

Sandy Town Council

To: Cllrs P N Aldis, P Blaine, S Doyle, A Gibson, J Hewitt, A M Hill, W Jackson, T Knagg, R Lock, C Osborne, M Pettitt, M Scott, P Sharman, S Sutton and N Thompson

You are hereby summoned to attend a meeting of Sandy Town Council to be held in the Council Chamber at 10 Cambridge Road, Sandy, Bedfordshire on Monday 9 December 2019 commencing at 7.30pm for the purpose of transacting the items of business below



Chris Robson
Town Clerk
10 Cambridge Road
Sandy
SG19 1JE
01767 681491
3rd December 2019

MEMBERS OF THE PUBLIC AND PRESS ARE WELCOME TO ATTEND THIS MEETING

A G E N D A

1 Apologies for Absence

To receive any apologies for absence.

2 Declarations of interest and requests for dispensations

Under the Localism Act 2011 members of Council are not required to make oral declarations of interest at meetings but may not participate in discussion or voting on any items of business in which they have a Declarable Pecuniary Interest (DPI) and under Sandy Town Council's Standing Orders must leave the room for the duration of all discussion on such items. (All members' register of interests are available on the Sandy Town Council website or on application to the Clerk.)

*This item is included on the agenda to enable members to declare new DPIs and also **those who wish to do so** may draw attention to their stated DPIs and also any non-declarable personal interests which they have declared under Sandy Town Council's adopted Code of Conduct and which may be relevant to items on the agenda.*

- i) Disclosable Pecuniary Interests*
- ii) Non Pecuniary Interests*
- iii) Dispensations*

3 Public Participation Session

To receive questions and representations from members of the public.

Sandy Town Council

4 Minutes of previous Town Council meetings

To receive the Minutes of the meeting of Sandy Town Council held at 7.30pm on Monday 28 October 2019 and the extraordinary meeting of Sandy Town Council held at 7.30pm on Monday 11 November 2019 and to approve them as a correct record of proceedings.

5 Minutes of committees and recommendations therein

To receive and note the minutes of the meetings of the following committees and sub-committees and (if applicable) to approve recommendations therein which do not arise elsewhere.

- i) Development Scrutiny Committee held on 4 November 2019 and 25 November 2019
- ii) Community, Services and Environment Committee held on 4 November 2019
- iii) Policy, Finance and Resources Committee held on 25 November 2019

RESOLVED to RECOMMEND that the Council becomes a member of the Rural Services Network at a cost of £150 per year. That the Council review the benefits it has received from being a Member after a 12-month period.

6 Financial Matters

- i) To note a balance sheet and detailed financial report showing income and expenditure against the revenue budget for the year to October 2019 (previously circulated and scrutinised at a meeting of the Policy, Finance and Resources Committee on 25 November 2019).
- ii) To note a budget overview report (previously circulated and scrutinised at a meeting of the Policy, Finance and Resources Committee on 25 November 2019).
- iii) To note a list of payments made since the last Town Council meeting (previously circulated and scrutinised at a meeting of the Policy, Finance and Resources Committee on 25 November 2019).

7 Reports from Central Bedfordshire Councillors

To receive reports from Sandy's Central Bedfordshire Councillors.

Sandy Town Council

- 8 Action List**
To receive any updates and note the action list. Appendix I
- 9 CB/SN/19/0094 27A Kings Road, Sandy, SG19 1EJ**
To further consider the naming of a new street. Appendix II
- 10 Electrical Car Charging Points**
To receive and consider a proposal on the installation of electric charging points in the Council's car park. Appendix III
- 11 Police Engagement Report**
To receive and note feedback from the Police on community engagement carried out in the Market Square, Sandy. Appendix IV
- 12 Consultation on Strengthening Police Powers**
To receive a report on strengthening police powers to tackle unauthorised encampments. Appendix V
- 13 Consultation on Ward Boundaries for Central Bedfordshire**
To receive information on the consultation for proposals for new council wards and ward boundaries for Central Bedfordshire Council. Appendix VI
- 14 Polling Places, Polling Districts and Polling Stations Review**
Review of Central Bedfordshire polling districts and places. Appendix VII
- 15 Sandy Centre Group Representative**
To appoint a representative to the Sandy Centre Group.
- 16 Reports from Representatives on Outside Bodies**
- i) To receive a report from Cllr Pettitt on the 2019 NALC conference. Appendix VIII
 - ii) To receive a report from Cllr N Aldis on the Councillor Surgery held on 25th October 2019. Appendix IX
 - iii) To receive a report from Cllr M Hill on the Talk of the Town Minibus. Appendix X
 - iv) To receive a report from Cllr M Hill on Sandy Sports and Leisure Association. Appendix XI
 - v) To receive a report from Cllr M Hill on Sandy Twinning. Appendix XII
 - vi) To receive a report from Cllr A Gibson on the Sandy Carnival Committee. Appendix XIII

Sandy Town Council

17 Mayor's Engagements

To note a list of recent Mayor's civic engagements carried out since the last meeting of Council:

Sunday 10 November 2019 – Sandy Remembrance Day Service

Sunday 17 November 2019 – Road Victims Trust Service of Remembrance

Friday 22 November 2019 – Godmanchester Civic Supper

Saturday 23 November 2019 – Higham Ferrers Christmas Sparkle

Wednesday 27 November 2019 – Rushden Italian Night

Thursday 28 November 2019 – Sandy Secondary School Graduation Evening

Sunday 1 December 2019 – Sandy Christmas Lights Switch on Event

Tuesday 3 December 2019 - Kettering Gin Tasting

Saturday 7 December 2019 - Leighton Linlade Carol Concert

Wednesday 11 December 2019 - Raunds Carol Service

Sunday 15 December 2019 - Bedfordshire Borough Council Civic Carol Service

Tuesday 17 December 2019 - Bedfordshire Police Christmas Service

Friday 20 December 2019 - Huntingdon District Council Carol Service

Saturday 21 December 2019 - Sandy Carols by Candlelight at St Swithun's Church

18 News Release

19 Chairman's Items

20 Date of Next Full Council Meeting: 20 January 2020

AGENDA ITEM 8

APPENDIX I

Town Council - Action list

Subject	Action to be taken		Response/ Agenda no.
	Minute	Action	
Meeting 9/11/15			
East West Rail Link	(89-15/16)	Town Council strongly support the East West rail link coming through Sandy and to lobby the relevant authorities.	Town Council has responded to the first stage of the consultation. No further updates. Decision on route postponed until start of 2020.
Meeting 21/5/18			
A1 – Local Issues	(19-18/19)	To push for decisions on the future of the A1 and action on safety and environmental issues.	<p>Clerk attended meeting with SG19, Cllr Stock and Cllr I Dalgarno to put forward concerns previously expressed and communicated to A. Burt.</p> <p>A1 issues submitted to A Burt again for handover to newly elected MP. Meeting to be set up with new MP as soon as is feasible.</p>
Meeting 17/12/18			
Sandye Place Academy	(142-18/19)	That the Town Council place on record its opposition to any future residential development on the site and all other aspects the site could be used for as highlighted in the Council’s Community Plan and that CBC Ward Councillors support the Council’s position.	<p>The Council has met Mr Keaveney and continued to engage with CBC to put forward residents concerns and Sandy’s needs as part of CBC’s Option Appraisal for its Sandy Sites (SPA, Secondary School, New Road). Notes circulated to Members.</p> <p>Anticipated that the options appraisal work will be finished in January 2020.</p>

SANDY TOWN COUNCIL**DATE: 9 December 2019****AUTHOR: Town Clerk****SUBJECT: Street Naming 27A Kings Road, Sandy****1. Summary**

- 1.1 The Town Council was previously asked to consider the naming of 5 new houses to be built at 27A Kings Road, Sandy, SG19 1EJ.
- 1.2 The Council initially suggested that the new dwelling should form part of Kings Road and did not warrant a new street name. Central Bedfordshire Council (CBC) responded to say that in line with Highway policies, a new name was required for the houses, which would not be considered part of Kings Road.
- 1.3 Residents put forward naming suggestions linking to the history of the site, which served as a GP Surgery. 'Doctors Close' was therefore submitted as a name due to its local historical connection to the site and fitting the CBC street naming guidelines.
- 1.4 CBC have contacted the Clerk to state that the developer did not agree with the suggested 'Doctors Close' and have now submitted 'Royal' for consideration by the Town Council.

2. Information

- 2.1 Under the street naming process CBC presented the Council's suggested street name to the developer for consideration. The developer rejected the name and has in turn suggested an alternative name for Council's consideration. The developers did not feel that the suggested name was an attractive sounding name to potential buyers.
- 2.2 If an agreement cannot be reached between the developer and the Town Council, it falls on the Director of Regeneration and Business at CBC to take an impartial view and make the final decision.
- 2.3 The Council is asked to consider the developer's suggestion of 'Royal' for the naming of the new street. Members are asked to respond to CBC in one of three ways;
 - 1) Approve the suggestion of 'Royal' for the name of the street.
 - 2) Reject the suggestion of 'Royal' and put forward an alternative name/s for consideration by the developer.
 - 3) Reject the suggestion of 'Royal' and retain the suggestion of 'Doctors' asking that this be presented to CBC's Director of Regeneration and Business to be decided on against the developer's submitted name of 'Royal'.

SANDY TOWN COUNCIL

DATE: 9 December 2019
AUTHOR: Town Clerk
SUBJECT: Electric Car Charging Points

1. Summary

- 1.1 The Council previously considered the installation of two electric car charging points in the Council's car park. The matter was not progressed at the time due to the capital costs that would have needed to be incurred by the Town Council to have the points installed.
- 1.2 Following the recent closure of the Days Inn, the electric charging point that was situated there has been decommissioned. The loss of this charging point means that the nearest charging points to Sandy are now located at Wyboston Lakes or Baldock Services. The Town Council received some emails of concern about the loss of the charging point and the Clerk asked Chargemaster who were responsible for the Days Inn charging point, to review provision of points in the Council's car park.
- 1.3 As a result of a desk top review, Chargemaster has indicated that they would now consider installing charging points in the Council's car park under their fully funded scheme, whereby the Council acts as a host for the charge points.
- 1.4 Attached to this report is a proposed hosting agreement, and Members are asked to review the agreement and advise whether they would like to progress with a view to getting charging points installed.

2. Recommendation

- 2.1 It is recommended that the Council agree to Chargemaster carrying out a full site survey with a view to signing a hosting arrangement for charging points in the Council's Car Park. That a proposal with site plans be presented to Council for approval.
- 2.2 It is recommended that the Council express its preference that the grid connection for the charging points be separate to the Council's supply.

3. Hosting Agreement

- 3.1 This report does not duplicate the information in the hosting agreement, which is attached to this report, however key points from the agreement are summarised below;
 - Prior to the installation of any charge points, a full site assessment must be completed by Chargemaster (BPCM).

- Following this site assessment, the parties (STC and BPCM) shall jointly decide if the site is suitable and what the appropriate grid connection and electricity supply will be.
- STC shall provide all relevant information requested by BPCM for the purposes of completing the site assessment to ensure charge points can be installed and make economic sense.
- BPCM will provide a site location plan for approval following the site assessment.
- STC would need to obtain any permissions needed. (As it is STC land, there should not be any further permissions required).
- Once agreement on installing the points is reached, BPCM would make a payment of £10 to STC for the hosting agreement.
- STC retains control, possession and management of the charging point site. BPCM will only occupy the site as a licensee and no relationship of landlord and tenant is created.
- The hosting agreement means STC grants a license for the installation of points and access to BPCM for their maintenance etc. BPCM are providing the charging point and incurring the installation costs.
- STC would not be able to engage another party to install or operate any other charging points on this site during the length of the hosting agreement with BPCM.
- The agreement would be for 7 years. Following this, it would automatically run into a new agreement for a further 3 years unless written notice expressed by either party to allow the agreement to expire.
- The agreement can be terminated by parties for a number of reasons which are set out on pages 14 and 15 of the hosting document.
- Section 3.3.4, 3.3.5, 4.1.2 and 4.1.3 of the agreement refer to the electricity supply for the points and the electricity costs.
- If it is agreed that STC supply the electricity to the Charging Point, a maximum cost of electricity (£0.14p/kWhr) will be applied to BPCM's obligation to reimburse STC. Maximum cost could be reviewed under exceptional circumstances ie if a large nationwide increase in electricity costs were to occur. BPCM will then liaise with the Council's electricity supplier to arrange the grid connection.
- The Council currently pays £0.1265p/kWhr for 10 Cambridge Road.
- Alternatively, if it is agreed that Chargemaster are responsible for arranging the grid connection and supply separate to the Council, this would be preferential.

- The electricity supply is decided following the site assessment. If the site has sufficient power, it is normally suggested to use that supply as that keeps costs down and is more likely to come within BPCM's budget for funded charge points.
- If STC's preference was for a new connection, a quote can be requested from the DNO and if that option is within their budget, BPCM would pursue this course of action.
- At the stage of signing a hosting agreement, STC would not be committing to an option and the supply is something that would be discussed at the point of survey. A final decision would not be made until the survey documents were signed off.
- If as a result of work being undertaken on the site by STC, access to the charging point would be unavailable for a period of 1 month, or longer if agreed in writing. A charge of £150 per week payable by STC will be applied at the end of the agreed period.
- The charging point will not be considered a fixture of the site and BPCM could remove the charging point from the premises at any time.
- If at any time after the initial 12 months BPCM consider the charging point to be uneconomical it could, at its own cost, decommission and remove the charging point and make good any damage caused by its removal.

BPCM Responsibilities;

- 1) Maintenance, alterations and repair (apart from should repair be as a result of actions or damage by STC).
- 2) If STC is responsible for the electricity supply to the charging points BPCM will provide STC with monthly usage reports in relation to charging points and reimburse STC within 28 days of receiving an invoice.
- 3) IF BCPM is responsible for the electricity supply as per 3.3.5, it will bear the cost of the electricity supplied directly.
- 4) The discharge of any business rates and will protect the host from any rate liabilities should it be invoiced directly for them
- 5) Signage for charge points
- 6) Monitoring of usage and reporting of usage back to STC (if needed for electrical charge reimbursement)
- 7) Insurance of charging points

STC Responsibilities;

- 1) If STC is responsible for the electricity supply, it will need to reimburse BPCM for monthly electricity costs based on usage reports received from BPCM.
- 2) Cleaning and maintaining the area surrounding the charge point.
- 3) Ensure that the charging point is provided with an adequate (50) Lux level of light during the day and night. *There is no such light supply at present and this would need to be reviewed as part of the site survey.*
- 4) Permit charging point users unlimited access to any charge point, during the normal hours of public access to the site.
- 5) Allow BPCM agents/employees access to the site at all necessary times to install, operate and maintain the points and associated grid infrastructure.
- 6) Insuring the premises but not the charging points.
- 7) Notifying BPCM of any maintenance issues.
- 8) Provide no less than 30 days' notice of any period when the point may be inaccessible.

4. Parking Bay Requirements

3.1 BPCM request that 2 x parking bays per charge point are allocated for EV use. A dual outlet 7kW unit will charge 2 x vehicles simultaneously. Rapid "Ultracharge" units only charges 1 x vehicle at a time however they still request 2 x spaces are allocated allowing vehicles that are waiting to charge to park up rather than blocking access routes. It also allows users to plug in straightaway once the previous user finishes, as that user may not be leaving immediately at the point their charging event finishes.

5. Positives and Negatives

Positives	Negatives
Helps meet environmental commitments.	Loss of two standard parking bays per charge point.
Provides local charging point for electric car users who live, work or visit Sandy.	Increased pressure on standard parking bays as a result of the above.
'Plugs the gap' on the A1 between the current charging points at Baldock and Wyboston.	Long term commitment and the impact of which would need to be considered alongside any future decisions on the use or management of the car park.
Charging points will appear on maps used by electric car users, possibly pulling users off the A1 and into Sandy.	Increased administration if STC supplies and recharges electricity.
Users would be inclined to use the town centre's services while charging vehicles.	Possible risk of charges if STC supplies electricity and our costs rise above £0.14p kWhr.

EV CHARGING POINT HOSTING AGREEMENT

THIS AGREEMENT is made on _____.

BETWEEN

- (1) **Chargemaster Limited** (Company Registration Number 6720009) whose registered address is at 500 Capability Green, Luton, Bedfordshire, LU1 3LS ("**BPCM**"); and
- (2) **Sandy Town Council** whose registered address is at 10 Cambridge Road, Sandy, SG19 1JE ("**Host**").

Now, in consideration of the payment by BPCM of ten (10) pounds (receipt of which is hereby acknowledged by the Host), it is agreed as follows:

Definitions:

In this Agreement, the following words and phrases shall bear the following meanings:

- "Additional Charging Point Site"** means any additional Charging Point Site, other than those already listed in Schedule 1, where the Parties have agreed in writing to install and operate a Charging Point in accordance with this Agreement;
- "Agreement"** means this Agreement and any exhibits and schedules attached hereto;
- "Charging Point"** means the charging points, sockets and housing and all links and related infrastructure for the charging of an EV, as described in Schedule 3, provided under this Agreement and including all ancillary equipment, components, software, data and Signage supplied by BPCM;
- "Charging Point Site"** means any part or parts of the Premises as identified in Schedule 1 where the Parties have agreed to place a Charging Point in accordance with this Agreement;

- “Commissioning Certificate”** means the certificate confirming the Commissioning Date with respect to a Charging Point;
- “Commissioning Date”** means the date specified in the Commissioning Certificate being the date on which a Charging Point became operational following the satisfactory completion of commissioning as certified by BPCM’s engineer;
- “Data Privacy Laws”** means all applicable laws relating to privacy and the processing of personal data in force from time to time including the General Data Protection Regulation (EU) 2016/679 (the “GDPR”); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications);
- “EV”** means a rechargeable vehicle that is powered entirely or partially by electricity;
- “Force Majeure”** means any event that is beyond the reasonable control of a Party despite the due diligence of the affected Party and that is not the result of the fault or negligence of the Party affected by the Force Majeure event. A Force Majeure event includes, but is not limited to, an event caused by or resulting from a change in applicable law, war, rebellion, civil commotion, strikes, lock outs and industrial disputes, fire, explosion, earthquake, acts of God, flood, drought, or bad weather, the requisitioning or other act or order by any Government department, council or other constituted body;
- “Group”** means in relation to either party to this Agreement, the group of companies comprising the relevant party, any holding company of the relevant party and any subsidiary of the relevant party or of any

such holding company from time to time and references to members of that party's Group shall be construed accordingly;

- "Letter of Authority"** means a letter in the form attached in Schedule 4;
- "Party or Parties"** means BPCM or the Host or both;
- "Premises"** means any premises listed in Schedule 1 including where appropriate and without limitation all nearby adjacent and/or adjoining land operated, controlled or owned by the Host;
- "Signage"** includes but is not limited to trademarks, logos, signage, material and other advertisements supplied with the Charging Points on installation or subsequently introduced by BPCM to the Charging Points or the Charging Point Sites;
- "Site Assessment"** means the process of assessing whether the Premises and electricity supply are suitable for the installation of a Charging Point at the Charging Point Site, including whether the costs of installation of a Charging Point are commercially viable; and
- "Transaction(s)"** means the successful charging of an EV from the Charging Point.

1. Licence to the Charging Point Sites

- 1.1. The Host grants to BPCM a licence to access the Charging Point Sites, over any parts of the Premises as necessary for the performance of its obligations under the terms of this Agreement.
- 1.2. The Host grants to BPCM a licence to install, own, operate and maintain Charging Points at the Premises in accordance with this Agreement.
- 1.3. The Host agrees that the licence granted to BPCM under clause 1.2 is an exclusive licence and it shall not appoint any third party service provider of EV charging solutions to install, operate or maintain EV charging solutions at the Premises during the term of this Agreement.
- 1.4. The Host warrants and acknowledges that:
- 1.4.1. the restrictive covenants contained herein are reasonable, protect the legitimate business interests of BPCM and do not work harshly on the Host;
- 1.4.2. BPCM, in providing the Charging Point and incurring the installation costs of the Charging Point contemplated by this Agreement, is giving adequate consideration to the Host for providing these restrictive covenants; and

- 1.4.3. it has the necessary power, capacity and authority to enter into this Agreement.
- 1.5. BPCM acknowledges that:
 - 1.5.1. BPCM shall only occupy the Premises as a licensee and no relationship of landlord and tenant is created between the Host (or member of the Host's Group) and BPCM by this Agreement; and
 - 1.5.2. the Host (or the relevant member of the Host's Group) retains control, possession and management of the Premises and BPCM has no right to exclude the Host from the Charging Point Site.
- 1.6. The Host may, at any time, submit to BPCM a written proposal for an Additional Charging Point Site to undergo a Site Assessment in accordance with clause 3. Upon receiving such a proposal, BPCM shall be entitled to accept or reject the proposal at its sole discretion. If BPCM accepts the proposal, the Parties shall meet to agree in writing any amendments to this Agreement requested as a result of such Additional Charging Point Site and provided that any such amendments have been executed by written agreement between the Parties, BPCM shall proceed with a Site Assessment for such Additional Charging Point Site in accordance with clause 3.1 and thereafter the Additional Charging Point Site shall be deemed to be a Charging Point Site and the terms of this Agreement (as may be amended) shall apply to it mutatis mutandis.
- 1.7. Following the addition of a Charging Point Site to Schedule 1 in accordance with clause 1.6 or the exclusion of a Charging Point Site in accordance with this Agreement, BPCM shall issue to the Host a revised Schedule 1 containing an updated list of Charging Point Sites that are subject to the terms of this Agreement to reflect any such additions or exclusions. The most recently issued version of Schedule 1 in accordance with this clause shall be the applicable version for the purposes of any of the provisions of this Agreement.

2. Term of Agreement

- 2.1. Unless otherwise terminated in accordance with the provisions of this Agreement, the term of this Agreement shall for each Charging Point installed hereunder be for [seven (7)] years from the Commissioning Date.
- 2.2. At the end of the [seven (7)] year term the Agreement will automatically be extended for a further term of [three (3)] years unless either party provides written notice to the other party at least [six

(6) months] prior to the expiry of the initial [seven (7)] year term that it wishes to allow the Agreement to expire.

3. Installation

- 3.1. For each proposed Charging Point Site and, provided that BPCM accepts such proposal, any Additional Charging Point Site proposed in accordance with clause 1.6, BPCM shall conduct a Site Assessment. The Host undertakes to provide to BPCM all assistance as reasonably required for the purposes of completing the Site Assessment which shall include providing all relevant information and documents relating to the Premises and, if requested by BPCM, the Host's electricity connection and supply to the Premises (including the tariff paid by the Host for such electricity supply).
- 3.2. The Parties will review the results of the Site Assessment and jointly agree (acting reasonably) whether the relevant Premises are suitable for installation of a Charging Point and the appropriate grid connection and electricity supply arrangements for the relevant Charging Point(s). If the Parties are unable to agree whether the Premises are suitable for installation of a Charging Point within thirty (30) calendar days of the Site Assessment being completed, the Parties will refer the matter to David Newton and Chris Robson who will discuss in good faith and attempt to resolve the issue. If no agreement is reached within ten (10) calendar days of such referral, BPCM shall have no obligation to progress the installation of the Charging Point and the Premises shall be deemed to be excluded from Schedule 1 for the purposes of this Agreement.
- 3.3. If the Site Assessment is satisfactory:
 - 3.3.1. BPCM shall provide to the Host for approval a site location plan, including a clearly demarcated area being the Charging Point Site licenced to BPCM pursuant to clause 1 and a proposed layout for the installation of the relevant Charging Point and the Host shall provide its written approval to such site location plan (such approval not to be unreasonably withheld or delayed) within seven (7) days of receipt;
 - 3.3.2. the Host shall obtain and maintain any consents, authorisations, permits and licences (including any necessary landlord consent, building regulations or planning permissions) required for the installation and operation of the Charging Points at the Premises and, upon request, shall promptly provide evidence of the same to BPCM;
 - 3.3.3. the Host shall obtain the approval of any mortgagor or other financing institution holding security or charge of any kind over the Premises with respect to the Host entering into

this Agreement and, upon request, shall promptly provide written evidence of such approval to BPCM;

- 3.3.4. if the Parties agree that the Host shall supply electricity to the Charging Point, the Parties shall agree a maximum cost of electricity (£0.14p/kWhr) to apply to BPCM's obligation to reimburse the Host under clause 4.1.2 and the Host shall promptly provide a Letter of Authority to BPCM duly signed by an authorised representative and BPCM shall thereafter liaise with the relevant electricity supplier and network operator to arrange the necessary grid connection and electricity supply for the Charging Point;
 - 3.3.5. if the Parties agree that BPCM shall be responsible for arranging the grid connection and electricity supply to the Charging Point, BPCM shall liaise with the relevant electricity supplier and network operator to arrange the necessary grid connection and electricity supply for the Charging Point.
- 3.4. Following satisfaction (or waiver by agreement between the Parties) of each of the conditions set out in clause 3.3 above, BPCM shall provide the Host with an estimated date for installation of the Charging Point and BPCM shall use its reasonable endeavours to deliver and install the Charging Point at the Premises on or prior to such date.
 - 3.5. If any of the conditions set out in clause 3.3 above are not satisfied (or agreed to be waived by both Parties) within [six (6) months] of completion of the relevant Site Assessment for that Charging Point, BPCM shall have no obligation to progress the installation of the Charging Point and the Premises shall be deemed to be excluded from Schedule 1 for the purposes of this Agreement.
 - 3.6. If at any time BPCM considers that the results of the Site Assessment or provision of the required grid connection or electricity supply render the installation of the proposed Charging Point uneconomical, unsafe or unsuitable for any reason whatsoever BPCM shall have no obligation to progress the installation of the Charging Point and the Premises shall be deemed to be excluded from Schedule 1 for the purposes of this Agreement.
 - 3.7. If, following a Site Assessment, the installation of a Charging Point fails to proceed or BPCM is required to remove a Charging Point as a result of:
 - 3.7.1. the Host instructing BPCM not to proceed and/or to remove a Charging Point; or
 - 3.7.2. the Host breaching or failing to perform any contractual obligation under this Agreement, and/or any act, omission or negligence of the Host, its servants, agents, employees and/or, contractors,

the Host indemnifies and shall hold BPCM harmless against all costs incurred by BPCM with respect to the carrying out the Site Assessment, applying for any necessary consents, the delivery, commissioning, installation, connection and removal of such Charging Point and any other reasonably incurred expenses incurred in connection with the performance of its obligations under this Agreement (including contractors' and professional charges together with VAT thereon).

- 3.8. BPCM shall, at its sole cost and expense, be responsible for and the Host shall at its sole discretion, permit:
 - 3.8.1. making necessary alterations to the Charging Point Sites to allow the operation and maintenance of the Charging Point; and
 - 3.8.2. arranging installation of any electricity points considered necessary by BPCM.
- 3.9. Once a Charging Point has been installed at a Charging Point Site the Host shall not disconnect, unplug, move, attempt to move, adjust or adapt any Charging Point or Signage (or any part of them) in any way without the prior written consent of BPCM save for in the case of an emergency.
- 3.10. Following the commencement of operation of a Charging Point, if requested in writing by the Host, BPCM shall provide to the Host for its records a duly signed Commissioning Certificate in respect of such Charging Point within [one (1) month] of receiving such request.

4. Operation and Maintenance

- 4.1. BPCM shall:
 - 4.1.1. be responsible, at its sole cost and expense, for the maintenance and repair of any Charging Point subject to the terms of this Agreement, save that where the maintenance or repair has been necessitated as a result of the acts, omissions, negligence and/or breach of this Agreement by the Host, its servants, agents, employees, contractors or any others for whom the Host is responsible at law, the costs of any required maintenance or repairs shall be borne by the Host;
 - 4.1.2. if the Host is responsible for the electricity supply to the Charging Points in accordance with clause 3.3.4, if requested BPCM shall provide to the Host at the end of each month a usage report in relation to specified Charging Points confirming the electricity used by such Charging Points in the preceding month. Within [28] days of receiving a written invoice from the Host, BPCM shall reimburse the Host with respect to the cost of electricity charged by the relevant electricity supplier that exclusively relates to the use of the Charging Points in the preceding month as specified in the relevant usage report as

provided by BPCM provided that such reimbursement shall be limited (on a kilowatt hour basis) by the maximum cost of electricity (£0.14p/kWhr) as agreed between the Parties pursuant to clause 3.3.4;

- 4.1.3. if BPCM is responsible for the electricity supply to the Charging Points in accordance with clause 3.3.5, bear the cost of the electricity charged by the relevant electricity supplier; and
 - 4.1.4. discharge any uniform business rates separately assessed on a Charging Point by any competent authority if BPCM is invoiced directly for the same by that competent authority and shall indemnify the Host against any uniform business rates assessed on a Charging Point in the event that the Host is invoiced directly by the competent authority. For the avoidance of doubt, BPCM shall be liable only for any uniform business rates attributable to the Charging Point for the duration of this Agreement and not for the business rates for the Premises.
- 4.2. The Host shall, for each Charging Point and at its sole cost and expense, during the term of this Agreement:
- 4.2.1. clean and maintain the area surrounding the Charging Point Site;
 - 4.2.2. notify BPCM as soon as practicable on becoming aware that a Charging Point requires any form of maintenance;
 - 4.2.3. if applicable, supply electricity to the Charging Point so that it can be operated in accordance with this Agreement;
 - 4.2.4. ensure that the Charging Point Sites are provided with an adequate level of illumination throughout the day and night as may be required so that use of the Charging Point is not adversely affected provided that the Host shall ensure the level of illumination as recorded during the Site Assessment is maintained during all equivalent hours of public access and shall at no time be less than fifty (50) lux. The Host shall notify BPCM upon becoming aware of any reduction in the level of illumination below such levels as required by this clause together with a plan to reinstate such illumination to the required level;
 - 4.2.5. provide clear visibility of and unobstructed access to any Charging Point during the normal hours of public access to the Premises;
 - 4.2.6. permit all Charging Point users unlimited access to any Charging Point, during the normal hours of public access to the Premises;

- 4.2.7. allow BPCM (and its servants, agents, employees, contractors and representatives of the relevant network operator and electricity supplier) access to the Premises and the Charging Point Site at all necessary times for the purpose of delivering, installing, operating, maintaining and removing a Charging Point and any associated grid connection infrastructure;
 - 4.2.8. notify BPCM as soon as practicable on becoming aware that a Charging Point has malfunctioned or ceased to operate and give BPCM (and its staff and contractors) access to the Premises to facilitate repairs;
 - 4.2.9. only place an out of service notice (the content of which shall be approved by BPCM) on a Charging Point with the consent of BPCM and for the period of time agreed by BPCM;
 - 4.2.10. provide no less than thirty (30) days advance notice “in writing” to BPCM of any future periods whereby the Premises will be: unoccupied or untended (other than in the ordinary course of business); or of any circumstances in which the Host intends to cease trading or dispose of any rights in the Premises or the business carried on thereat;
 - 4.2.11. notify BPCM immediately by telephone if the Host becomes aware of any suspected interference with the Charging Point;
 - 4.2.12. comply with any rules or regulations notified by BPCM in connection with any Charging Point, provided that such rules and regulations are fair and reasonable and necessary for the performance and security of a Charging Point;
 - 4.2.13. pass on to BPCM any correspondence the Host receives relating to any Charging Point; and
 - 4.2.14. maintain any required landlord consents, authorisations, permits and licences required to be obtained in the Host’s name to permit the operation and maintenance of the Charging Points at the Premises.
- 4.3. In the event that a Charging Point is damaged, destroyed, broken or is unable to operate due to any negligence; unlawful or wrongful acts or omissions; or any breach of contractual obligations under this Agreement, by the Host, its servants, agents, employees or contractors or any others for whom the Host is responsible for at law, the Host shall defend, indemnify and hold harmless BPCM for any direct loss, liabilities, penalties, damages, costs, claims and expenses (including contractors’ and professional charges) arising as a result.

5. Signage and Advertising

- 5.1. BPCM shall have the right to place any Signage on and around a Charging Point with the Host's prior consent (such consent not to be unreasonably withheld or delayed) save that no consent shall be required with respect to the use of the user interface screen on a Charging Point for advertising purposes.
- 5.2. The Host shall not, without the written consent of BPCM place any signage, branding, logos, stickers or other materials on a Charging Point or remove or adjust any Signage placed by BPCM at the Charging Point Sites.
- 5.3. Neither Party shall use any logo or trademark (registered or unregistered) of the other Party without that Party's consent in writing.

6. Ownership

- 6.1. The Host acknowledges that each Charging Point and any associated intellectual property rights are, and shall at all times remain the property of BPCM. The Host shall take no action, nor permit any other person to take any action that would cause any Charging Point from time to time therein to be encumbered with any distress, levy of execution, lien or security interest.
- 6.2. Notwithstanding the method of affixing any Charging Point to its Charging Point Site, nothing at law or hereunder shall render any Charging Point a fixture of the Premises and at all times BPCM shall (at its sole discretion) be free to remove any and all Charging Points from the Premises at any time.

7. Insurance

- 7.1. The Host shall be responsible for:
 - 7.1.1. insuring the Premises and, if necessary, notifying its insurers of the installation of Charging Points in accordance with this Agreement;
 - 7.1.2. insuring the contents of the Premises (other than any Charging Point); and
 - 7.1.3. maintaining appropriate public liability insurance.
- 7.2. BPCM shall be responsible for the insurance of the Charging Points.

8. Underperformance Management, Relocation and Refurbishment

- 8.1. In the event that, in BPCM's reasonable opinion, the operation of any Charging Point listed in Schedule 1 becomes economically unviable at any time after 12 months from the Commissioning Date, BPCM shall, at its own cost, be entitled to decommission and remove the Charging Point from the Charging Point Site and make good any damage caused to the Premises by the removal of the Charging Point to the reasonable satisfaction of the Host and upon decommissioning, the Charging

Point Site shall be deemed to be excluded from Schedule 1 for the purposes of this Agreement and, from the date on which the Premises are made good following exclusion of the Charging Point Site in accordance with this clause, the Parties shall have no further liability to each other in respect of such Charging Point save for any antecedent rights or claims accrued to either Party prior to such date.

- 8.2. BPCM may request in writing consent from the Host to relocate a Charging Point within the Premises. In the event that the Host shall grant such consent (which shall not be unreasonably withheld nor delayed), the Parties shall agree an amendment to Schedule 1 to reflect the new location of the Charging Point and BPCM shall be responsible for the costs related to any such relocation and shall make good any damage caused to the Premises by the removal and relocation of the Charging Point to the reasonable satisfaction of the Host.
- 8.3. The Host may request in writing consent from BPCM to carry out building and/or refurbishment works at the Premises and/or the relocation of a Charging Point to an alternative Charging Point Site within the Premises. In the event that BPCM shall grant such consent (which shall not be unreasonably withheld nor delayed), the Host shall:
 - 8.3.1. be responsible for and shall indemnify and hold BPCM harmless for all costs related to any loss, damage, repair or refurbishment required to the Charging Point Site required as a result of or connected to the building and/or refurbishment works being undertaken by the Host and/or the relocation of the Charging Point (including the costs of performing a Site Assessment); and
 - 8.3.2. if any affected Charging Point cannot be (wholly or partially) used by the public for a continuous or aggregate period of [one (1) month] or such longer period as may be agreed in writing between the Parties (the “**Grace Period**”) as a result of such building and/or refurbishment works at the Premises and/or the relocation of the Charging Point, within twenty eight (28) days of receiving an invoice, pay or allow to BPCM as liquidated damages in respect of each affected Charging Point a sum of [one hundred and fifty pounds sterling (£150)] per week or part thereof from the end of the Grace Period until such time as the Charging Point is capable of being used in the ordinary course by the public.
- 8.4. For the avoidance of doubt, it shall not be unreasonable for BPCM to withhold consent under this clause 8.3 on grounds of any legitimate commercial or security concerns of BPCM and provided that, any alternative Charging Point Site proposed by the Host may, at BPCM’s sole discretion, be subject to the completion of a new Site Assessment.

- 8.5. In the event that the liquidated damages payable under clause 8.3.2 are found to be void or unenforceable for any reason, the Host shall be liable to BPCM for any loss and expense suffered or incurred by BPCM as a result of the prevention of or impact on use caused by the building and/or refurbishment works at the Premises and/or the relocation of the Charging Point in accordance with this clause.
- 8.6. The Host may, from time to time, require the relocation of a Charging Point to an alternative Charging Point Site within the Premises, or to an alternative Charging Point Site at a different Premises. In such event, subject to clause 4 which shall apply in full to the proposed alternative Charging Point Site, the Host shall promptly reimburse BPCM for the demonstrable costs of removing, relocating, connecting, installing and commissioning the Charging Point at the new Charging Point Site and making good the existing Charging Point Site (all such costs to be approved by the Host in writing before they are incurred or committed to by BPCM and evidenced by appropriate quotations and invoices). The terms of this Agreement (including, without limitation, as to installation (and the costs of installation), and the relocation provisions in this clause 8) shall apply in full to such relocated Charging Points.

9. Force Majeure

- 9.1. Neither Party shall be under any liability to the other for, damage, delay or any other matters of that nature whatsoever arising out of a Force Majeure event; provided always that both Parties shall use reasonable endeavours (but without an obligation to incur cost) to minimise the period of disruption caused by the Force Majeure.

10. Termination

- 10.1. The Host may terminate this Agreement immediately (in whole or in part) by notice in writing to the other at any time after the occurrence of any of the following events:
- 10.1.1. a material breach by BPCM of this Agreement which is not capable of remedy;
- 10.1.2. an order is made or a resolution is passed for the winding up of BPCM, or an administrator is appointed to manage the affairs, business and property of BPCM, or notice of intention to appoint such an administrator is given, or a receiver or manager or administrative receiver is appointed in respect of all or any of BPCM's assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager

or administrative receiver or which entitle the court to make a winding-up order, or BPCM makes a voluntary arrangement with its creditors; and

10.1.3. a breach by BPCM of any of its obligations under clauses 7, 12 or 16.

10.2. BPCM shall be entitled to immediately terminate this Agreement (in whole or in part) by notice in writing to the Host at any time after the occurrence of any of the following events:

10.2.1. a material breach by the Host of this Agreement which is not capable of remedy;

10.2.2. a breach by the Host of any provision of this Agreement which breach is capable of remedy, but which is not remedied within twenty eight (28) days of the Host receiving written notice of such breach;

10.2.3. where in BPCM's reasonable opinion, the security of a Charging Point has been compromised or is likely to be compromised in the near or immediate future;

10.2.4. an order is made or a resolution is passed for the winding up of the Host, or an administrator is appointed to manage the affairs, business and property of the Host, or notice of intention to appoint such an administrator is given, or a receiver or manager or administrative receiver is appointed in respect of all or any of the Host's assets or undertaking, or circumstances arise which entitle the court or a creditor to appoint a receiver or manager or administrative receiver or which entitle the court to make a winding-up order, or the Host makes a voluntary arrangement with its creditors; and

10.2.5. a breach by the Host of any of its obligations under clauses 7, 12 or 16.

10.2.6. the Host ceases to trade or undertake its business at the Premises in the ordinary course;

10.2.7. the Host disposes or threatens to dispose of the Premises or its interest therein or disposes or threatens to dispose of its interest in the business carried on at the Premises (unless the transferee of the Host's business, the Premises, or the Host's rights therein as applicable agrees with the Parties to novate or take assignment of this Agreement and continue the operation of the Charging Points at the Premises);

10.2.8. if the Host is responsible for the supply of electricity to the Charging Points in accordance with this Agreement, a Charging Point is not able to be used due to a lack of electricity supply to the Charging Point for a period in excess of fourteen (14) days as a result of any act, omission, breach or negligence by the Host or its servants, agents, employees and/or, contractors; and

10.2.9. where expressly permitted to do so elsewhere in this Agreement.

10.3. BPCM may terminate this Agreement (in whole or in part) for convenience at any time by giving 12 months' notice in writing to the Host.

10.4. Without prejudice to any other rights of BPCM under this Agreement or otherwise, if BPCM terminates this Agreement (in whole or in part) under clause 10.2, BPCM shall be entitled to recover from the Host:

10.4.1. [if a Charging Point could not be used by the public as a result of the act, omission, breach or negligence of the Host leading to such termination, any revenue lost by BPCM during the period in which the Charging Point could not be used; and]

10.4.2. all installation and grid connection costs (including the costs of performing a Site Assessment) incurred by BPCM with respect to each Charging Point affected by the termination of this Agreement.

11. Removal of a Charging Point following Expiry, Exclusion or Termination

11.1. Within thirty (30) days from the termination or expiry of this Agreement or the date on which a Charging Point is excluded from Schedule 1 in accordance with this Agreement or as soon as reasonably practicable thereafter, BPCM shall (and the Host shall permit access to BPCM to allow the same) remove the affected Charging Point(s) and any ancillary equipment installed by it at the relevant Charging Point Sites at a time as the Host and BPCM shall acting reasonably agree, and BPCM shall make good any damage caused to the Charging Point Site to the reasonable satisfaction of the Host.

11.2. BPCM shall bear the cost of the works required for the removal of the Charging Point and making good as outlined in clause 11.1, save that the Host shall bear the cost of such works where this Agreement has been terminated by BPCM pursuant to clause 10.2 or a Charging Point has been excluded from Schedule 1 in accordance with this Agreement due to any act, omission, default or negligence of the Host.

11.3. Following removal of the affected Charging Point(s) and ancillary equipment (if any) and making good of the relevant Charging Point Site(s) in accordance with this clause 11, BPCM shall:

11.3.1. give back the relevant Charging Point Site(s) (and any fixtures, plant and equipment in them after having removed the Charging Points) in a state, condition and working order consistent with BPCM's obligations in this Agreement; and

11.3.2. give back the relevant Charging Point Site(s) with vacant possession.

- 11.4. If BPCM fails to comply with its obligations under clauses 11.1 and/or 11.3.1, the Host shall be entitled to undertake such obligations itself or by engaging third party contractor(s) (at its sole discretion) and BPCM shall be liable to reimburse the Host for the demonstrable costs incurred in doing so.
- 11.5. BPCM shall not have, and shall provide the Host with all assistance as reasonably required by the Host (including entering into further agreements and/or performing any necessary steps required to exclude the application of sections 24 to 28 of the Landlord and Tenant Act 1954) to ensure that it does not obtain, any security of tenure over the Charging Point Sites in the performance of its obligations under this Agreement and/or to evidence (including to any future actual or potential purchaser or tenant of the Premises) that it has not acquired or does not wish to acquire any security of tenure in relation to the Premises. This sub-clause 11.5 shall survive termination or expiry of the Agreement.

12 **Confidentiality and Data Protection**

- 12.1 All information, documents and data disclosed by either Party in relation to this Agreement is proprietary and confidential. Both Parties agree to use the same solely in accordance with the provisions of this Agreement and agree that they shall not at any time during or after expiry or termination of this Agreement disclose the same whether directly or indirectly to any third party without the prior written consent of the other Party.
- 12.2 The obligations of non-disclosure and confidentiality shall not extend to a Party in respect of anything which:
- 12.2.1 is in the public domain other than as a result of a breach of those obligations;
 - 12.2.2 was in that Party's records prior to the date of this Agreement;
 - 12.2.3 is required to be disclosed under a legal or regulatory duty or pursuant to a written request for disclosure from a public or other competent authority or a court of competent jurisdiction.
- 12.3 For the purposes of Data Privacy Laws, the Parties anticipate that any data shared under this Agreement shall not include any Personal Data, and that neither Party shall be required to process any Personal Data on behalf of the other in connection with this Agreement. For the purposes of this clause "Controller", "data subject", "Processor", "process", and "processing" shall have the meaning given to them in the Data Privacy Laws.

12.4 In the event that either Party is required to process any Personal Data on behalf of the other, the Parties shall enter into a separate data processing agreement to govern such processing in accordance with Data Privacy Laws.

13 Limitation of Liability

13.1 Nothing in the Agreement limits any liability which cannot legally be limited, including but not limited to liability for:

13.1.1 death or personal injury resulting from negligence;

13.1.2 fraud or fraudulent misrepresentation; and

13.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

13.2 Subject to clause 13.1 and 13.3, BPCM's total liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall not exceed, in the aggregate, [fifty thousand pounds sterling (£50,000)]ⁱ save in respect of liabilities arising from damage to or loss of the property of the Host or a third party caused by BPCM or a Charging Point, which shall not exceed, in the aggregate, [one million pounds sterling (£1 million)].ⁱⁱ

13.3 Subject to clause 13.1 and save in respect of any liability of the Host under clause 8.3 or clause 10.4.1, the liability of each Party for the following types of loss is wholly excluded:

13.3.1 loss of profits;

13.3.2 loss of sales or business;

13.3.3 loss of agreements or contracts;

13.3.4 loss of anticipated savings;

13.3.5 loss of or damage to goodwill; and

13.3.6 indirect or consequential loss.

14 Joint Promotion/ Use of Trademarks and Logos

14.1 BPCM shall be entitled to include the locations of the Charging Point Sites on all promotional materials prepared concerning the BPCM Charging Point network.

14.2 BPCM may formulate joint public relations and advertising programs to promote the usage of the BPCM Charging Point network. Each Party shall be authorised, for the sole purpose of such joint

promotion, to use the other's trademarks, name or trading style, other brand identifiers and any relevant logos or designs.

- 14.3 Subject to clauses 14.1 and 14.2, neither party shall without the other's prior written consent advertise or announce (or knowingly allow to be advertised or announced) that services are to be or have been supplied under this Agreement (unless such information is in the public domain or it is required by law to disclose it).
- 14.4 Each Party shall not make any use of the other Party's intellectual property (including trade names, logos, trademarks and other brand identifiers) without such Party's prior written consent. The Host acknowledges that BPCM shall not be able to provide written consent for the Host's use of BPCM's trade names, logos, trademarks or other brand identifiers without BPCM first obtaining permission from BP p.l.c. for the benefit of the Host. No advertising shall be used or produced by the Host, in any form featuring such intellectual property or implying any connection whatsoever with BPCM without the prior written consent of BPCM.

15 Applicable Laws and Jurisdiction

- 15.1 The construction, validity and performance of this Agreement and all non-contractual obligations arising from or connected with this Agreement shall be governed by the laws of England.
- 15.2 Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement.

16 Compliance with Laws and Policies

- 16.1 In performing its obligations under this Agreement, the Parties shall comply with all applicable laws, statutes and regulations from time to time in force, including but not limited to all applicable anti-money laundering and anti-corruption laws.
- 16.2 Each Party warrants and undertakes that, in connection with this Agreement and any transactions under it, neither it nor or any of its owners, directors, officers, employees, nor any other person acting on its behalf, has made, offered, promised to make or authorized, or will make, offer, promise to make or authorize, any payment or other transfer of anything of value, directly or indirectly to:
- 16.2.1 any government official;
 - 16.2.2 any director, officer, or employee of the such Party or any of its affiliates;
 - 16.2.3 any political party, official of a political party, or candidate for public office;
 - 16.2.4 an agent or intermediary for payment to any of the foregoing; or

16.2.5 any other person or entity

for the purpose of obtaining or influencing official actions or decisions or securing any improper advantage in order to obtain or retain business, if such payment or transfer would violate or be inconsistent with the principles of any applicable anti-corruption legislation, including but not limited to the anti-corruption laws of the United Kingdom, the United States of America or any other country relevant for the purposes of this Agreement.

16.3 For the purposes of this clause, the term “government official” shall include any minister, deputy minister, manager, civil servant, director, officer, or employee of any government or any department, agency or instrumentality of any government, and/or of any public sector company or an enterprise in which a government owns a majority or controlling interest, and/or of any public international organization. This term also includes any police or military personnel and any person acting in any official, administrative or judicial capacity for or on behalf of any such government or such department, agency, instrumentality, company or public international organization.

16.4 The Parties agree and undertake that, in connection with this Agreement and any transactions under it, they will have and maintain proper and accurate books, records and accounts which, in reasonable detail, accurately and fairly reflect any and all payments made, expenses incurred and assets disposed of; and have and will maintain an internal accounting controls system that is sufficient to ensure the proper authorization, recording and reporting of all transactions and to provide reasonable assurances that violations of the anti-corruption laws of the United Kingdom, the United States of America or any other country relevant for the purposes of this Agreement will be prevented, detected and deterred. The Host further agrees that it will allow BPCM and/or its duly authorized representative(s) and/or nominated auditor(s) at any time during the term of this Agreement and within a reasonable time after its termination to review and/or audit all such books, records, accounts and internal accounting control system that may be relevant to an audit of the Hosts compliance with this clause and its obligations under this Agreement and undertake that the Host will cooperate fully with any such review and/or audit (to include, without limitation, allowing access to premises and answering any reasonable questions that may arise).

16.5 The Parties represent and warrant that they do not know or have any reason to suspect that the proceeds, funds or property that are or will be the subject of any transactions under this contract (1) are or will be derived from, or related to, any illegal activities under any applicable laws; or (2) are intended to commit, further, or sponsor a violation of applicable law, including but not limited to violations of any tax, customs or revenue laws.

16.6 The Host confirms that it has carefully reviewed the BP Code of Conduct (a copy of which is available at www.bp.com) and agrees and undertakes that, in connection with this Agreement and any transactions under it, it will act consistently with the applicable principles of the BP Code of Conduct in all material respects. Further, the Host will ensure that its personnel are made aware of the BP Code of Conduct.

16.7 If BPCM is required to enter the Host's Premises for the performance of its obligations under this Agreement, BPCM shall comply with the health and safety policy of the Host attached as Schedule 2 to this Agreement and any reasonable access instructions given by an authorised representative of the Host, provided that the Host shall give BPCM not less than 1 months' notice of any change to such policies.

16.8 Each Party confirms that it has carefully reviewed the BP Business and Human Rights Policy which is found at: <http://www.bp.com/>. In connection with each Party's performance of the Agreement and the policy, each Party shall conduct its business in a manner that respects the rights and dignity of all people and internationally recognised human rights, including without limitation:

16.8.1 not employing, engaging or otherwise using forced labour, trafficked labour or child labour; nor engaging in or condoning abusive or inhumane treatment of workers;

16.8.2 providing equal opportunities, avoiding discrimination and respecting freedom of association of workers, in each case within the relevant national legal framework; and

16.8.3 mitigating or avoiding adverse impacts to communities arising from such Party's activities to the extent practicable.

Any failure to comply with this clause shall be deemed a material breach of this Agreement.

16.9 Each Party shall:

16.9.1 not engage in any activity, practice or conduct which would constitute either:

16.9.1.1 a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or

16.9.1.2 a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

16.9.2 have and shall maintain in place throughout the term of the Agreement such measures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation its employees) and to ensure compliance with clause 22.1.1; and

- 16.9.3 promptly report to the other Party any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Agreement;
- 16.10 Each Party shall use reasonable endeavours to ensure that any person associated with it who is performing services in connection with the Agreement does so in compliance with obligations equivalent to those imposed on such Party in clause 22.1 (“Relevant Tax Evasion Terms”). Each Party shall be responsible for the observance and performance by such persons of the Relevant Tax Evasion Terms and shall be directly liable to the other Party for any breach by such persons of any of the Relevant Tax Evasion Terms.
- 16.11 For the purposes of clause 22.1, the meaning of reasonable prevention procedures shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with a Party includes but is not limited to any subcontractor of such Party.

17 General

- 17.1 This Agreement represents the whole agreement between the Parties in respect of its subject matter and overrides any other prior verbal or written understandings. The Parties acknowledge that they have expressly negotiated and agreed the terms of this Agreement before executing it and each Party waives its entitlement to make a claim in relation to a representation that is not set out or referred to in this Agreement but not so as to disentitle it to a remedy for fraudulent concealment or fraudulent misrepresentation.
- 17.2 No amendment to this Agreement shall be binding unless made in writing and signed by duly authorised representatives of both Parties.
- 17.3 Either Party shall not assign, charge or otherwise transfer to a third party (including by way of trust) any of its rights or obligations under this Agreement without the prior written consent of the counter Party (such consent not to be unreasonably withheld or delayed) save that in the event of a sale of any of the Premises, with the prior written approval by BPCM of the purchaser of the Premises, the Host shall be entitled, at its own cost, to novate this Agreement to such purchaser subject to any amendments to this Agreement required by BPCM at such time. Either Party being the assignor of this Agreement pursuant to this clause shall procure from the assignee of this Agreement for the benefit of the other Party a direct contractual undertaking and assurance that from the date of the assignment of this Agreement the assignee shall observe and perform its obligations under the terms of this Agreement for the residue of the term as set out in clause 2 of this Agreement.

- 17.4 No waiver of any breach of the other Party's obligations under this Agreement shall represent a waiver in respect of any subsequent breach. A Party may release or compromise a right under this Agreement or grant indulgence in respect of a liability to it without affecting its other rights. A Party providing its consent to an act that under this Agreement requires that consent shall not prejudice that Party's right to withhold consent to a similar act.
- 17.5 The provisions of this Agreement, as far as they are capable of being complied with, shall continue to be operative notwithstanding its determination howsoever caused and a provision that either in its terms or from its intent is intended to survive termination of this Agreement shall remain in force however the termination occurs.
- 17.6 Nothing in this Agreement shall give rise to a partnership or joint venture between the parties and nothing herein shall give rise to a relationship of landlord and tenant or any estate in land between the Parties in relation to the Premises and/or the Charging Point Sites.
- 17.7 The Parties respectively shall ensure that any other necessary party shall, execute and complete all such documents, acts and things as may reasonably be required on or subsequent to completion of this Agreement for securing each of the obligations of the Parties under this Agreement.
- 17.8 This Agreement may be entered into in separate counterparts but shall not be effective until each Party has executed at least one counterpart. Once executed, each counterpart shall be an original, and both counterparts shall constitute the same instrument.
- 17.9 None of the provisions of this Agreement shall confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a party who is not named as a Party to this Agreement.
- 17.10 Any notice suspending or terminating the whole or any part of this Agreement shall be made in writing and shall be either delivered personally or sent by first class recorded delivery to the Party to whom the notice is addressed at the address set out in this Agreement or such other addresses in the United Kingdom as either Party may specify by notice in writing to the other, and in the absence of evidence of earlier receipt shall be deemed to have been duly given:
- 17.10.1 if delivered personally, when left at that address; or
- 17.10.2 if sent by first class recorded delivery, at the time recorded by the delivery agent.
- 17.11 If any provision of this Agreement is held to be void or unenforceable in whole or in part, this Agreement shall continue to be valid as to the other provisions of this Agreement and the remainder of the affected provision. If a provision of this Agreement or a procedure to be carried out in its implementation is or becomes illegal or unenforceable, the remaining provisions and procedures

shall not be affected. The parties shall, acting reasonably and in the best commercial interest of both parties, negotiate in good faith in order to agree the terms of a mutually satisfactory provision or procedure to be substituted for the provision or procedure found to be illegal or unenforceable. If they are unable to reach agreement and the illegality or unenforceability arises because a specified period or area is excessive, the Agreement is to be deemed to be modified to the minimum extent necessary to make it effective whilst remaining substantially in accordance with the commercial intent of the Parties.

17.12 This Agreement shall be binding on and shall continue for the benefit of the agreed assigns of each of the Parties.

17.13 Upon expiry or termination of this Agreement for any reason, neither Party shall have any further obligation to the other under this Agreement, save as otherwise provided in this Agreement or in respect of any rights or obligations which have accrued prior to expiry or termination.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by their duly authorised officers (where applicable) as of the date and year first above written.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been entered into on the date stated at the beginning of it.

Executed by CHARGEMASTER LIMITED

acting by:

Signed

Name:

Title:

Executed by SANDY TOWN COUNCIL

acting by:

Signed

Name:

Title:

Schedule 1

Premises and Charging Point Sites

<u>Premises</u>	<u>Charging Point Site</u>	<u>Additional identification information (including grid coordinates where possible)</u>
Sandy Town Centre Car Park	High Street, Sandy, SG19 1AG	

Schedule 2

Host's Health and Safety Policy

To be confirmed prior to installation

Schedule 3

Charging Point Specification

To be confirmed as part of site assessment

Schedule 4

Form of Letter of Authority

[To be placed on headed paper of Host]

*[To be addressed to relevant
Distributed Network Operator]*

Dear Sir or Madam

Re: **Electric Vehicle Charger Application Letter of Authority in relation to *[insert address of Premises]***

We *[insert land owner's name]* of *[insert land owners address]* confirm that we are the legal and registered owner of the land at above address and as outlined red within the plan below.

We confirm that we have appointed Chargemaster Limited to develop infrastructure for charging electric vehicles on our land and hereby grant permission for them or any consultant that they may authorise, to work on our electric supply, communicated directly with you and act as a consultant in relation to the installation of Electric Vehicle Charge Points on our behalf including, if required, to seek and apply for a grid connection on our land for the purpose of connecting electric vehicle charging equipment to the local electricity distribution network.

Signed.....

Name (CAPITALS).....

Date.....

SANDY TOWN COUNCIL

DATE: 9 December 2019

AUTHOR: Town Clerk

SUBJECT: Feedback from Police Community Engagement

1. Summary

- 1.1 The following feedback is provided by PCSO Ann Jeeves following a community engagement activity held on Saturday, 19th October. Further community engagement was carried out by the police on 1st December 2019 at the Sandy Christmas Light Switch on. Feedback on this engagement has been requested.

2. Feedback

- 2.1 The local policing team caught a high footfall during their first hour and spoke to residents who expressed a number of concerns, such as drug dealing generally in Sandy and nuisance vehicles in particular locations. The police were able to complete their "Have your say" surveys, and a link has been provided so these surveys can be publicised on Council media. The survey is very quick and asks residents what the priority concern is in their area. The survey is anonymous.

Two officers from OP SENTINEL attended the engagement session on their motorcycles as they were carrying out patrols in the Sand Hills and Potton. Children and parents had the opportunity to take pictures sitting on the bikes.

The team finished off the second hour by completing a foot patrol of the High Street and Market Square, further speaking to residents.

The next engagement in Sandy will be on 01/12/19 at the Christmas light switch on between 15.30 and 17.00.

PCSO 4763 Ann Jeeves
Biggleswade, Shefford and surrounding Parishes' Local Policing Team
Biggleswade Police Station,
Station Road, Biggleswade, SG18 8AL
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PC13-19 | STRENGTHENING POLICE POWERS TO TACKLE UNAUTHORISED ENCAMPMENTS

Summary

The Home Office has issued a new consultation on strengthening police powers to tackle unauthorised encampments. The consultation covers criminalising the act of trespassing, broadening the existing categories of criminal trespass and broadening police powers to deal with trespassers.

Context

The government previously consulted on unauthorised developments and encampments in April 2018. Responses to this made clear that significant problems are created by many unauthorised encampments, including the sense of unease and intimidation residents feel when an unauthorised encampment occurs, the frustration at not being able to access amenities, public land and business premises, and the waste and cost that is left once the encampment has moved on.

The government also heard compelling evidence that stronger powers are needed to address the issues and concerns identified and that the majority of respondents believe the government should consider criminalising unauthorised encampments in England and Wales, by creating an offence of trespassing when setting up an unauthorised encampment. The government would now like to test the appetite to go further and broaden the existing categories of criminal trespass.

NALC's views

NALC is minded to use points made in response to the April 2018 consultation, as a steer to guide our new response. These include:

- All cases of unauthorised encampments should be criminalised on account of trespassing
- The police should have the power to direct trespassers to leave land as soon as it has been determined that they are there illegally
- The police should be able to take action regardless of the number of vehicles in the unauthorised encampment
- Principal authorities should have the power to demand the police attend as soon as an unauthorised encampment appears and to claim back costs incurred repairing damage caused by clearing up after unauthorised encampments



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London WC1B 3LD

Consultation questions

NALC will be responding to the below consultation questions and is interested in the sector's views:

Each question can be answer with:

Strongly agree / Agree / Neither agree or disagree / Disagree / Strongly disagree

Q1. To what extent do you agree or disagree that knowingly entering without the landowner's permission should only be made a criminal offence if it is for the purpose of residing on it?

Q2. To what extent do you agree or disagree that the act of knowingly entering land without the landowner's permission should only be made a criminal offence if it is for the purpose of residing on it with vehicles?

Q3. To what extent do you agree or disagree that the landowner or representatives of the landowner should take reasonable steps to ask persons occupying their land to remove themselves and their possessions before occupation of the land can be considered a criminal offence?

Q4. To what extent do you agree or disagree that a criminal offence can only be committed when the following conditions have been met?

- a) the encampment prevents people entitled to use the land from making use of it
- b) the encampment is causing or is likely to cause damage to the land or amenities
- c) those on the encampment have demanded money from the landowner to vacate the land; and/or
- d) those on the encampment are involved or are likely to be involved in anti-social behaviour.

Q5. What other conditions not covered in the above should we consider?

Q6. To what extent do you agree or disagree that police should be given the power to direct trespassers to suitable authorised sites in a neighbouring local authority area?

Q7: Should this be subject to conditions around agreements being in place between local authorities?



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Q8: Should there be a maximum distance that a trespasser can be directed across?

Q9: Should there be any other conditions that should be considered when directing a trespasser across neighbouring authorities. If so, what should these be?

If yes, what should these be?

Q10. To what extent do you agree or disagree that the period of time in which trespassers directed from land would be unable to return should be increased from 3 months to 12 months?

Q11. To what extent do you agree or disagree that the number of vehicles needing to be involved in an unauthorised encampment before police powers can be exercised should be lowered from six to two vehicles?

Q12. To what extent do you agree or disagree that the police should be granted the power to remove trespassers from land that forms part of the highway?

Q13: To what extent do you agree or disagree that the police should be granted the power to seize property, including vehicles, from trespassers who are on land with the purpose of residing on it?

Q14: Should the police be able to seize the property of:

- i. Anyone whom they suspect to be trespassing on land with the purpose of residing on it;
- ii. Anyone they arrest for trespassing on land with the purpose of residing on it;
- iii. Anyone convicted of trespassing on land with the purpose of residing on it?

Q15. To what extent do you agree or disagree that the proposed amendments to sections 61 and 62A of the Criminal Justice and Public Order Act 1994 contained in this consultation are sufficient measures to tackle the public disorder issues which are associated with unauthorised encampments without the requirement for introducing specific powers that criminalise unauthorised encampments?

Q16. Do you have any other comments to make on the issue of unauthorised encampments not specifically addressed by any of the questions above?

From: The Local Government Boundary Commission for England <reviews@lgbce.org.uk>

Sent: 22 November 2019 12:43

Subject: Have your say on ward boundaries for Central Bedfordshire: Extension

The
Local Government
Boundary Commission
for England

No Images? [Click here](#)

Have your say

Our consultation on ward **boundaries for Central Bedfordshire has been extended**

[Have your say now via our consultation portal](#)

Consultation information can be found at;

<https://consultation.lgbce.org.uk/node/18789>

The consultation on proposals for new council wards and ward boundaries for Central Bedfordshire Council will now close on **23 February 2020**.

After we have considered all representations made to us during this consultation, we intend to publish draft recommendations in June 2020.

We will then hold a further period of consultation on our draft recommendations. Our final recommendations are expected to be published in November 2020.

The new electoral arrangements will come into effect at the local elections in **2023**.

If you represent a local organisation or community group in Central Bedfordshire, please pass this message on to your members or anyone who you think might be interested in the review.



What is an electoral review?

Our electoral review will recommend new electoral arrangements for Central Bedfordshire Council. We will propose:

- the total number of councillors elected to the council in the future;
- the number of wards;
- the number of councillors representing each ward;
- ward boundaries; and
- the names of wards.

How to get involved

This is a public consultation and we welcome views from individuals and organisations across Central Bedfordshire **on where they think new ward boundaries should be drawn.**

We are minded to recommend that **63 councillors** should be elected to Central Bedfordshire Council in the future.

This is 4 more than the current number of councillors.

We are now inviting proposals to help us draw up a pattern of wards to accommodate **63 councillors.**

In drawing up new electoral wards, we must balance legal criteria, namely:

- to deliver electoral equality: where each councillor represents roughly the same number of electors as others across the area;
- that the pattern of wards should, as far as possible, reflect the interests and identities of local communities;
- that the electoral arrangements should provide for effective and convenient local government.

We will treat all submissions equally, and judge each case on its merits and against the legal criteria.

If you wish to put forward a view, we would also urge you to ensure that evidence supports your submission.

For example, if you wish to argue that two areas should be included in the same electoral ward, make sure you tell us *why* they should be together, providing evidence about community facilities, ties, organisations, and amenities, rather than simply asserting that they belong together.

There is more advice on the Boundary Commission website about how you can get involved in the consultation. The website also features technical guidance that explains the process and our policies, as well as guidance on how to take part in each part of the process.

A web page dedicated to the review of Central Bedfordshire has been set up where all the relevant information can be found. You can also access interactive maps of the current ward boundaries across Central Bedfordshire on the [specialist consultation portal](#). The portal also allows you to draw your own boundaries, mark areas of interest on the map and upload documents directly to the site.

We welcome comments on ward arrangements by **23 February 2020**. Representations should be made:

- Through our [interactive consultation portal](#), where you can explore the maps of the recommendations, draw your own boundaries and make comments;

- By email to reviews@lgbce.org.uk;

- Or in writing to Review Officer (Central Bedfordshire), Local Government Boundary Commission for England, 1st Floor, Windsor House, 50 Victoria Street, London, SW1H 0TL

SANDY TOWN COUNCIL

DATE: 9 December 2019

AUTHOR: Town Clerk

SUBJECT: Polling Places, Polling Districts and Polling Stations Review

1. Summary

1.1 Central Bedfordshire Council are conducting a review of our polling districts and polling places as required by the Review of Polling Districts and Polling Places (Parliamentary Elections) Regulations 2006. Although the review is primarily of polling places and polling districts, it is recognised that polling stations will also be relevant to the review.

1.2 The review is an opportunity for electors, community groups and any interested persons within Central Bedfordshire to express opinions on the existing polling places, districts and stations, and to suggest alternative options for consideration.

2. Definitions

2.1 A **polling place** is the area in which the Returning Officer will allocate a polling station. The polling place should be designated so that the polling station is within easy reach of all electors from across the polling district.

2.2 A **polling district** is a geographical area created by the sub-division of a parliamentary constituency for the purposes of a UK Parliamentary election. A polling station is the room or area within the polling place where voting takes place.

2.3 As part of the review process, the authority is required to:

- seek to ensure that all electors in the constituency have such reasonable facilities for voting as are practicable in the circumstances
- seek to ensure that so far as is reasonable and practicable the polling places and stations are accessible to people with disabilities
- when considering or reviewing the designation of a polling place and station, have regard to the accessibility needs of disabled persons

The details of the consultation, a full list of all polling stations and the areas they cover are available from CBC's website.

Parliamentary Constituency: North East Bedfordshire

CBC Ward: Sandy

Parish: Sandy (Beeston Ward)

Polling Place	Polling District	Polling Station	Electors	Streets
Sandy Parish	SAN2	21 Orchard Road, Beeston	465	Brook End, East Side, Grange Gardens, High Road, High Road Seddington, Hillview, Orchard Road, The Cloches, The Crescent, The Green, The Knolls, West View, Whitestones, Great North, Road, London Road, Nursery Drive, Sandy, Tempsford Road
Sandy Parish	SAN3	Beeston Methodist Church, The Baulk, Beeston	194	Ash Close, Elder Close, High Road, High Road Seddington, Lime Avenue, Meadow Close, New Road, The Baulk
Sandy Parish	SAN4	21 Orchard Road, Beeston		Great North Road, London Road, Nursery Drive, Girtford Bridge House, The Holiday Inn, Tempsford Road

Parliamentary Constituency: North East Bedfordshire

CBC Ward: Sandy

Parish: Sandy (Fallowfield Ward)

Polling Place	Polling District	Polling Station	Electors	Streets
Sandy Parish	SAN5	Maple Tree Primary School, Hawk Drive, Fallowfield, Sandy	1512	Avocet Close, Brambling Close, Crow Hill, Cuckoo Close, Dove Close, Falcon Close, Fieldfare, Goldfinch Drive, Hawk Drive, Kestrel Way, Kingfisher Close, Larks Rise, Linnet Close, Merlin Drive, Osprey Close, Owlswood, Partridge Place, Pipit Grove, Plovers Field, Robin Close, Rothbury Close, Starling Close, Swallow Crescent, Swift Close, Great North Road, Tempstord Road, The Buntings, The Finches, The Harriers, The Jays, The Rookery, Weavers Green, Woodcock Close, Woodpecker Way, Wren Close

Parliamentary Constituency: North East Bedfordshire

CBC Ward: Sandy

Parish: Sandy (Ivel Ward)

Polling Place	Polling District	Polling Station	Electors	Streets
Sandy Parish	SAN6	Sandy Library, Market Square, Sandy	558	Brandreth Place, Centurion Walk, Deepdale, Edgescumbe Court, Greyhound View, High Street, Ivel Road, Ivel View, Market Square, Monoux Place, Ongley Court, Park Road, Potton Road, Roman's View, Sandpiper Court, Stratford Road, Willow Rise, Woolfield
Sandy Parish	SAN6	Sandy Youth Centre, Swansholme Gardens, Sandy	2295	Albion Court, All Hallows, All Saints Way, Bedford Road, Bickerdikes Gardens, Birch Grove, Braybrook, Carter Street, Cedar Gardens, Church Path, Coopers Close, Elm Tree Road, Filland Court, Foster Grove, Girtford Crescent, Harvey Court, Heron Close, Kings Road, Laburnum Road, London Road, Manor Road, Mayfield Court, Mill Lane, Park Court, Park Mews, Poplar Close, Queens Road, Rivermead gardens, Robert Hunt Gardens, Sandford Rise, South Road, Spencer Road, Spring Grove, Station Road, Swan Lane, Swansholme Garden Court, Swansholme Gardens, The Avenue, West Road, Western Way, Westfield Gardens

Parliamentary Constituency: North East Bedfordshire

CBC Ward: Sandy

Parish: Sandy (Pinnacle Ward)

Polling Place	Polling District	Polling Station	Electors	Streets
Sandy Parish	SAN7	Sandy Town Council, Cambridge Road, Sandy	2419	Abbey Grove, Alfred Cope Road, Alnwick Close, Arran Close, Banks Drive, Berwick Way, Bidlake Croft, Brickhill Close, Brickhill Road, Cambridge Road, Carlisle Close, Cherrycroft, Churchill Way, Dapifer Drive, Deepdale, Downing Court, East Road, Edward Close, Everton Park, Everton Road, Faynes Court, Friars Walk, Glebe Close, Glebe Road, Greens Close, Jubilee Close, Leeds Smith Drive, Lindistarne Close, Longfield Road, Magnolia House, Malaunay Place, Market Square, Middleham Close, Mills Walk, Moores Court, Newton Way, Northcroft, Peels place, Pickering Close, Pleasant Place, Potton Road, Prince Georges Drive, Rectory Court, Rutland Gardens, Sand Lane, Sandon Close, Skipton Close, St Neots Road, St Swithuns Way, Stonecroft, Sunderland Road, Swaden, Warkworth Close, Windsor Way, Wynnefield Walk
Sandy Parish	SAN8	Sandy Village Hall, Medusa Way, Sandy	1609	Balmoral Close, Belam Way, Brindley Close, Bunyan Road, Cauldwell Court, College Road, Cottage Road, Delamare Close, Engayne Avenue, Handley Court, Havelock Close, Kingsley Court, Maple Road, Medussa Way, Midland Road, Oak Close, Pentland Close, Powers Close, Pyns Way, Quince Court, Rowan Court, Shannon Close, St Neots Road, Stirling Close, Talisman Close, Waverley Avenue, Wesley Road, Winchester Road

SANDY TOWN COUNCIL

DATE: 9 December 2019

AUTHOR: Cllr M Pettitt

SUBJECT: Report on 2019 NALC Annual Conference

1. Introduction

- The NALC Annual Conference 2019 was held at Doubletree by Hilton Hotel at Milton Keynes on Monday and Tuesday 28th & 29th October. The hotel and conference centre forms part of the Stadium MK complex.
- This year's conference had the title, **Building Stronger Communities** with the welcome to all delegates that, these two days would, "provide a valuable opportunity to discuss key policy issues, attend practical workshops on hot topics and find out more about products and services available to support your council. All while networking and sharing best practice to help build stronger communities."
- I will summarise below how I spent my time at the conference but would suggest that those who are interested enough to do so check out the NALC website as below. This does have all of the PowerPoint or equivalent notes for 8 of the 9 Workshops at which each delegate had the choice of attending 4 over the 2 days. For some reason, there are none for the 'Empowering Young People in Your Community' workshop on day 2 so I have added a few comments of my own.
- The website also has Cllr James Jamieson's briefing note to which I will only add that in his opening remarks, Cllr Jamieson commented, "Against a background of the stalemate in Parliament we live in interesting times probably with more sensible people here in Milton Keynes than at Westminster!"
- Adding to what is in the briefing note, Cllr Jamieson stated that greater devolution and localism means that important decisions on issues including roads, healthcare, schools, parks and libraries should be taken only when there has been full consultation in the local community and a full assessment of infrastructure needs.
- www.nalc.gov.uk/our-events/annual-conference-2019 and then go to PRESENTATIONS.

2. Monday

- I decided in advance that I would give a miss to the NALC AGM (agenda details on the website) which was ‘open to all voting and non-voting delegates’ scheduled to last 2 hours and held in advance of the conference. I opted instead to spend time visiting the 50-plus stands to which a wide range of sponsors and exhibitors were anxious to “grab” the likes of me and interest us in what they had to offer. Among them was our own Derek Kemp of DCK Accounting Solutions. Others included firms from the service sector, insurance, legal and accounting and so on; environmental and ecological, medical, digital and data services and a number from more traditional backgrounds for example, the supply and installation of traditional and more contemporary street furniture, public conveniences and much more besides.
- I learned later in the day that I and others did not miss a great deal by not being at the AGM save that a vote was taken to raise NALC subscriptions for 2020. While no-one to whom I spoke seemed to know by what percentage, this will doubtless soon become clear!
- The conference was formally opened at 2pm, in a plenary session held in the main ball room by **Sue Baxter, Chairman of NALC** whose main message was that local people understand best the needs of their area and by being allowed to make decisions about services they value, can and are, building stronger and thriving communities.
- The mayor of Milton Keynes, Cllr Sam Crooks followed and the 40-minute session concluded with Michelle South, Director of BHIB Councils Insurance. In my personal opinion and while Cllr Crooks 20-minute skip through the history of Milton Keynes was interesting, well delivered and I suppose was fitting given the conference venue, it seemed to me barely relevant to the event itself.
- BHIB is part of BHIB Insurance Brokers and partnered with the UK’s largest insurer, Aviva, who provide bespoke insurance portfolios and advice to the public, private and charitable sectors as well as membership organisations.
- In the context of this conference, BHIB are also the headline sponsor of the Star Council Awards which I will come back to later. Much of what Michelle South had to say during what was none the less an interesting presentation, centered around the increase in Cybercrime and in an unashamedly clear sales pitch, delegates were urged to visit their exhibitors stand to purchase one of their exclusive conference limited edition, Cyber Risk Management bundles or to find out more about their partnership with Parish Online.
- Following a 30-minute break, delegates were given the opportunity of attending 2 out of 4 workshops for an hour at each with a 5-minute break in between. I opted first for the **‘Creating Safer Communities’ Workshop C** followed by **‘Making**

Communities Healthier' Workshop D. Again, more information is on the NALC website and while some presentations have text added, sadly others do not.

- My final decision on the first day of the conference was to miss the drinks reception followed by the NALC Star Council Awards & Dinner held in the main Ballroom from 7-30pm, in favour of attending that evening's STC meeting. Once again, details of the Star Awards can be found on the NALC website.

3. Tuesday

- The second day of the conference opened at 10am in Plenary session with an address given by **Cllr James Jamieson**, the new Chairman of the Local Government Association (LGA) to which I have referred above.
- Next to address the conference was **Cllr Keith Stevens, Vice Chairman (Finance) of NALC**.
- From among the 5 morning workshop options on offer, I chose to attend *Workshop E, Strengthening Rural Communities* which featured the 3 speakers listed on the NALC website, all of whom were clearly passionate and extremely knowledgeable on the subject.
- There followed a further short Plenary session when **Sue Baxter, Chairman of NALC** returned to the podium to give a presentation on the changing role of local councils. She stated she felt confident local councils are well placed to help government, principal authorities and communities tackle the challenges the country faces, adding they are more relevant now than ever before in delivery of public services and empowering and strengthening local communities. Sue Baxter then formally welcomed and introduced **HRH The Princess Royal** as special guest at this year's conference. The Princess Royal gave quite an interesting 20-minute speech which contained several amusing anecdotes; she thanked NALC in its 125th Anniversary year and remained in the ballroom to listen and participate in the next workshop.
- The final item on Tuesday morning was a further workshop and this time I selected, *Workshop F 'Empowering Young People'* and am pleased to report I had saved the best till last! There was much talk during this session of the absolute need for councillors to fully engage with their community and especially with the younger generation; to go into schools and colleges and the need to treat the young as equals and work towards bringing down the average age of councillors! One delegate spoke of the present 3 most motivational issues being: Brexit, Climate Change and Crime and the responsibility councils and councillors have to publicly debate these matters; to use the catchphrase of one very young contributor 'Issues NOT Politics'! Several contributors talked of the success and benefits gained from the formation of Youth Councils and the like within their communities. We learned of notable examples where councils have a number of

elected members aged in their 20's and Kingston Upon Thames Borough Council having elected their present Deputy Mayor last year aged 23!

- Following the hour-long lunch and networking break, the whole of the afternoon was taken up with a Panel Session for all delegates entitled, **Climate Change**. This was without doubt in my view the most stimulating, thought-provoking and some might argue relevant topic dealt with over the 2 days. There were 5 guest speakers who I will list:-
- Tony Grayling, Director of Sustainable Business and development at the Environment Agency (EA).
- Cllr Susanna Rustin, Queens Park Community Council and lead writer at the Guardian.
- Suzanne Jeffrey, Chair of the Campaign against Climate Change
- Chaitanya Kumar, Senior Policy Advisor at the Green Alliance, and
- Cllr Paul Woodhead, Cannock Chase District Council, a chartered environmentalist for 30 years and Chair of the Association of Green Councillors.
- I had waited before preparing this report hoping that briefing notes of the 5 top table speakers would be added to the NALC website but unfortunately this has not happened. The essence of what was discussed was that more and more town, parish and city councils are seemingly taking steps towards declaring a Climate Emergency Resolution. One speaker from the floor was from Buckingham Town Council, which we learned has done just that and now plans to implement a plan - details of which we were told could be provided by their Town Clerk. I and those around me hoped had been warned in advance!
- One speaker, whose name I failed to catch, urged every one of the 10,000 towns and parishes in England to give priority to resolving that in the next twelve months to make one significant contribution, by for example installing water fountains in public places to reduce the amount of bottled water consumed, to resolve to plant a significant number of new trees, to move towards buying and using rechargeable tools and equipment, for example hedge trimmers, strimmers etc. and electric vehicles and so on. Put starkly, a few isolated initiatives would have almost no benefit but the impact of 10,000 initiatives would begin to make a difference.

4. Closing Comments

- More than once during the conference, we were reminded there are in the region of **10,000** town and parish councils in England comprised of around **100,000** councillors. I believe, that while some 80% or 8,000 councils are presently members of NALC, based on the delegate list for this conference, there were **only 114** councillors present representing **only 65** different councils - that is **.65%** of the membership and in addition a further 143 delegates were there

representing NALC (16) most other County Associations including 5 each from Essex & Shropshire and 4 delegates each from 9 other such associations including 3 from Bedfordshire (BATPC).

- A non-scientific analysis would suggest the vast majority of the individual councillors, like me, came from the southern counties of England with no fewer than 40 from in and around Milton Keynes, and 30 more from places nearby like Buckingham, Bicester, Leighton Buzzard and Witney. I know not why but 7 members of Lowestoft Town Council were attending plus 3 each from Seaford in Sussex and Oswestry in Shropshire, almost but not quite, the most northern community to be represented.
- While I was grateful for having had the opportunity to attend this conference, I was left wondering, in-light-of the above statistics, whether it is not really an event aimed more towards representatives of the County Associations and the like. Then, whether it should not really be for those County Associations to come away, disseminate and circulate to their members.
- Finally, I did come away believing there are 3 main issues which I suggest we at Sandy Town Council do need to find time to consider in the coming weeks and months and, in no particular order they are:-
 1. Climate Change and whether we should consider a Climate Emergency Resolution with an action plan for Sandy.
 2. How better to engage with, support and empower the younger members of our community in Sandy, and
 3. The extent to which the words of Cllr James Jamieson in his briefing note will feed into Central Bedfordshire Council's plans for Sandy presently being formulated by Tony Keaveney.

SANDY TOWN COUNCIL**DATE:** 9 December 2019**AUTHOR:** Cllr N Aldis**SUBJECT:** Councillor Surgery – Friday 25th October 2019**1. Summary**

A Councillor surgery was held in the Britannia Pharmacy, Market Square, Sandy, on Friday 25th October between 10 am and 12 noon.

The Pharmacist and staff were very welcoming, but it was necessary to provide two chairs for additional seating. An 'A board' had been prepared to advertise the event and this was placed on the pavement outside the venue. It proved very effective with several callers saying that they had seen the board and came in as a result.

2. Main Issues

The main issues that were raised by visitors during the session included the following:

- The future of Days Inn and the type of person which would be housed there. *The resident was advised that it would be homeless families and individuals. Sandy Town Council had concerns about access to the rest of the town and there would be a planning application shortly for change of use.*
- A resident enquired as to the results of the recent parking surveys carried out in the Kings Road and St Swithun's Way areas. *The resident was advised that the Council had prepared a response which would be delivered to neighbours shortly.*
- Motorbikes on Cooper's Hill. Does the land belong to the Pym's Estate and leased by Sandy Town Council? *The resident was advised to keep ringing the Police and Cllr Aldis would research land ownership.*
- Can the Sandy Green Wheel (SGW) crossing over the A603 near Girtford Bridge be improved? *The resident was advised that the SGW Group were aware of this situation but at present could not further improve the crossing point.*
- What impact on the Sandy roundabout will the developments at the Black Cat cause? *The CBC councillors have been working with Highways England to monitor the situation and the air quality.*

- Are double yellow lines being installed in Woolfield?
The resident was told that a parking survey is to be carried out by CBC in Woolfield and the roads around it.
- There is an overhanging laurel tree on the bank at the back of 28 Fieldfare.
Cllr Aldis said that he would ask the Town Clerk about the issue.

SANDY TOWN COUNCIL

DATE: 9 December 2019

AUTHOR: Cllr M Hill

SUBJECT: Talk of the Town Minibus

1. Summary

A rather depleted committee met in early November but were encouraged by the generally positive state of play.

Nigel Aldis, who has now taken on the role of secretary and bookings manager, reported that despite earlier concerns following Ray's departure, the picture overall was surprisingly rosy at present. If anything, bookings are up on this time last year, due very largely to the fact that the second Ivel Sprinter bus has been off the road for some time with clutch problems. Nigel went on to raise a number of issues:

2. Issues**2.1 Bookings**

By and large a healthy picture. Good link with Sandy Good Neighbours. A couple of problems with Bedford bookings where hirers were not aware that they would have to pay mileage to and from Sandy. Matt at the Brokerage has been very helpful. Availability of drivers is still an issue, especially in the evenings. Max Hill will advertise via the Town Council website. A couple of extra drivers would be a real help. The Ivel Sprinter always provides drivers when their bus is in use.

2.2 Servicing and checks

BS Motors have agreed to collect for servicing. How frequent – every 1000 miles or once a month? Some overlap has occurred. Nothing officially stipulated mileage-wise but 70 days is a maximum requirement. It was agreed that all future servicing would happen every six weeks. Official figures supplied by JL:

	Interval
Annual Service	365 days
Tail Lift Service	184 days
Safety Check	70 days (or) 1500 miles

There was also some discussion about fuel consumption, invoicing, future driver induction, continued headaches with the handbrake and the mobile phone for the bus.

3. Date of next meeting

The next meeting will be held in the week beginning 13 January 2020.

SANDY TOWN COUNCIL

DATE: 9 December 2019

AUTHOR: Cllr M Hill

SUBJECT: Sandy Sports & Leisure Association

Summary

The November meeting was postponed because the Stage 1 survey report from Dr Iain James following his visit to the all-weather pitch on 8 October had not been received. Dr James has apologised for the delay and said that his report would be sent well before the end of the month.

SANDY TOWN COUNCIL

DATE: 9 December 2019
AUTHOR: Cllr M Hill
SUBJECT: Sandy Twinning Association

Summary

Following assemblies held with Year 13 students at both secondary schools in the first week of November with a view to recruiting volunteers for next summer's English summer schools in Skarszewy and Pelplin, Councillors will no doubt be pleased to learn that places for both teams were filled well before the deadlines. In fact, most of the Stratton places had been filled before I even arrived home.

Next summer will be the 23rd summer school in Skarszewy but the first in Pelplin.

SANDY TOWN COUNCIL

DATE: 9 December 2019
AUTHOR: Cllr A Gibson
SUBJECT: Sandy Carnival Committee Report

1. Prince and Princess Competition

The Prince and Princess competition is to be held on Sunday 29th March 2020 at the Roundabout Club.

The Sandy Mayor and Mayoress are invited to attend and judge.

The competition starts with registration at 1.45 and is open to children aged 7 to 11.

Sandy Town Council will be requested to publicise the event on their What's On pages of their website and also on their Facebook page.

2. Date of 2020 Carnival

The date of the 2020 carnival parade is confirmed as Saturday 6th June, and the theme is to be the 'Swinging 60s'.

3. Roles

Roles are assigned to committee members to ensure that we are well prepared with new arena attractions. Roles and responsibility book to be created so that nothing is missed and to support the leaders on the event day.

4. The Site

Concern was expressed about the fencing and gates being erected on Sandye Place Academy field which may limit access for the carnival arena acts and fair. A request for a site meeting has been made to the Clerk of Sandy Town Council who is arranging a meeting with Central Beds Council in the new year. The Chair of the carnival would also like to attend and will email a request to be included in this meeting.

As a contingency plan following this meeting, the Carnival event may need to be relocated to the Sunderland Road playing fields. The playing field has been reserved in the Council diary just in case.

5. Rubbish Collection

A request has been made to Sandy Town Council for the collection of rubbish after the event to be provided, as per previous years. Details of the requirement will be provided after the venue has been assessed and we have confirmation of the venue to be used.

6. Grants

Grant requests to be made to Central Beds Council and Sandy Town Council. I advised the committee that there is a process to be followed and that grant forms can be found on the Sandy Town Council website or to contact admin@sandytowncouncil.gov.uk.

7. Christmas Lights switch on Event – Sunday 1st December

There will be a double stall at the Switch on event this year, so if everything sells out, the profit will be £400+.

8. AOB

The Carnival equipment is being stored in a domestic garage and a committee member asked if this needs to be insured separately. The Treasurer will ring the insurers to find out the details and price.

9. 2020 Committee Meetings

The proposed dates of next year's committee meetings to be held at the Roundabout Club are: 21st January, 18th February, 17th March, 21st April and 19th May.