMPLICATIONS

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- n/a

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### PROPOSAL

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- To approve the renewal of the following policies.



## Appendix i) – Freedom of information Policy

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Wendover Parish Council is committed to complying with the provisions of the Freedom of Information Act 2000 and related legislation. This provides a general entitlement to information that the Council holds to any person subject to exemptions and conditions laid down by law.

### Scope

This policy applies to all recorded information the Council holds regardless of how it was created or received. It applies no matter what media the information is stored in and whether the information may be on paper or held electronically. The Act is fully retrospective.

### Dealing with Requests

The Council offers guidance and assistance to anybody who wishes to make a request for information. The Council is committed to dealing with requests within the statutory timescales of no more than 20 working days. This can be extended in specific circumstances on legal advice. However, the Council is committed to providing a prompt service.

The Council will claim exemptions as appropriate whilst maintaining a commitment to openness, scrutiny and the public interest. Where appropriate, requests in writing will be treated as Freedom of Information requests.

There is no need for requests to indicate they are made under the Act. The Council reserves the right to refuse requests where the cost of supply of the information would exceed the statutory maximum (currently £450).

### Adopting and Maintaining Publication Schemes

The Council has adopted a Publication Scheme and is committed to updating and maintaining it to keep it current and relevant. The Publication Scheme contains many of the documents, policies, plans and guidance which are regularly asked for.

Material contained within the publication scheme, and a copy of the scheme itself, is readily available. Where charges are applied these are stated in the Scheme. The scheme can be accessed via the website.

The Parish Clerk will give advice and assistance on how to use the scheme as appropriate.

### Relationship with the Data Protection Act

The Council is under a legal duty to protect personal data under the Data Protection Act 1998. The Council will carefully consider its responsibilities under the Data Protection Act before releasing personal data about living individuals, including current and former officers, members, and users of its services.



## **Responsibilities**

The Clerk is responsible for ensuring that any request for information is dealt with under the Act and in compliance with this policy. The Clerk is also responsible for good information handling practice and implementing records management policies and procedures as appropriate to their post

## **Contact Details**

For advice and assistance please contact the Clerk.

Email: clerk@wendover-pc.gov.uk

Telephone: 01296 623056

Further advice and information, including a full list of exemptions and advice on the public interest test, is available from the Information Commissioner's Office.

Wycliffe House, Water Lane , Wilmslow, Cheshire SK9 5AF

E: mail@ico.gsi.gov.uk W: <http://www.ico.gov.uk/>

T: 01625 545745 F: 01625 524510

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## **Document History**

Approved and Adopted	01/05/2012	(version 1)
Reviewed by Finance Committee	23/01/2018	(version 1)
Reviewed by Parish Council	03/12/2019	(version 1)
Reviewed by Finance Committee	15/02/2022	(version 2)



## Appendix ii) – Protocol for Site Visits

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These notes are intended to clarify, and in no way replace the Standing Orders and other guides.

### Planning Site Visits

This protocol is designed to cover Council organised formal planning site visits. Councillors who make individual ad hoc site visits are not representing the Council, although the code of conduct still applies.

### Reasons For Site Visits

Not every planning issue will require a site visit. Councillors will have familiarised themselves with the proposals and will have determined the need which may be for a number of reasons including: -

1. Further familiarisation of the site before formal response to planning consultation by the Local Planning Authority.
2. Fact-finding, for instance in the case of an alleged breach of development control.
3. Gaining further local knowledge in developing a policy statement.

### Practical Arrangements

1. Once a site visit has been agreed, no discussion should take place until the results are reported back to Council/Committee.
2. The arrangements will be made by the Clerk
3. The Clerk will need to seek the permission of the landowner to enter onto privately owned land if this is felt necessary, but the landowner is not obliged to give consent.

### Procedure

1. The Clerk, in consultation with the Committee Chair, will determine the need for a site visit, and the names of those Councillors to attend will have been determined by the Committee. Councillors will be notified by the Clerk of the time and place of the site visit, and it is recommended that the Clerk is present.
2. Councillors and/or staff should not undertake a site visit on their own and must always ensure that at least two are present at any one time.
3. The Code of Conduct applies: Interests should be declared, and Councillors should not attend if they have a prejudicial interest.



4. The applicant and/or landowner may be present if the site visit takes place on-site rather than adjacent to the site.
5. The Chair of the Council or Committee Chair should ensure that the site visit is properly carried out, taking advice from the Clerk. There must be no debate, representations from groups or individuals, or decision at the site visit, these issues are reserved for the Council/Committee meeting.
6. Councillors should not address anybody other than each other and the Clerk. Councillors may pose questions and ask the Clerk to take notes on the issues raised and the information gained on site. All points should be objective, relevant, and material.
7. When the Chair deems the site visit closed, all Councillors and Clerk will leave.

### **Reporting Back**

1. The site visit will be reported to the relevant Committee or Council by the Clerk who will have notices prepared, to be read out or circulated.
2. The Clerk will report on any information-gathering as a result of questions raised at the site visit, together with other information relevant to the planning item such as the planning history.
3. The Council/Committee will take the report into account when coming to its decision.

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### **Document History**

Approved and Adopted	20/10/2016	(version 1)
Reviewed by Planning Committee	20/02/2018	(version 1)
Reviewed by Planning Committee	04/02/2020	(version 2)
Reviewed by Planning Committee	15/02/2022	(version 3)





## Appendix iii) Non Councillor Attendance at Council

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This policy has been written as a guideline for those Non-Councillors who are attending various meetings to represent the Council on certain projects.

### **Committee Meetings (Finance Committee must be Councillors only)**

The purpose of these meetings is to make appropriate decisions and are therefore formal occasions.

There is usually a budget but only Councillors can vote save in four cases:

1. The management of land
2. Harbour functions if the Council is a harbour authority
3. Tourism functions
4. Management of a festival

The Council will schedule these meetings, book the meeting rooms, and advise those attending when they will take place.

A Non-Councillor member of a Committee must agree to the following: -

- Apologies need to be sent to the Clerk prior to the meeting
- When wishing to speak please raise your hand and address the Chair
- The Chair ensures flow of the meeting and keeps order
- If you need to leave a meeting midway through you should forewarn the Chair beforehand
- Sign the "Attendance Register" proving attendance.

### **Working Groups**

- There is no budget, and no decisions can be made by a working group, only recommendations to the relevant Committee or full Council.
- Any recommendations arising from these meetings will be made to the relevant Committee or full Council as written papers. Papers must be submitted to the Clerk 5 working days before the meeting for inclusion on the agenda.
- Working Groups may be long term or task and finish
- Working Groups are informal meetings so may not have an agenda, minutes, terms of reference or a Chair

### **Neighbourhood Plan Steering Group**



The WPC Steering Group is a Working Group as it does not have enough Councillors to be a Committee (under the advice of the consultant – max 2 Cllrs).

- The process is led by the Parish Council as the relevant Local Authority
- The Group is supported by impartial consultants who are here to deliver a plan that works for the community and meets legislative requirements. The Council have resolved to accept the consultants' quote
- All recommendations outside of the consultant's quote and under £500 must be put forward to the Clerk for approval. Those over £500 must be put forward to the Planning Committee via the Clerk five working days before a meeting to ensure time to add the time to the agenda.
- Any minutes of meetings will be forwarded by the Chair to the Parish Council for filing.
- These Steering Groups/Working Groups are usually part funded by grants and further costs will be met by the Parish Council.
- If leaflets need to be handed out the SG/WG must make sure that they have agreement from the owner of the premises to do so.

In all cases, those representing the Parish Council must uphold high standards of behaviour and consider the reputation of the Parish Council before taking any actions.

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### **Document History**

Drafted by Parish Clerk	27/03/2017	(version 1)
Approved and Adopted by Parish Council	04/04/2017	(version 1)
Reviewed by Parish Council	06/02/2018	(version 1)
Reviewed by Parish Council	07/01/2020	(version 1)
Reviewed by Parish Council	01/03/2022	(version 2)



## Appendix iv) Council Representatives to external bodies

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It is Wendover Parish Council policy that all appointments of Council representatives to external bodies shall be open to all Members. Appointments shall always be made annually at the Annual Parish Council meeting and shall last for one Council year.

In addition, the appointment shall be made at first full Council meeting following an appointment becoming vacant during the Council year. The appointment shall become vacant immediately on the Member leaving the Council or if the Member decides to resign the opponent.

The Clerk shall maintain a list of the appointments.

Appointments shall be made, and can also be revoked, by vote of the Council. A Member shall be proposed and seconded, a Member may propose themselves, a Member may decline the proposal prior to the vote.

There is no minimum or maximum period for which an individual Member may be appointed.

In considering each of the appointments to external bodies the Members should give due consideration to the following criteria:

1. Experience - experience and knowledge of the representative may be considered to match the work of the body.
2. Continuity - some bodies provide training for the representatives or have complex issues such that changing the representative of the Council may cause them costs and/or problems. E.g. School Governors, Lionel Abel Smith Trust. In these cases, the Council should consider re-appointing the existing representative, should the present representative put themselves forward.
3. Representative of the Council - the Member has the support of the Council, faithfully represents the Council and reports back to the Council.
4. Commitment - some external bodies require greater commitment in time from the representatives.
5. Conflict of interest- Members should consider the possibility of conflict of interest if the proposed member is already a member of the Committee of the external body. This should not be an issue for ordinary Members.

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### Document History

Reviewed by Clerk	01/11/2017	(version 1)
Reviewed by Parish Council	07/01/2020	(version 2)
Reviewed by Parish Council	01/03/2022	(version 2)



## Appendix v) Environmental Policy

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### Policy Statement

Wendover Parish Council aims to carry out its activities with environmental care, actively seeking to protect and enhance the local environment within its area of operation whilst endeavoring to ensure wider adverse environmental impact does not occur as a result.

### Aims

In all its activities the Parish Council will aim to:

- a. Minimise the adverse environmental impact of WPC activities.
- b. Seek to use only contractors and suppliers who have their own environmental policy, one which is continually reviewed, updated, and measured.
- c. Positively influence parishioners to incorporate environmental considerations in all aspects of parish life.
- d. Work towards reaching the Council target of net-zero by 2030

### Principles

Wendover Parish Council will strive to:

#### Legislation

- Meet all relevant environmental legislation and regulations.
- Work with Buckinghamshire Council Environmental Service Departments to ensure good practice is followed.

#### Reduce Waste

- Dispose of all necessary waste through safe and responsible methods.
- Reduce and reuse materials where possible, seeking creative ways to re-life materials.
- Ensure that non-essential documents and e-mails are not printed, and where possible phone and e-mail communication discussion will occur to reduce paper use.

#### Purchasing



- Base purchasing decisions on a choice of materials or products that have the lowest environmental impact in production, transportation, use and disposal, provided that they are fit for purpose and available competitively in terms of quality and price.
- Such decisions will give consideration to lifetime impacts – environmental cost of ongoing maintenance and consumables plus disposal until the end of the purchase lifetime
- Project Status Documents will include environmental impact assessments where relevant
- Insist that contractors and suppliers minimise their impact on the environment.

#### Biodiversity

- Protect, restore, and enhance all aspects of biodiversity, expanding wildlife areas within the village where possible.
- When possible and appropriate use native species for planting schemes.

#### Community

- Support initiatives that reduce waste, litter, vandalism, and graffiti in the community.
- Monitor environmental issues and bring them to the attention of the WPC, or other tiers of local government.
- Actively engage with Parishioners to encourage and maintain environmental standards throughout Wendover Parish.

#### Governance

This document will be viewed in a dynamic sense so that progressive updates occur in line with current legislation

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#### **Document History**

Drafted by Deputy Clerk	25/07/2018	(version 1)
Reviewed by Cllrs Duggan and Morgan	30/09/2018	(version 2)
Adopted by Parish Council	02/10/2018	(version 2)
Reviewed by Amenities Committee	17/09/2019	(version 2)
Reviewed by Parish Council	04/02/2020	(version 2)
Reviewed by parish Council	05/04/2022	(version 3)



## Appendix vi) Scheme of Delegation

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### 1. Power to Delegate Functions

Under the Local Government Act 1972s 101(a) the Parish Council has the power to arrange for the discharge of its functions by a committee, sub-committee, or officer of the authority.

The Parish Council does not have the power to delegate a decision to an individual Councillor or a working group.

### 2. Decisions of the Full Council

The matters below are the sole responsibility of the Full Council:

- a) Authorising borrowing
- b) Appointing representatives to outside bodies
- c) Making, amending, revoking, re-enacting, or adopting by-laws
- d) Agreeing the Parish Council's Statement of Accounts and Annual Governance Statement
- e) Approving the annual budget and setting the precept
- f) Establishing committees
- g) Dismissing the Parish Clerk
- i) Adopting and making any amendments to the Standing Orders, Financial Regulations, and the Scheme of Delegation
- j) The decision to prosecute or defend in a court of law, save where such a prosecution is of a debtor being carried out through the small claims process

### 3. Committees and Sub-Committees

Procedures for delegation for the specific committees and sub-committees are specified under the Terms of Reference for each committee or sub-committee. Committees can arrange for the discharge of any of their delegated powers to a sub-committee.

### 4. Working Parties/Groups

Working Parties or Groups have no delegated powers; they are only able to recommend a course of action to the Council/Committee/Sub-Committee under which they are formed.

### 5. Parish Council Staff



- a) Under the Local Government Act 1972 the Parish Council “shall appoint such officers as they think necessary for the proper discharge by the authority of such of their or another authority’s functions as fall to be discharged by them”. Decisions can at any time be delegated to Parish Council Staff through delegation to the Clerk.

The following have been delegated to Parish Council Clerk:

- i) To sign on behalf of the Council any document to give effect to any decision of the Council
  - ii) To manage the Council’s facilities, property and assets including utilities
  - iii) To act on behalf of the Council as a designated officer with respect to complying with legislation
  - iv) To instigate and authorise the repair and maintenance of Parish Council equipment, property, or assets so long as the cost does not exceed the current budget (including tree, hedge, and streetlight maintenance)
  - v) To purchase equipment and supplies to be used by Staff or contractors to repair or maintain Parish Council equipment, property, or assets
  - vi) To dispose of Parish Council equipment or assets with an estimate worth of less than £250.
  - vii) The day-to-day administration of services together with routine inspection and control of assets and procedures
  - viii) Applying for any grants and other funding on the council’s behalf
- b) Specific Matters within the budget or EMR and in consultation with the Chair, Vice Chair and relevant Committee(s)

Where appropriate: -

- i) Annual Parish Meeting Expenditure
- ii) Christmas Decorations
- iii) Christmas Event
- iv) Annual Quiz Expenditure
- v) Time sensitive work related to HS2 (urgent decisions)
- vi) Construction of the Neighbourhood Plan



c) Urgent Matters

The Parish Clerk may incur expenditure on behalf of the Council which is necessary to carry out any repair/replacement or other work which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure, subject to a limit of £1500. **This would include seeking legal advice on behalf of the Council in matters where there could be a liability for the Parish Council.** The Parish Clerk shall report the action to the appropriate committee as soon as practicable thereafter.

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**Document History**

Drafted by Parish Clerk	20/12/2016	(version 1)
Review Finance Committee	24/12/2016	(version 1)
Draft to Parish Council for Debate	05/01/2016	(version 1)
2nd draft to Parish Council for Debate	07/02/2017	(version 2)
Approved and Adopted	07/02/2017	(version 2)
Reviewed by Parish Council	06/02/2018	(version 3)
Reviewed by Parish Council	04/02/2020	(version 3)
Reviewed by Parish Council	05/04/2022	(version 3)





## ITEM 12c – PLANS FOR WENDOVER CANAL

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### BROUGHT BY

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Chair/Halton PC

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### SUMMARY

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To note that plans for the future of the Wendover Canal could include significant impact on local residents and agree to communicate our concerns to the Canal Trust.

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### PARISH COUNCIL BACKGROUND

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N/A

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### DETAILS

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#### Introduction

The Wendover Canal Trust has discussed an ambition to bring full service to the canal all the way to Wendover, Wharf Road. Whilst we understand the reason for that ambition Wendover Parish Council are asked to consider some of the issues this presents. These issues have already been raised by Halton PC (see below).

#### Letter Sent from Halton Council to chair of Wendover Canal Trust

- 1. My purpose in writing to you is to clarify and formally notify Wendover Canal Trust of the considered view of Halton Parish Council on the aspect of change to the existing bridge at Halton village. On the 23 September last year, I had an informal visit from Colin Metcalfe to chat about re opening the Wendover Arm of the Grand Union Canal between Buckland and Wendover. To achieve this aim it would be necessary to remove the current bridge in Halton Village (which is owned by Buckinghamshire Council) and replace it with either a swing bridge or a replica of the original humpback bridge. I believe that you are planning to begin a project this year to scope your plans for the A41 and the Halton Bridge to make the canal navigable for canal boats. I therefore thought that it would be timely to advise you of the view of Halton Parish Council, to inform your planning on the stretch that runs through Halton Parish.*
- 2. You will be aware that the Parish Council supports the refurbishment of the canal tow path as it is a popular leisure facility with walkers and cyclists. We have donated twice to your fund-raising efforts for the path between Halton and Wendover, and for the next phase between Halton and Aston Clinton. We are also planning to take part and support the tow path opening event. The Parish appreciates the biodiversity that the canal brings to us, as the water is fed by pure chalk streams and supports an abundance of wildlife which is enjoyed by the local community.*
- 3. We understand that the tow path works were necessary, to raise the water levels in the disused arm, so that it can flow freely to the reservoirs at Tring and Wilstone and so the leaking Victorian pipe can be closed.*
- 4. We do applaud the work of your volunteers and the work that you have done to join up the canal from Tring to Buckland. However, we do not believe that raising sizeable amounts of money to remove and replace the A41 at Aston Clinton and the bridge at Halton (so a few canal boats can reach Wendover only to turn around again) represents value for*



money. However, whilst that it is our view, we acknowledge that it is not our position to judge on the overall value of your project.

5. Our focus is the consequence of changing the bridge at Halton Village, particularly the direct impact on traffic flow and associated negative effect on the Parish. I will summarise our principal considerations in the next paragraph.

6. Replacing Halton bridge will cause huge disruption to the centre of the village (a conservation area) over a long period. Whilst the options may be more aesthetically pleasing than our existing bridge, a swing bridge would not be in keeping with our conservation status, and a humpback bridge would bring us similar road and pedestrian safety issues as those we currently face at Perch Bridge. Both style bridges would impede the flow of traffic and would result in queues in the centre of the village. We cannot go back to a time when there were fewer vehicles using our roads. The recent surge in building over the last few years in the surrounding parishes has increased the traffic travelling through our village to circa 120,000 vehicles per month – (we capture Motor Vehicle Activated Sign (MVAS) data). This is before another 3,000 houses are completed in Weston Turville's parish and we gain 1,200 homes due to the closure of RAF Halton. We therefore oppose any change to the current bridge.

7. As the canal will be in water and you have achieved your aim in it flowing to the Tring summit, we believe that the navigable part of the canal should finish at Buckland. We would support the canal being used for non-motorised water sports such as kayaking and paddleboarding. The canal could be a great facility for the residential and outdoor activity centre at Green Park, they could have direct access to canal water sports. This would be a good fit with Halton Parish as the Parish Council will be retaining the sports facilities after the closure of RAF Halton, and we will be actively promoting Halton as a centre for sport in the local area.

8. Having considered the matter at length, Halton Parish Council oppose any change to the current bridge. We recognise that we have been advised of only two prospective options (swing bridge or humpback bridge), but any alternative bridge/road change would have to overcome the issues I have outlined above.

9. I realise that this news will come as a disappointment to your plans, but the Parish Council must plan and protect the village and its residents from any development which will have a detrimental effect to the Parish.

### Parish Council View

Whilst this issue will not impact Wendover residents directly it will present issues for local residents who use the transport links effected. Wendover Parish Council are asked to consider the issues presented in the letter and offer their support for Halton PC by writing to the Chair of the Canal Trust.

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#### FINANCIAL CONSIDERATIONS

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- n/a

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#### LEGAL AND OTHER IMPLICATIONS

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- n/a

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#### PROPOSAL

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- That a letter outlining support of the letter sent by Halton PC be drafted and the precise wording be agreed by Councillors in advance of the letter being sent.



## ITEM 12d – DEVOLVED SERVICES AGREEMENT

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### BROUGHT BY

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Office

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### SUMMARY

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To consider the renegotiated devolved services agreement and authorise the office to sign the agreement for the next 12 months.

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### PARISH COUNCIL BACKGROUND

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#### d) Devolved Services

**PC23/263** A member of the grounds team updated the Council on the current situation and the additional work required to fulfil the new contract. It was noted that this should not be a take it or leave it situation and there needs to be consideration on both sides of the contract.

**PC23/264** It was further noted that the Buckinghamshire Councillors should be engaged to support us with the process. However a current complaint about the Devolved Services process sent via one of the ward Councillors is still outstanding.

**PC23/265** It was also noted that one potential option for the Council was to take on the Churchyard works and this may impact on the ability to deliver the Devolved services, but the money could go towards part time staff or contractors. It was felt by the meeting that we should enter into negotiations with Buckinghamshire Council about this situation,

It was **RESOLVED** to not accept the current agreement as presented but enter into negotiations with Bucks Council and that the office will set up a meeting with the devolved services team with Councillors Gallagher and Walker.

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### DETAILS

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After an initial meeting with the Clerk and Buckinghamshire Council to undertake some fact finding it seems like a lot of the initial concerns have been easily dealt with and the grass cutting map changed.

This negates the need for any further negotiations as the agreement is in line with previous years both financially and the volume of work expected. Details of the agreement is shown in the appendices, including an annotated grass cutting map showing the changes.

### Updates and Considerations

It should be noted that Aylesbury Town Council have decided to not undertake devolved services any more because it is not financially viable, they also undertook work on behalf of other local parishes as a sub contractor.

The agreement is for 12 months only. Work of this nature, requiring capital expenditure and staff should really be on a multi year agreement.

The money for this year has not increased so the Parish Council are still subsidising the work we do to maintain the standard in the area.

### Options

- 1) Given the clarifications to the works which means devolved services works are similar to previous years then it is possible for Wendover Parish Council to sign the agreement.
- 2) We could withhold signing the agreement to discuss money and a multi year deal
- 3) We could sign the agreement as a 12 month agreement to give us time to conduct further negotiations.

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### FINANCIAL CONSIDERATIONS

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- The negotiations do not impact the financing of devolved services and the budget prepared for 24/25

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#### **LEGAL AND OTHER IMPLICATIONS**

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n/a

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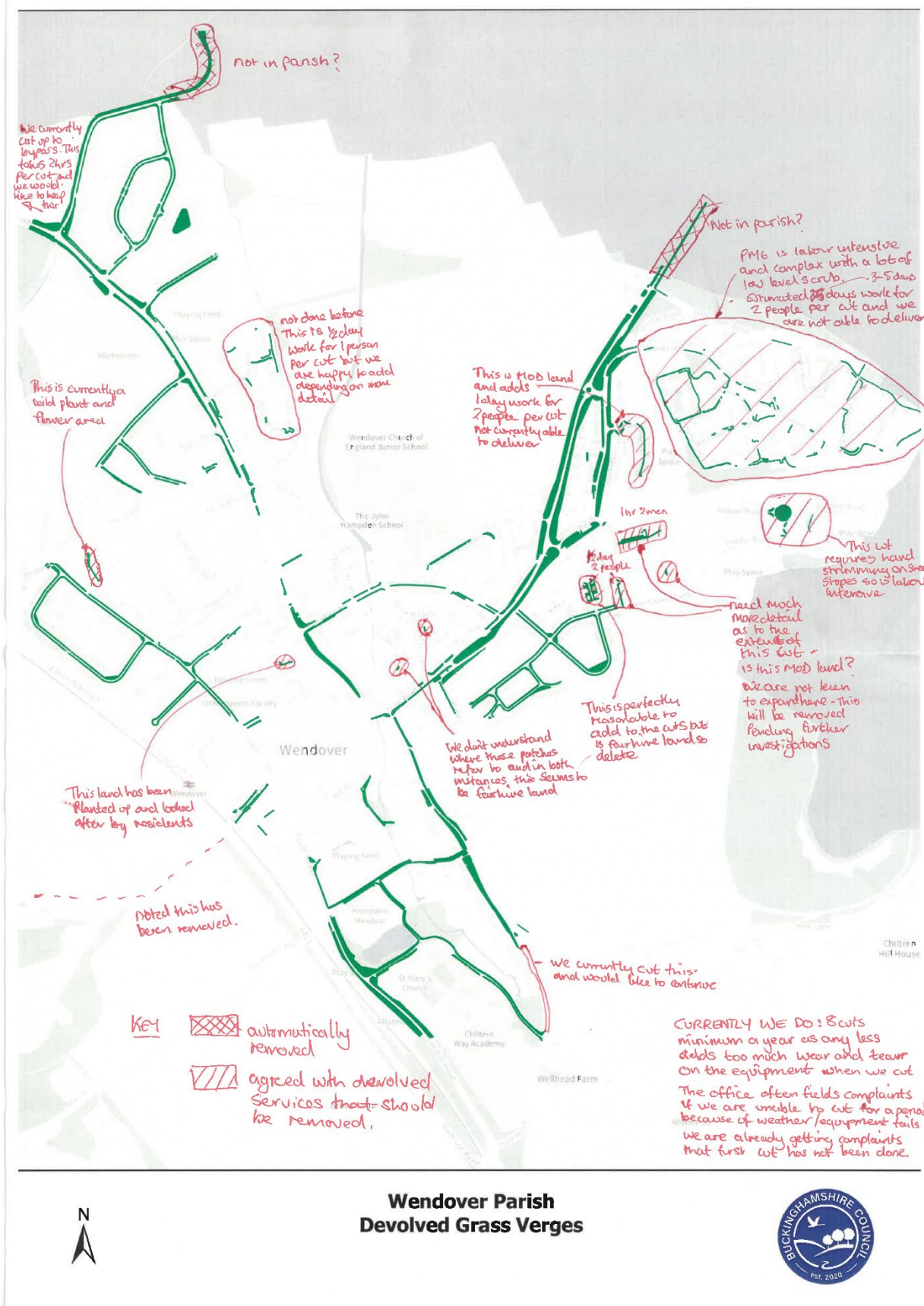
#### **PROPOSAL**

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- **That Wendover Parish Council votes for one of the options and authorises the office to progress and report back to the next Council.**



# Appendix A – amended cutting map





## Appendix B – Agreement

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**THIS AGREEMENT** is made the 1<sup>ST</sup> day of APRIL 2024  
**BETWEEN**

- 1) **BUCKINGHAMSHIRE COUNCIL** (“the Council”) of The Gateway, Gatehouse Road, Aylesbury, Buckinghamshire, HP19 8FF and
- 2) **WENDOVER PARISH COUNCIL** (“the local council”) of The Clock Tower, High Street, Wendover, Bucks, HP22 6DU

### Agreed terms

#### 1 Interpretation & Definitions

1.1 The definitions and rules of interpretation in this clause apply in this Agreement:

**Annual Funding:** the funding (as detailed in clause 6) which the Council will pay the local council on an annual basis.

**Commencement Date:** date this Agreement comes into force.

**Council's Representative:** the Council's Representative appointed under clause 4.

**Devolved Activities:** those activities detailed in the First Schedule of this Agreement.

**Devolved Functions:** means the Functions devolved by clause 3 below.

**Force Majeure Event:** any cause affecting or delaying the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered a Force Majeure Event if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

**Functions:** means powers and duties of a local authority and includes the power to do anything which is calculated to facilitate or is conducive or incidental to the discharge of their functions.

**Local Council's Representative:** the local council's representative appointed under clause 5.

**Service Provider:** the person or persons engaged (whether paid or non-paid) or employed by the local council in order to perform the Devolved Activities.

**Working Day:** Monday to Friday excluding English Bank Holidays.

1.2 The First Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the First Schedule.



**NOW IT IS AGREED** as follows:

## **1 Recitals**

- 1.1 The local council wishes to exercise within its area the Functions of the Council specified in the First Schedule.
- 1.2 The Council is willing to enter into arrangements with the local council pursuant to the Local Government Act 1972 Section 101 and all of the other enabling powers for the provision of those Functions by the local council on the following terms.

## **2 Commencement and Duration**

- 2.1 This Agreement shall come into effect on 1<sup>st</sup> April 2024.
- 2.2 This Agreement shall continue until this Agreement is terminated by either party giving not less than 6 months' notice in writing, the earliest date of which being 1<sup>st</sup> September 2024, or unless this Agreement is terminated in accordance with clause 8.

## **3 Devolvement of Functions**

- 3.1 In consideration of the provisions of this Agreement and pursuant to the above-mentioned powers the Council devolves to the local council and the local council accepts the devolvement of the Council's Functions as respects the administrative area of the local council to enable the local council to carry out the Devolved Activities and subject to the conditions and restrictions referred to in the First Schedule.
- 3.2 Devolvement of the Council's Functions does not include devolvement of the Council's statutory responsibilities to deliver the Functions.
- 3.3 The Council warrants to the local council that it has the statutory powers to undertake the Devolved Functions and that the Council has validly resolved to arrange for the delivery of the Devolved Functions by the local council. The Council shall indemnify and keep indemnified the local council against all losses and claims directly arising from a breach of this clause.

## **4 Council's obligations**

- 4.1 The Council shall appoint the Council's Representative who shall act as the initial point of contact in relation to this Agreement. The Council may replace the representative from time to time where reasonably necessary in the interests of the Council's business.
- 4.2 The Council shall pay the Annual Funding to the local council in accordance with clause 6.

## **5 Local Council's Responsibilities**

- 5.1 The local council shall:
  - a) Perform the Devolved Functions and carry out the Devolved activities;
  - b) Co-ordinate and manage the service delivery, appoint a Local Council Representative who shall act as the initial point of contact in relation to this Agreement. The local council may replace this representative from time to time where reasonably necessary in the interest of the local council's business.
  - c) Provide the Council Representative, by the Commencement Date, with an email address and contact telephone number for the Local Council Representative (or the replaced representative).
  - d) Have in place a process to ensure that formal complaints [from the members of the public or the Council] received with reference to the Devolved Functions are



recorded, monitored, and managed appropriately (Appendix D gives an example of the data presently recorded by the Council).

- e) Appoint a Service Provider, on an employment basis or by engaging a contractor or volunteers or utilise local council resource, in order to ensure provision of Devolved Activities.
- f) Attend any necessary meetings with the Council as are required, one of which will be the Safety Awareness Overview, attendance of which is mandatory by the Local Council's Representative and at least one Parish Operative responsible for undertaking devolved activities.
- g) Monitor the standards of the Devolved Activities performed by the local council, ensuring that the minimum standards required by law and those stated in the First Schedule are met.
- h) Share the local council's Annual Report (by 31<sup>st</sup> May each year) with the Council. This should include:
  - i. Details of how any complaints have been made and how they were resolved.
  - ii. Details of how the local council has expended the Annual Funding.

5.2 The local council warrants to the Council that they have read and understood, and raised any matters not understood to the Council, the following documents viewable and downloadable via a link to the Council's SharePoint folder which has been provided by the Council:

- i. Devolved Services – Identifying, Managing & Monitoring Risk
- ii. Hedge Cutting Process flowchart (2023)
- iii. HSE Employers' Liability (Compulsory Insurance) Act 1969 - A brief guide for employers
- iv. Insurance guidance for Local Councils
- v. Method Statements
- vi. Devolution First Schedule
- vii. Technical Clarification
- viii. Agreement Appendices
- ix. Noxious Weeds information
- x. Buckinghamshire Highways Guidance for Street Lighting
- xi. FAQ's
- xii. Bus Stop Information Sheet

The local council representative will cascade information from the above documents to their staff, Service Provider, sub-contractors and/or volunteers as extensively as possible.

5.3 The local council represents that [*either*] [it is an "eligible parish council" for the purposes of section 8 Localism Act 2011] *or* [it has an express statutory power to carry out the Delegated Activities]

## 6 Funding

6.1 The Council shall pay to the local council the Annual Funding as follows:

2024-2025 **£19,198.21** 1<sup>st</sup> April 2024

6.2 Subject to clause 8, in the event of this Agreement being terminated by either party howsoever arising the local council shall return to the Council any part of the Annual Funding paid to the local council that remains unspent within that funding year within 14 days of any such request being made by the Council and the unspent funding shall be that amount that remains unspent at the date of the Council's request.





6.3 For the purpose of clause 6.2, all unspent funding at the time of the Council's request shall be returned to the Council save that which the local council is contractually obliged to pay to a Service Provider at the time of the Council's request.

## 7 Insurance and Indemnity

7.1 The local council shall put in place public liability indemnity insurance of £10,000,000 together with the appropriate employer's liability insurance and inform its insurers of its involvement of the arrangement in this agreement. Where a Service Provider is contracted on a service contract for the provision of the Devolved Function, the local council must ensure that the Service Provider also has this type and level of indemnity.

7.2 The local council shall, up to the public liability indemnity as detailed in clause 9, indemnify and keep indemnified the Council and its respective councillors, employees, agents, officers or sub-contractors against all losses and claims where the Council is legally liable for any injuries (including death, illness and disease) or physical damage of any type to any person or property whatsoever which may arise out of or in consequence of the execution of this Agreement, breach of any of the provisions of this Agreement, in respect of the Devolved Functions and/or the performance of the Devolved Activities and against all (but not limited to):

- i. Claims; or
- ii. Demands; or
- iii. Proceedings; or
- iv. Damages; or
- v. Costs; or
- vi. Charges; or
- vii. Liabilities; or
- viii. Losses; or
- ix. Actions; or
- x. Expenses whatsoever in respect thereof or in relation thereto.

The local council and the Council agree to provide prompt notice to the other of any such claim. The Council shall have the right to control the defence of any such claim subject to the conditions of the local council's insurance provider. Nothing in this clause shall restrict or limit or fetter the Council's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity and this indemnity shall not cover the Council to the extent that a claim under it results solely from the Council's own negligence or wilful misconduct.

## 8 Termination

8.1 This Agreement may without prejudice to the Local Government Act 1972 Section 101(4) be terminated with immediate effect should either party have to utilise clause 8.2 of this Agreement.

8.2 Without prejudice to any other rights or remedies which the parties may have, either party may terminate this Agreement immediately on giving notice to the other if:

- a) **The other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment; or**
- b) **The other party commits a breach of any of the terms of this Agreement and if such a breach is remediable fails to remedy that breach within 30 days of that party being**



notified in writing of the breach. The parties may agree a longer term, in writing, on a case-by-case basis; or

- c) **The other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the reasonable opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement.**

8.3 On termination of this Agreement for any reason:

- a) **The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination; and**
- b) **Clauses which expressly or by implication have effect after termination shall continue in full force and effect, including the following clause 9 (Limitation of liability).**

## **9 Limitation of liability**

9.1 This clause 9 sets out the entire financial liability of the Council and the local council (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the other in respect of:

- a) **Any breach of this Agreement however arising**
- b) **Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.**

9.2 Nothing in this Agreement limits or excludes the liability of the Council or the local council:

- a) **For death or personal injury resulting from negligence; or**
- b) **For any damage or liability incurred by the local council or the Council as a result of fraud or fraudulent misrepresentation by the other party.**

9.3 Subject to clause 9.2:

- a) **The Council or the local council shall not under any circumstances whatever be liable for:**
  - i. **Loss of profits; or**
  - ii. **Loss of business; or**
  - iii. **Depletion of goodwill and/or similar losses; or**
  - iv. **Loss of anticipated savings; or**
  - v. **Loss of goods; or**
  - vi. **Loss of contract; or**
  - vii. **Loss of use; or**
  - viii. **Loss of or corruption of data or information; or**
  - ix. **Any special, indirect, consequential, or pure economic loss, costs, damages, charges or expenses.**

9.4 The Council's and the local councils' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall in all circumstances be limited to the amount of Annual Funding provided that for the avoidance of doubt this clause 9.4 shall not apply to the indemnities at clauses 3.3 and 7.2 of this Agreement.

## **10 Entire Agreement**

10.1 This Agreement constitutes the entire Agreement between the parties and supersedes and extinguishes all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of this Agreement.



- 10.2 Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.
- 10.3 Nothing in this clause shall limit or exclude any liability for fraud.

## **11 Assignment**

- 11.1 The local council shall not, without the prior written consent of the Council, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under this Agreement providing that for the avoidance of doubt this clause does not prohibit the subcontracting of the undertaking of the Devolved Activities to a Service Provider.
- 11.2 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

## **12 Confidentiality and the Council's/Local Council's Property**

- 12.1 Subject to clause 12.2 and except as may be necessitated by law or enforcement agencies the Council and the local council shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the other party, its employees, agents, consultants or sub-contractors and any other confidential information concerning (as the case may be) the Council's or the local council's business for its products which the other party may obtain.
- 12.2 The Council and the local council each acknowledge that the other party is subject to the requirements of the Environmental Information Regulations 2004 (EIR) and the Freedom of Information Act 2000 (FOIA). Each party shall take reasonable steps to notify the other party of any requests it receives for confidential information relating to the Devolved Activities and shall have due regard to any representations made by the other party when considering the disclosure of information under the EIR and FOIA.

## **13 No Partnership or Agency**

- 13.1 Nothing in this Agreement is intended to, or shall operate to, create a legal partnership between the parties.
- 13.2 Nothing in this Agreement is intended to, or shall operate to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power) provided that nothing in this clause shall restrict the proper and lawful performance of the Devolved Functions by the local council in accordance with the other terms of this Agreement.
- 13.3 This Agreement will operate to the mutual benefit of both parties.

## **14 Rights of Third Parties**

A person who is not a party to this Agreement shall not have any rights under or in connection with it.



**15 Variation**

This Agreement may be varied from time to time by agreement in writing between the parties.

**16 Monitoring**

The Council will monitor the Devolved Activities performed by local councils and feed back to them any items which it feels require their attention. Monitoring will be performed on the Councils behalf by the Buckinghamshire Highways Inspectors and Local Area Technicians (LATs), who will do this activity as part of their duties while travelling the county, working with local councils to provide advice and guidance to resolve any items which they feel require attention.

**17 Good Faith and Collaborative Working**

The parties shall at all times act in good faith towards each other and shall establish, develop and implement a collaborative relationship based on trust, fairness and mutual co-operation, and shall freely share information, with the objective of enabling the local council to effectively provide the Devolved Activities for the benefit of the local council’s administrative area.

..... Authorised Signatory of **Buckinghamshire Council**

..... PRINT NAME

Date: .....

..... Authorised Signatory of the **Local Council**

..... PRINT NAME

Date: .....

..... Authorised Signatory of the **Local Council**

..... PRINT NAME

Date: .....



**THE FIRST SCHEDULE –**

**A link to this document outlining Devolved Functions and all other supporting documents to this agreement as outlined in clause 5.2 will be emailed to the Local Council Representative at the same time as sending the Devolution Agreement for signing (this is due to the size of the document being too big to email).**

**The Local Council is advised to read and download a copy of this document for reference.**



## **APPENDIX A**

### **Charity Event Signage**

Charity event signage will only be permitted if a request for permission is made and approved and subject to the sign permit general conditions.

All requests must be sent to the Local Council Clerk and each request considered on its merits and in light of general conditions.

If a request is approved, the approved letter should be sent to the applicant on Local Council headed stationery.



## Charity Event Signage - Approved Letter Template

Dear *[name]*

### **TEMPORARY SIGNING FOR LOCAL EVENTS**

Permit No *[number]* for a two-week period up to *[dd/mm/yy]*

I write to inform you that permission has been granted to place signs at the following locations:

- *[Location name]*
- *[Location name]*
- *[Location name]*
- *[Location name]*

As you know, we undertake not to remove these signs so long as the promoter complies with the permitted conditions, which are attached.

Yours sincerely,

Local Council Clerk  
*[Local council name]*



### Charity Event Signage – Sign Permit General Conditions

1. Signs are not to be erected more than two weeks before the event and are to be taken down immediately after the event.
2. The signs are to be confined to the immediate locality of the event and shall be positioned as far back from the edge of the carriageway as possible at each location. A maximum of 4 signs only are allowed per event.
3. The signs should be at least 1 metre from any junction and not obstruct any visibility splay, footway or vehicular access; nor shall they be placed in such a position as to contravene any traffic regulation order or impede fire hydrants, inspection covers or Statutory Undertakers' apparatus.
4. The signs are to be freestanding and on no account are they to be attached to road signs, lamp columns, street furniture, etc.
5. The maximum size of the signs is to be 1.0 square metre.
6. The signs should be properly constructed and fit for the purpose and on removal the highway shall be left in a clean and tidy condition and any damage shall be repaired to the satisfaction of the highway authority.
7. The location of any Statutory Undertaker's plant must be ascertained prior to the erection of signs.
8. Any claim on the Local Council resulting from any incident involving the signs will be referred to the person/organisation that erected the signs. It is advisable that suitable cover against any such claim is provided by an appropriate insurance policy.

Failure to comply with any conditions specified in this permission will result in the removal of the signs and, in accordance with Section 149 of the Highways Act 1980, any costs incurred may be recovered from the promoting body.





## **APPENDIX B**

### **Hedge Cutting**

Section 154 Highways Act 1980 states that cut-back is required where a hedge, tree or shrub overhangs a highway or any other road or footway to which the public has access so as to endanger or obstruct the passage of vehicles or pedestrians, or obstructs or interferes with the view of drivers or vehicles or the light from a public lamp, or overhangs a highway so as to endanger or obstruct the passage of horse-riders.

Most hedges that front public highways are the responsibility of the frontager. The frontager can be a private householder within, for example, a residential area, can be a farmer in rural areas, or could be a company. The owner is rarely the Council unless they are the owner of the land to which the hedge forms a boundary.

Overgrown hedges can cause all manner of problems to highway users, ranging from obstruction of sightlines at junctions to inconvenience to pedestrians walking along footways and footpaths.

The local council's role is to ensure that frontagers/landowners/occupiers responsible for overgrown hedges maintain them to avoid such problems. Normally, a telephone call or a politely worded letter to the frontager is sufficient and often achieves the desired action. However, in some cases it may be necessary to serve what is known as a Hedge Cutting Notice under the Highways Act 1980, although this course of action is potentially confrontational and time consuming. The friendly approach is normally the preferred option.

In many cases frontagers may not be aware of their responsibilities for maintaining hedges and it quite often comes as a surprise when they are asked to carry out maintenance. Therefore, local councils are encouraged to communicate these responsibilities to frontagers where hedge maintenance may be causing problems.

In the first instance, frontagers/landowners should be identified/found and, if appropriate, issued a letter. If they cannot be found or they have not cut the hedge (and this priority work is still required) or they are identified as the Council, local councils are required to cut-back the hedge.

- Avoid activity during bird nesting season. This is generally considered to be between 1<sup>st</sup> February and 31<sup>st</sup> August but can change dependent upon seasonal variations.
  - a. Site Assessment required for nesting birds if necessary to cut during nesting season.
- Safety: hedges should be cut-back to prevent any overhang of pedestrian areas (footways) or trafficked areas (carriageway). When cutting-back it is common sense to cut-back further where practicable to avoid repeat visits.
- Signing: the general rule is that signs should be visible/legible to a driver from a distance of 50m back (from the drivers' position) within the carriageway. Cut-back activities should bear this in mind.
- Specific, individual cut branches should be removed from site rather than chipped or stacked.
- Hedges can be cut mechanically.



## Hedge Cutting Process

1. Identify the frontager/landowner.
  - a. If they prove to be untraceable, contact the Highways Devolution Officer, who may be able to assist.
  - b. If they prove to be the Council, required works should be performed without any letter or notice requirements.
2. Send an initial letter (as per Agreement, Appendix B, Hedge Cutting Letter Template 1) to frontager/landowner to request that they deal with the overhanging vegetation that is causing an obstruction and/or danger to the public highway.
  - a. Frontager/landowner get 14 days to respond to the initial letter.
3. If no response is received within 14 days, send a reminder letter (as per Hedge Cutting Letter Template 2).
  - a. If no response received within 14 days contact BC Highways Devolution Officer to arrange for the issue of a final letter and warning of potential Enforcement Notice to the landowner / frontager should work not be undertaken.
4. BC Legal issue Enforcement Notice
  - a. Frontager/landowner gets 14 days to complete works or 21 days to appeal the Notice (The Enforcement Notice is issued under section 154 of the Highways Act 1980, which allows the party served 21 days to appeal to the Magistrates Court, meaning that even though we can give 14 days to carry out the works, the works can't be undertaken until the full 21 days has expired as they need to be given the full notice period to appeal).

\*BC Devolution Officer requires the following information to issue an Enforcement Notice:

- The approximate highway encroachment/obstruction caused
- The specific action needed e.g. hedge cut back by at least a metre
- Copies of all previously communication with frontage/landowner plus photos.

The Enforcement Notice will state that if they fail to comply, the council may undertake the works and recover from the frontager/landowner the costs reasonably incurred in doing so, including the costs associated with the drafting and serving of the Notice. If the notice is not complied with the council reserves the right to undertake the work outside of normal working hours if required, which may involve contractor overtime rates being applied. Any claims for injury or loss as a result of obstruction by vegetation growth or any other reason will be passed on to the frontager/landowner to settle. The Council will also seek damages for any damage to the highway affected by failure to maintain the resident's land. Also, the Notice highlights that under Section 148 of the Act they are required to ensure the highway is left clear of all debris following any cutting/felling operations the frontage/landowner undertakes.

Should the frontage/landowner not pay the invoice (within your statement payment terms), the invoiced costs can be recovered (as a civil debt within the small claims court).



**Hedge Cutting Letter Template 1**

[Name or 'The Occupier']

[Address]

**IMPORTANT - THIS NOTICE AFFECTS YOUR PROPERTY**

**HIGHWAYS ACT 1980, SECTION 154 – OVERGROWN HEDGE CAUSING A DANGER OR NUISANCE**

**Relevant Property / Location \*\*\*\*\***

Dear [Name or 'The Occupier']

Following [an inspection at the above-mentioned site] [a recent complaint to this office] I write to advise you that the [tree(s), hedge(s), shrub(s)] identified in yellow on the attached map overhang[s] the [highway], [road] or [footpath] to:

1. **Endanger or obstruct the passage of vehicles or pedestrians, and/or**
2. **Obstruct or interfere with the view of drivers or vehicles, and/or**
3. **Obstruct or interfere with light from a public lamp, and/or**
4. **Potentially cause danger to the [highway], [road] or [footpath]**

We have attached photographs highlighting the issue.

Please make arrangements to undertake work to cut back the vegetation **within fourteen days** of the date of this letter so the hedge is in line with your property boundary, the full width of the footway is available for pedestrian use and no lighting is interfered with.

Hedges incorporating trees should be cut back so that no vegetation overhangs the footway below a height of 2.5m; this is to ensure highway users have unhindered passageway. If the tree is subject to a Tree Preservation Order or is within a conservation area, you are advised to discuss the works in advance with Buckinghamshire Councils Planning Team.

Please do not ignore this letter. If you are not the owner of the property, please pass it onto the relevant person and contact us with the details of the person you feel is the responsible party.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours faithfully,

[Officer Name]

[Officer Position]

**Hedge Cutting Letter Template 2**

**IMPORTANT - THIS NOTICE AFFECTS YOUR PROPERTY**

**HIGHWAYS ACT 1980, SECTION 154 – OVERGROWN HEDGE CAUSING A DANGER OR NUISANCE**

**Relevant Property / Location \*\*\*\*\***



Dear *[Name or 'The Occupier']*

Further to my previous correspondence dated XXX and following a subsequent site inspection at the above-mentioned location, I write to advise you that no works have been undertaken and the *[tree(s), hedge(s), shrub(s)]* identified in yellow on the attached map *[is/are]* likely to cause danger by falling on the public highway.

I attach photographs we took on our last inspection along with images dated\*\*\*\*\*

You are required to undertake work to cut back the vegetation **within FOURTEEN days** of the date of this letter so that it no longer causes a danger/and or obstruction to highway users. Should we receive no response from you following your receipt of this letter and a further site inspection by our team confirms that no works have taken place, we will forward all correspondence to Buckinghamshire Council's Highway Enforcement Team for further action.

Failure to act could lead to works being undertaken by Buckinghamshire Council and the full costs being charged to you under the Highways Act 1980 by court order.

Yours *[sincerely/faithfully]*

*[Officer Name]*

*[Officer Position]*



## APPENDIX C

### Procedure for removal of illegal signs in the public highway

Notwithstanding the Councils' right and obligation to ensure the highway is safe, it is not permitted to damage private property in achieving this aim, even if it is in, on or encroaching into the highway. Should an incident occur and be attributable to a 'private' obstruction on the highway, the person owning the obstruction is liable.

As long as reasonable care is employed during its' removal and the sign is undamaged, no liability lies with the remover. Given that the owner has placed the sign in a public space (i.e. on the highway) the burden of proof on it being damaged during its' removal lies with the owner, not the remover. We emphasise that you must employ reasonable care.

If an illegal sign is so embedded into the highway (including any supports) that removing it effectively destroys it, it should not be removed and should be reported to the Highways Devolution Officer and the Local Area Technician for action.

1. If the owner is known, advise them of their liability and notify them that they have 7 days to remove the sign. This 'advice' can be performed either verbally or in writing. If verbally, you must note when this occurred and what was said.
2. If the owner is unknown, affix the notice letter to the sign stating that this sign is illegal, in accordance with the Highways Act 1980, and will be removed within in 7 days.
  - a. The sign owner gets 7 days to remove the sign.
3. If the sign is not removed within 7 days, it should be carefully removed and held in storage (for 28 days).
4. **If the signs are not collected within 28 days, they can be disposed of appropriately.**
5. **Should offenders persist in placing illegal signs the matter should be referred to the Highways Devolution Officer and the Local Area Technician. BC retains the right to take whatever legal action it considers appropriate.**



## Illegal Sign Notice/Letter Template

***[Name – if known]***

***[Address – if known]***

SECTION 149 HIGHWAYS ACT 1980

IMPORTANT – THIS COMMUNICATION AFFECTS YOUR PROPERTY

**Dear *[Name]***

ILLEGAL SIGN[S] – *[Location]*

Following *[an inspection at the above-mentioned site]* *[a recent complaint to this office]* I write to advise you that the signs[s] you have erected overhang[s] the *[highway]*, *[road]* or *[footpath]* *[and/or obscures official highway signs]* so as to:

1. Endanger or obstruct the passage of vehicles or pedestrians, and/or
2. Obstruct or interfere with the view of drivers or vehicles, and/or
3. Obstruct or interfere with light from a public lamp, and/or
4. Potentially cause danger to the *[highway]*, *[road]* or *[footpath]*

Should an incident occur and be attributable to the obstruction[s] (mentioned above), the person owning the obstruction is liable.

Please confirm to me, as soon as possible, and within 7 days of the date of this notice, that *[it/they]* *[has/have]* been removed. If the sign[s] *[is/are]* not removed within 7 days, *[it/they]* will be removed and held in storage (for 28 days) to be reclaimed. If they are not collected within 28 days, they will be disposed of.

To avoid the need for further action your co-operation in this matter is greatly appreciated. Should you wish to discuss this matter please contact me on the above telephone number.

Yours *[sincerely/faithfully]*

***[Officer Name]***

***[Officer Position]***



Buckinghamshire  
Highways



### Data gathering of complaints received by Town and Parish Councils – Appendix D

**Name of Town or Parish Council:**

<b>Received</b>	<b>Customer</b>	<b>Location of report</b>	<b>Report information</b>	<b>Action taken</b>	<b>Assistance from Bucks Highways</b>	<b>Customer response</b>	<b>Resolved – date and how?</b>
1.7.2024 EXAMPLE	Mr Smith, 24 High Street, Iwer Tel: xxx Email: xxx	High Street verge outside kebab shop	Grass has not been cut this year	Grass due to be cut next week 7.7.24	Not required as urban and devolved	Customer emailed back	Grass was cut 14.3.24



**Name of Town or Parish Council:**

Received	Customer	Location of report	Report information	Action taken	Assistance from Bucks Highways	Customer response	Resolved – how?