



# LEDBURY TOWN COUNCIL

TOWN COUNCIL OFFICES, CHURCH STREET, LEDBURY

HEREFORDSHIRE HR8 1DH. Tel. (01531) 632306

Email: [clerk@ledburytowncouncil.gov.uk](mailto:clerk@ledburytowncouncil.gov.uk)

Website: [www.ledburytowncouncil.gov.uk](http://www.ledburytowncouncil.gov.uk)

26 November 2021

Dear Councillor

You are summoned to attend a meeting of **LEDBURY TOWN COUNCIL** to be held on **Thursday, 2 December at 7.00 pm in the Burgage Hall, Church Lane, Ledbury**, for the purpose of transacting the business shown in the agenda below.

Please note a presentation will be given by Peter McCann in respect of a proposal to hold an Employment Recovery Course in Ledbury at 6.45 pm.

Yours faithfully

Angela Price PSLCC, AICCM  
Town Clerk

## A G E N D A

**1. Apologies**

**2. Declarations of Interests**

To receive any declarations of interest and written requests for dispensations.

*Members are invited to declare disclosable pecuniary interests and other interests in items on the agenda as required by the Ledbury Town Council Code of Conduct for Members and by the Localism Act 2011.*

*(Note: Members seeking advice on this item are asked to contact the Monitoring officer at least 72 hours prior to the meeting)*

**3. To receive and Note the Nolan Principles (Standing Item)**  
**(Page 1277)**

**4. To approve and sign the minutes a meeting of an Extraordinary meeting of Council held on 22 November 2021**  
**(Pages 1278-1282)**

**5. Herefordshire Councillors' Reports** **(To Follow)**

To receive reports from Ledbury Ward Members:

- i. Councillor Howells
- ii. Councillor Harvey

iii. Councillor l'Anson

- 6. To consider questions/comments from members of the public in accordance with the provisions of Standing Orders 3(e) and 3(f)**

*"Members of the public may make representations, answer questions and give evidence at a meeting which they are entitled to attend in respect of the business on the agenda. The period of time designated for public participation at a meeting shall not exceed 15 minutes unless directed by the Chairman of the meeting"*

- 7. To Receive motions presented by Councillors in accordance with Standing Order 9 (Standing Item)**

## **MINUTES**

- 8. To receive and note the minutes of a meeting of the Economy & Tourism Committee held on 4 November 2021 and to give consideration to any recommendations therein (Pages 1283-1287)**
- 9. To receive and note the minutes of meetings of the Planning Committee held on 14 October and 11 November 2021 and to give consideration to any recommendations therein (Pages 1288-1297)**
- 10. To receive and note the minutes of a meeting of the Environment & Leisure Committee held on 18 November 2021 and to give consideration to any recommendations therein (Pages 1298-1305)**
- 11. To receive and note the minutes of a meeting of the Finance, Policy & General Purposes Committee held on 25 November 2021 and to give consideration to any recommendations therein (To follow)**

## **GOVERNANCE**

- 12. Committee Membership**

Request from Councillor Sinclair to sit on the following committees:

Planning Committee  
Environment & Leisure Committee  
Finance, Policy & General Purposes Committee

- 13. Neighbourhood Development Plan (Pages 1306-1328)**
- a. Steering Group Minutes – No's. 51-53**
  - b. Budget**
  - c. Communications and Consultation Plan v10 (10 November 2021)**
  - d. Revised NDP Parish Council Draft for Reg 14**
  - e. NDP Reg 14 consultation programme and volunteer register 241121**



## **GENERAL**

- 14. Outside Bodies Reports (If any) (Pages 1329-1336)**
- a. Minutes of the Strömstad Twinning Association Meeting held on 18 March 2021
- 15. Welcome Back Fund (Pages 1337-1355)**
- 16. Great Places to Visit Funding (Pages 1356-1381)**
- 17. Council Newsletter (Standing Item)**
- 18. Job Fair (Page 1382)**
- 19. TRO Scheme at Mabels Furlong (Pages 1383-1392)**
- 20. Electric Buses – Potential for Ledbury to be considered as a pilot scheme (Pages 1393-1473)**
- 21. Boxing Day Hunt (Page 1474)**
- 22. Date of next meeting**
- To note that the next meeting of Full Council is scheduled for 3 February 2022 at 7.00 pm
- 23. Exclusion of Press and Public**
- In accordance with Section 1(2) of the Public Bodies Admission to Meetings) Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting**
- 24. Special Audit Report (To follow)**

**Distribution: - Full agenda reports to all Councillors (13)  
Plus file copy**

**Agenda reports excluding Confidential items to:  
Local Press (2)  
Library (1)  
Police (1)  
Councillor l'Anson (1)**



**LEDBURY TOWN COUNCIL**

**The Seven Principles of Public Life**

**(Nolan Principles)**

**1. Selflessness**

Holders of public office should act solely in terms of the public interest.

**2. Integrity**

Holders of public office must avoid placing themselves under any obligation to people or organisations that might try inappropriately to influence them in their work. They should not act or take decisions in order to gain financial or other material benefits for themselves, their family, or their friends. They must declare and resolve any interests and relationships.

**3. Objectivity**

Holders of public office must act and take decisions impartially, fairly and on merit, using the best evidence and without discrimination or bias.

**4. Accountability**

Holders of public office are accountable to the public for their decisions and actions and must submit themselves to the scrutiny necessary to ensure this.

**5. Openness**

Holders of public office should act and take decisions in an open and transparent manner. Information should not be withheld from the public unless there are clear and lawful reasons for so doing.

**6. Honesty**

Holders of public office should be truthful.

**7. Leadership**

Holders of public office should exhibit these principles in their own behaviour. They should actively promote and robustly support the principles and be willing to challenge poor behaviour wherever it occurs.





Agenda Item 4p

**LEDBURY TOWN COUNCIL**

**MINUTES OF AN EXTRAORDINARY MEETING OF FULL COUNCIL  
HELD ON  
22 NOVEMBER 2021**

---

**PRESENT:** Councillors Howells, Knight, Manns (Town Mayor-Chair), Troy and Whattler

**ALSO PRESENT:** Angela Price – Town Clerk

**C459 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Bannister, Bradford, Chowns, Eakin, Harvey, Hughes and Sinclair

**C460 DECLARATIONS OF INTEREST**

None received.

**C461 TO APPROVE AND SIGN AS A CORRECT RECORD THE MINUTES OF AN EXTRAORDINARY MEETING OF COUNCIL HELD ON 21 OCTOBER 2021**

The Clerk advised that Councillor Sinclair had contacted her in respect of minute no. C458 to advise that he believed the following resolution had been made at the meeting and therefore should be included in the minutes:

“That the Council's Solicitor be asked whether there would be any merit in pursuing a criminal investigation and whether it is worth contacting the Police in respect of this matter.”

The Mayor advised that he recalled having seconded this motion and Councillors also recalled the motion be voted on.

Councillor Howells advised that he given his apologies for the meeting, however they had not been recorded. He also noted that the date of the next meeting of Council had been recorded as 7 December 2021, whereas the date of the next meeting is 2 December 2021.

**RESOLVED:**

**That the minutes of the extraordinary meeting of council held on 21 October 2021 be approved and signed as a correct subject to the following amendments:**

1. That the following resolution be included as Resolution 6 in minute no. C458:

**“That the Council’s Solicitor be asked whether there would be any merit in pursuing a criminal investigation and whether it is worth contacting the Police in respect of this matter.”**

2. That the minutes be amended to show that Councillor Howells had given his apologies for the meeting.
3. That the date of the next meeting be amended to read “2 December 2021”.

C462.

#### **GREAT PLACES TO VISIT – SERVICE LEVEL AGREEMENT**

Members were advised that the meeting had been called for the purpose of considering the Great Places to Visit Activities list and agree which two Councillors should sign the Service Level Agreement, in accordance with Standing Order 23, due to the SLA stating that it has been prepared as a Deed.

However, the Clerk advised Members of a number of anomalies within the Service Level Agreement which she advised prevent Council from being able to sign the agreement at this stage.

- The date of the Service Level Agreement had been included on the front page of the document as 15 November 2021, however two pages in the commencement date was noted as 4 November 2021. Later in the document (12.1) it advises that Hereford Council could withhold, or suspend payment of the Funding and/or require repayment of all or part of the Funding if:
  - (b) the delivery of the Project does not start within 4 weeks of the Commencement Date.
- On page 2 of the document it advises that the Funding Period ends on 31 March 2022, the information received was that this funding period ends in June 2022.
- There are a number of requirements listed within the agreement that need to be defined:
  - Page 9 – 12.1(c) – “the Council considers that the Delivery Partner has not made **satisfactory progress** with the delivery of the Project Activity.
  - Page 11 – 19 Termination – The Council may terminate this agreement on giving Delivery Partner one month’s written notice it be required to do so by financial restraints or **for any other reason**.



These need to be addressed with Hereford Council in respect of definition of both highlighted points.

- Page 1265 – 23 Dispute Resolution – in both 23.1 and 23.2 there are blank spaces which should be filled prior to signing off the document.
- Page 1266 – This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

As mentioned above clarification needs to be sought on the commencement date, and once Ledbury Town Council has agreed their activity list and are satisfied that all the anomalies within the document have been addressed, then the document should be signed by two Councillors and witnessed by the Clerk, as the Proper Officer, in line with Standing Order 23.

- As stated above because this agreement has been drawn up as a deed it must be signed in accordance with Ledbury Town Council Standing Order no. 23, which states that it should be signed by two Councillors and witnessed by the Clerk. Therefore, the authorised signatories on page 14 will need to be amended accordingly.

The Clerk suggested that Members should review the Activity list provided as she was able to provide updates on the items listed following a conversation with Councillor Harvey as a Ward Councillor and the Cabinet Member for Finance at Herefordshire Council.

The Clerk advised that Councillor Harvey had raised a number of concerns with Roger Allonby, Head of Economy at Herefordshire Council in relation to the Service Level Agreement.

Members reviewed each of the items on the Activity List, and it was agreed that the Clerk should investigate the following items further and provide feedback to the meeting of Council scheduled for 2 December 2021.

1. Provision of commercial solar lighting in St Katherines car park – The Clerk advised that they may wish to reconsider this item as a project under the funding scheme, on the grounds that the lighting at St Katherines car park is likely to be part of the landscaping project at the Master's House which is being considered by Hereford Council under S106 provision. Councillor Whattler suggested considering not having fixed solar lights, that they could be mounted on concrete blocks, which could be used in other areas of the town once the Master's House Landscaping project is completed.

2. Provision of recycling bins in the town centre – The Clerk advised that she had received notification from the Waste Department at Herefordshire council via the Economy Team that they had recently explored the idea of recycling bins but that a number of operational issues had been identified, which meant that the service could not currently be provided under the street cleansing arrangements. Therefore, the advice received from the Economy Team was that the Town Council should give consideration to an alternative project.
3. To repair and extend the steps at Dog Hill Woods to the picnic area at the top – Members agreed that the Clerk should investigate this activity further with a view to providing costings and more detail of the project to the meeting of Council scheduled for 2 December 2021.
4. Provision of a shop front enhancement grant scheme for local traders – The Clerk advised Members of concerns around the possible need for listed building/planning permission that may be required for works under this scheme. She advised that it may not be possible to deliver the scheme within the timeframe of the funding. Members agreed that further investigation of this was needed.
5. Submission of Traffic Regulation Order for the installation of dropped kerbs in and around the town centre – the Clerk advised that Members may wish to reconsider this activity, pointing out that whilst the TRO may be submitted it does not guarantee the work will be undertaken in the period of the funding.

The Clerk advised of a number of suggestions received from Councillor Harvey and it was agreed that these would be sent to all Councillors for consideration prior to the meeting on 2 December.

Councillor Whattler asked whether instead of the recycling bins consideration could be given to the repair of a set of steps on the Town Trail steps leading up

Councillor Knight asked whether the installation of a tennis court on the recreation ground could be considered within the activities.

#### **RESOLVED**

1. **That the Clerk work with Councillor Harvey and Herefordshire Officers to ensure the points raised above in respect of the Service Level Agreement are addressed.**

2. That the Clerk revisit the Activity List and establish whether the public realm projects in points 1, 4 and 5 above are investigated further with Herefordshire Council.
3. That the Clerk provide costings and more detail to the meeting of Council scheduled for 2 December 2021 in respect of the proposal to extend the steps at Dog Hill Woods.
4. That a report be provided at the meeting of Council on 4 December on the progress of the issues raised within these minutes.

C463

**DATE OF NEXT MEETING**

**RESOLVED** to note that the next meeting of Council is scheduled for 2 December 2021 at 7.00 pm in the Burgage Hall.

The meeting ended at 8.03 pm.

Signed ..... Dated .....





**LEDBURY TOWN COUNCIL**

**MINUTES OF ECONOMY AND TOURISM COMMITTEE HELD ON  
4 NOVEMBER 2021**

---

**PRESENT:** Councillors Chowns, Bradford, Hughes (Chair), Howells and Knight

**ALSO PRESENT:** Angela Price – Town Clerk  
Julia Lawrence – Deputy Clerk  
Amy Howells – Minute Taker  
Councillor Helen l'Anson – Member of the public

**ET20 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Harvey, Morris and Bannister.

**ET21 DECLARATIONS OF INTEREST**

None received.

**ET22 PUBLIC PARTICIPATION**

Members of the public are permitted to make representations, answer questions, and give evidence in respect of any item of business included in the agenda.

No members of the public were present.

Councillor Howells joined the meeting at 7:01pm.

**ET23 TO APPROVE AND SIGN AS A CORRECT RECORD THE MINUTES OF  
MEETINGS OF THE ECONOMY & TOURISM COMMITTEE HELD ON  
26 AUGUST 2021 AND 7 SEPTEMBER 2021**

**RESOLVED:**

**1 That the minutes of the Economy & Tourism Committee meetings held on 26 August 2021 and 7 September 2021 be approved and signed as a correct record subject to the following amendment:**

- i. That the page included from Malvern Gazette and Ledbury Reporter be removed as it had no relevance to the agenda item.**

## **ET24 ACTION SHEET**

Members gave consideration to the Action Sheets noting that the words 'Masters House' had been omitted from the comments section under ET11(3): "Rooms in Master's House".

The Clerk noted that the Master's House would be a preferred location for a Tourist Information Centre as it is normally open on a Saturday, whereas Ledbury Town Council offices are not.

Councillor Howells advised that Mr Jeremy Wolf had offered to deliver copies of the Ledbury map to local shops on a regular basis.

### **RESOLVED:**

- 1 That the Committee receive and note the Action Sheets.**
- 2 That the Community Development Officer submit a report on Tourist information Centre's to a future meeting of the Committee.**

## **ET25 LOCAL SHOP FRONTAGES IN LEDBURY**

Discussions took place regarding a number of properties within the Town that were in a poor state of repair. It was noted that certain properties were also unsafe, and attempts had been made to contact the owners by Herefordshire Council, without success. Councillor Howells made reference to a Conservation Area Appraisal Plan and suggested that Ledbury Town Council should have its own Appraisal Management Plan.

### **RESOLVED:**

- 1 That the Clerk should contact the Health & Safety Executive/ Environment Officer at Herefordshire Council and make them aware of the dangers of the particular properties, who would then be in a position to enforce such action.**
- 2 That the Committee consider drafting a Conservation Area Appraisal Management Plan once the Neighbourhood Development Plan has been completed.**

## **ET26 FEEDBACK ON HERITAGE OPEN DAY**

The Committee noted that the Heritage Open Day event had been well received and agreed that a larger event should be considered for 2022.



**RESOLVED:**

1. That Ledbury Town Council should participate in the Heritage Open Day event in 2022 and that the Community Development Officer should work with all heritage organisations to create a larger event in the town in 2022.

**ET27 COMMUNITY DEVELOPMENT OFFICER STRATEGIC PLAN**

The Committee reviewed the Community Development Officer's Strategic Plan and requested that the tasks be prioritised and to remove any duplications.

**RESOLVED:**

That the Committee receive and note the contents of the Strategic Plan and that the Community Development Officer be tasked to draw up a list of priorities.

**ET28 CORPORATE PLAN**

The Committee reviewed the Corporate Plan noting updates.

**RESOLVED:**

That the corporate plan be received and noted.

**ET29 WORKING PARTIES**

1. To receive and note minutes of a meeting of the Arts & Cultural Events Working Party held on 5 October 2021.

**RESOLVED:**

That the minutes of the Arts & Cultural Events Working Party held on 5 October 2021 be received and noted.

2. To approve the Terms of Reference for the Arts & Cultural Events Working Party.

**RESOLVED:**

That the Terms of Reference for the Arts & Cultural Events Working Party be approved, subject to being re-submitted to the next meeting of Arts & Cultural Events Working Party to consider any additional items received from the wider membership.

Councillor Helen l'Anson left the meeting at 7:56pm

3. To receive and note minutes of a meeting of the Markets Working Party held on 15 October 2021.

**RESOLVED:**

**That the minutes of the Markets Working Party held on 15 October 2021 be received and noted.**

4. To approve the Terms of Reference for the Markets Working Party.

**RESOLVED:**

**That the Terms of Reference for the Markets Working Party be referred back to Markets Working Party for consideration as the current Terms of Reference do not refer to meeting quorum.**

**ET30 CONSIDERATION OF ITEMS TO BE INCLUDED IN THE 2022/23 ANNUAL BUDGET**

Members felt that the Christmas lights budget should be considered as part of the Environment & Leisure budget.

**RESOLVED:**

- 1 That the proposed 2022/23 budget figures, as per the budget report be recommended to the Finance, Policy & General Purpose Committee for approval.
- 2 That Christmas Lights budget should be considered as part of the Environment & Leisure budget.
- 3 That the Arts & Cultural Working Party and Events Working Party be amalgamated to form one Working Party and that the revised Working Party report to the Environment and Leisure Committee accordingly.

**ET31 NATIONAL ASSOCIATION OF BRITISH MARKETS (NABMA)**

The Clerk provided a summary of NABMA and how it can provide mentors and information free of charge as part of the annual membership fee.

**RESOLVED:**

- 1 That members receive and note the information provided and agreed to refer this document to the next Markets Working Party for further consideration.
- 2 That the Community Development Officer draft a 'Declaration of Market Powers' to be considered at the Markets Working Party prior to recommendation to Economy & Tourism.

**ET32 DATE OF NEXT MEETING**

**RESOLVED:**

**It was noted that the next meeting of the Economy & Tourism Committee is scheduled for Thursday, 3 March 2022 at 7:00pm in the Burgage Hall.**

The meeting ended at 8:31pm.

Signed ..... Dated .....  
(Chair)





LEDBURY TOWN COUNCIL

MINUTES OF THE PLANNING COMMITTEE HELD ON 14 OCTOBER 2021

---

**PRESENT:** Councillors Bannister, Hughes, Howells, Knight, Morris and Bradford

**ALSO PRESENT:** Julia Lawrence – Deputy Clerk  
Amy Howells – Minute Taker

**P488 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Manns and Troy

**P489 DECLARATIONS OF INTEREST**

None received.

**P490 PUBLIC PARTICIPATION**

No public were present.

**P491 TO APPROVE AND SIGN THE MINUTES OF THE PLANNING COMMITTEE MEETING HELD ON 9 SEPTEMBER 2021**

**RESOLVED:**

**That the minutes of the meetings Planning Committee held on 9 September 2021 be approved and signed as a correct record subject to the following amendment:**

**Minute no. P481(1) be amended to read as follows:**

**Planning application 212394 – Proposed road level platform and storage shed space under the platform to be utilised as a storage area. Existing retaining walls and steps from pavement level down to the front door to be reconfigured and replaced - Dromod, 55 Bank Crescent, Ledbury, Herefordshire, HR8 1AF**

**P492 TO REVIEW THE ACTION SHEET**

The Chair provided an update on the outstanding items on the action sheet.

**RESOLVED:**

**That the action plan be received and noted.**

P493

## **PLANNING CONSULTATIONS**

- 6.1 Application no. 213722 – 21 The Southend, Ledbury, Herefordshire, HR8 2EY**

**RESOLVED:**

**No objection**

- 6.2 Application no. 213471 – Manchester House, 9 High Street, Ledbury, Herefordshire, HR8 1DS**

**RESOLVED:**

**No objection**

- 6.3 Application no. 213472 - Manchester House, 9 High Street, Ledbury, Herefordshire, HR8 1DS**

**RESOLVED:**

**No objection**

- 6.4 Application no. 213491 – 70 New Street, Ledbury, Herefordshire, HR8 2EE**

**RESOLVED:**

**No objection**

- 6.5 Application no. 213685 – 19 Bramley Close, Ledbury, Herefordshire, HR8 2XP**

**RESOLVED:**

**No objection**

P494

## **PLANNING DECISIONS**

The committee were updated with decisions that had been made in respect of planning applications.

Councillor Bradford made reference to Planning Applications no's. 204577, 204578, 204577 and 204578 requesting that the Clerk should write to Herefordshire Council asking why "no decision" had been made in view of these being in respect of major redevelopment works.

**RESOLVED:**

1. That the Clerk write to Herefordshire Council to ask why “no decision” has been made in respect of planning application no’s. 204577, 204578.
2. That the Planning Decisions report be received and noted.

P495

**WORKING PARTIES**

**a. Neighbourhood Development Plan**

Councillor Howells gave an update on the following Neighbour Development Plan Working Party. He confirmed that a first draft of the Neighbourhood Development Plan would be available in the week commencing 18 October 2021.

- i. Minutes of a meeting held on 15 September 2021
- ii. Steering Group Notes
- iii. Public Consultations draft report
- iv. Public Consultation draft executive summary

**RESOLVED:**

That the update on the Neighbourhood Development Plan be received and noted.

- b. Minutes of a meeting of the Traffic Management Working Party meeting held on 1 September 2021.

**RESOLVED:**

That the minutes of the meeting of the Traffic Management Working Party held on 1 September 2021 be received and noted, noting the recommendations within.

**RECOMMENDATIONS:**

**Recommendation 1 – That a recommendation be made to the Finance, Policy & General Purposes Committee for inclusion of funds in the 2022/23 budget for the purchase and installation of gates at Parkway.**

**Recommendation 2 – That Ledbury Town Council pursue the implementation of a frequent Town bus service and offer Ledbury as a trial scheme for smaller electric buses linking the town centre to other towns to assess the feasibility of such a project operating in Ledbury.**

- c. Minutes of the Larger Planning Application Working Party meetings held on 6 and 9 September 2021

**RESOLVED:**

**That the minutes of the Major Planning Applications Working Party meetings held on 6 and 9 September 2021 be approved and signed as a correct record, noting the recommendation at minute number MPA 43.**

- d. Minutes of a meeting of the Section 106 Task & Finish Group meeting held on 13 September 2021

**RESOLVED:**

1. That the minutes of the meetings Section 106 Task & Finish Group meeting held on 13 September 2021 be received and noted.
2. That all upcoming working party meetings be advertised on the Council website.
3. The S106 Task & Finish S106 matters in fuller detail, including housing development on the cricket pitch and bring this back to the next meeting of Planning.

**P496**

**RIPARIAN OWNER RESPONSIBILITIES**

- A. Ditches & Drainage
- B. Process Guidance Members and Parishes
- C. Good Maintenance Guidance

**RESOLVED:**

**That the reports be received and noted.**

**P497**

**DATE OF NEXT MEETING**

**RESOLVED:**

**To note that the next meeting of the Planning Committee Meeting was scheduled for 11 November 2021 at 7.00 pm in the Burgage Hall.**

The meeting ended at 8:28pm.

Signed ..... Dated .....  
(Chair)



**LEDBURY TOWN COUNCIL**

**MINUTES OF A MEETING OF THE PLANNING COMMITTEE  
HELD ON  
11 NOVEMBER 2021**

---

**PRESENT:** Councillors Bannister,

**ALSO PRESENT:** Angela Price – Town Clerk

**P498 APOLOGIES FOR ABSENCE**

Apologies for absence were received from Councillors Manns, Harvey and Hughes.

**P499 DECLARATIONS OF INTEREST**

None received.

**P500 PUBLIC PARTICIPATION**

Residents of Bramley Close were given the opportunity to raise their concerns in respect of planning application 213685 – 19 Bramley Close, which had been considered at the previous meeting of the Planning Committee.

They advised that they wanted to object to this planning application on the grounds that they did not believe it was a one storey extension as proposed, but that it appeared to be a two storey extension. They advised that Bramley Close consists of a number of bungalows and should this planning application be approved it would not be in keeping with the current properties.

Their rationale for wanting to object to the planning was that the plans appear to show that the proposed height of the extension as the same as the apex of the building and that it will take over approximately 1/3 of the current garden space. They also stated that the plans show a flight of stairs leading to a loft space above the proposed ground floor extension, which adds to their belief that this is not a single storey extension.

The residents also made Members aware that they believe this extension will devalue their property, as the extension will be less than 2m away from their property.

They urged Members of the Planning Committee to revisit this application with the points the residents had raised in mind.

Councillor Bradford asked whether they had been in touch with their Ward Councillor, Councillor Helen l'Anson, advising that they should do this.

The Chair assured the residents of Bramley Close that they would revisit the planning application and request an extension to review this further at their next meeting.

**RESOLVED:**

1. **That the Clerk contact the case officer in respect of planning application no. 213685 and request an extension until after the next meeting of the Planning Committee, scheduled for 9 December 2021, in the light of the additional information and concerns raised by local residents.**
2. **That should it not be possible to secure an extension Members of the Planning Committee review the application and agree a further response to the application via email directed from the Clerk.**

P501

**TO APPROVE AND SIGN AS A CORRECT RECORD, THE MINUTES OF A MEETING OF THE PLANNING COMMITTEE HELD ON 14 OCTOBER 2021**

**RESOLVED:**

**That the minutes of the meeting of the Planning Committee held on 14 October 2014 be approved and signed as a correct record.**

P502.

**ACTION SHEET**

Members reviewed the Action Sheet and Councillor Morris asked whether completion dates could be added to all of the actions and not just those that had been completed. The Clerk advised it is not always possible to predict when actions will be completed, however it was agreed that anticipated completion dates should be included and subsequently the committee reviewed the action sheets providing anticipated completion dates for all outstanding actions.

**RESOLVED:**

1. **That the action sheet be received and noted, noting the inclusion of the anticipated completion dates for all outstanding actions within them.**
2. **That the Clerk chase a number of the actions as a priority.**

## **PLANNING CONSULTATIONS**

- 6.1 Application no. 212375 – South of Leadon Way, Ledbury, Herefordshire, HR8 2HT

Members did not consider they could provide any further comment to their previous comments in respect of this application.

### **RESOLVED:**

**No further comment.**

- 6.2 Application no. 213387 – Upper Mitchell, Bradlow and Westhill, Herefordshire, HR8 1JF

### **RESOLVED:**

**That the Clerk contact the case officer for this planning application and ask for more information to assist them with their response and that once received this information be forwarded to Members for them to provide comments via email.**

- 6.3 Application no. 212388 - Upper Mitchell, Bradlow and Westhill, Herefordshire, HR8 1JF – Listed Building Consent

### **RESOLVED:**

**No objection**

- 6.4 Application no. 213583 – Old Market Court, Market Street, Ledbury, Herefordshire, HR8 2GE

### **RESOLVED:**

**No objection**

- 6.5 Application no. 213776 – Elmswood Victoria Road, Ledbury, Herefordshire, HR8 DB

### **RESOLVED:**

**No objection**

- 6.6 Application no. 213823 – 10 Pound Meadow, Ledbury, Herefordshire, HR8 2EU

**RESOLVED:**

**No objection**

P504 **PLANNING DECISIONS**

**RESOLVED:**

**That the planning decisions be received and noted.**

P505 **LICENCE APPLICATIONS**

- a. The Fruit and Veg Stop, 44 Bye Street, Ledbury, HR8 2AA

Members raised concerns over the request in respect of the licence application for this premises. They did not consider that a fruit and veg shop lends itself as a venue for the sale of alcohol to be consumed on the premises. Councillor Knight advised that it was understanding that they wanted to be similar to Hay Wines and provide wine tasting nights etc., she added that she had been approached by a number of elderly residents in the area who had expressed concern at this licence being issued.

Members felt that more information on the proposed business activity should be sought from the licensing officer.

**RESOLVED:**

**That the Clerk write to the Licensing Officer advising that Ledbury Town Council object to the issuing of this license on the grounds of public safety and prevention of public nuisance and that further details on the proposed business activity be made available.**

- b. Sunrise Café, 23 High Street, Ledbury, HR8 1DS

**RESOLVED:**

**Objection on the grounds of public safety and prevention of public nuisance.**

P506 **WORKING PARTIES**

- a. Major Planning Applications

To receive and note the minutes of a meeting of the Major Planning Applications Working Party held on 28 October 2021



**RESOLVED:**

**That the minutes of the meeting of the Major Planning Applications Working Party held on 28 October 2021 be received and noted.**

b. Neighbourhood Development Plan

- i. To receive and note the minutes of a meeting of the Neighbourhood Development Plan held on 9 October 2021.

**RESOLVED:**

**That the minutes of a meeting of the Neighbourhood Development Plan held on 9 October 2021 be received and noted.**

- ii. To receive and note the notes of Steering Group meetings 50 and 51

**RESOLVED:**

**That the notes of Steering Group meetings 50 and 51 be received and noted.**

- iii. To receive and note the following documents:

- Public Survey responses full final report
- Public Survey response report executive summary
- Working draft of the LVBA report from Carly Tinkler

**RESOLVED:**

**That the above documents be received and noted.**

- iv. Draft revised NDP document

**RESOLVED:**

**That the revised NDP document be referred to the next meeting of Council, scheduled for 2 December 2021 for approval, and that following that approval it be sent to Herefordshire Council for statutory consultation.**

P507      **PLANNING OBLIGATIONS – SUPPLEMENTARY PLANNING DOCUMENT**

Members of the Planning Committee were provided with a copy of the Planning Obligations Supplementary Planning Document for information in relation to Section 106 contributions.

**RESOLVED:**

**That the Planning Obligations – Supplementary Planning Document be received and noted.**

P508      **DATE OF NEXT MEETING**

**RESOLVED:**

**To note that the date of the next meeting of the Planning Committee is scheduled for 9 December 2021.**

**The meeting closed at 8.36 pm**

**Signed .....**  
**(Chairperson)**

**Dated.....**

LEDBURY TOWN COUNCIL

MINUTES OF AN ENVIRONMENT & LEISURE COMMITTEE HELD ON  
18 NOVEMBER 2021

**PRESENT:** Councillors Bradford, Chowns, Eakin, Knight, Manns (Town Mayor – Ex-officio), Morris and Whattler

**ALSO PRESENT:** Angela Price – Town Clerk  
Julia Lawrence – Deputy Clerk  
Amy Howells – Minute Taker  
Councillor Sinclair  
PCSO Nick Ashby – West Mercia Police  
Charles Naylor - Design Out Crime Officer - West Mercia Police

**E191 APOLOGIES FOR ABSENCE**

No apologies for absence were received.

**E192 DECLARATIONS OF INTEREST**

Councillor Knight declared a personal interest in agenda item E208, Christmas Gifts.

**E193 PUBLIC PARTICIPATION**

**RESOLVED:**

No public were present.

**E194 TO RECEIVE AND NOTE THE MINUTES OF A MEETING OF THE  
ENVIRONMENT & LEISURE COMMITTEE HELD ON 16 SEPTEMBER 2021**

**RESOLVED:**

That the minutes of an Environment & Leisure Committee meeting held on 16 September 2021 be approved and signed as a correct record subject to the following amendment:

- 1 Minute No. E171 – That it be recorded that apologies were given by Councillor Morris.
- 2 Minute No's E179 and E183 – That the spelling of Councillor Chowns name be amended from "Chows" to "Chowns".
- 3 That the raised pavement at Top Cross referred to in previous minutes should remain as a standing item on the agenda.

- 4 That it be noted that the Big Green Market did not take place due to COP26 but that the Committee were keen for this event to take place in 2022.

The Chair asked Members of the Committee if they would agree to bring Item 20 forward noting that Members would be requested to consider going into closed session as this agenda item had been placed on the agenda to be discussed in confidential discussions.

#### **E195 EXCLUSION OF PRESS AND PUBLIC**

##### **RESOLVED:**

In accordance with Section 1(2) of the Public Bodies Admission to Meetings Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting.

#### **E196 RECREATION GROUND UPDATE**

Mr Charles Naylor, on behalf of West Mercia Police, gave a brief overview of the current situation at the Recreational Ground noting that 12 reports had been recorded by the Police. During a recent visit to the recreational ground with the Deputy Clerk, Mr Naylor had undertaken an environmental visual audit of the area and recommended that the tree growth/vegetation along the Town Trail should be cut back to allow more light into the area and make it safe. Mr Naylor made reference to the CCTV and suggested that the Council could investigate linking their CCTV with Herefordshire Council's CCTV Monitoring Unit.

Members of the Committee discussed the Shelter and believed that all options still needed to be addressed before either removing the Shelter itself and leaving the seating in place, moving the whole structure to another location or totally removing the whole structure for a temporary period. Committee members noted that the Shelter had originally been earmarked for a location closer to the car-parking area when it was originally constructed.

##### **RESOLVED:**

- 1 That Councillors receive and note the contents of the report.
- 2 That the Deputy Clerk obtain quotations for alternative CCTV cameras with a higher resolution.
- 3 That the Deputy Clerk liaise with Sustainable Ledbury Group with a view to cutting back some of the vegetation along the Town Trail to provide more light in the area.
- 4 That the Committee give consideration to removing the Shelter but leaving the seating in its current location or totally removing the whole structure for a temporary period.



PCSO Nick Ashby and Mr Charles Naylor left the meeting at 7:50pm.

**E197 RESOLVED:**

**That the meeting return to public session.**

**E198 TO REVIEW ACTION SHEETS**

The Committee were requested to give consideration to the Action Sheets. Councillor Morris requested that in future all items within the Action Sheets identify a timeline for completion.

Councillor Morris made reference to E125(1) regarding vertical banners; The Clerk confirmed that this had been included within the "Welcome Back Fund". The Committee agreed arrange a Task and Finish Group meeting to progress this project. Councillors Morris, Manns, Knight and Sinclair registered their interest in attending the Task and Finish Group meeting and the Deputy Clerk was tasked to arrange a meeting to take place within the next 7 to 10 days.

**RESOLVED:**

- 1 That the Committee receive and note the Action Sheets.**
- 2 That the Action Sheets be updated with dates and emailed to Members of the Environment & Leisure Committee by the Deputy Clerk once completed.**
- 3 That Dog Hill Woods be placed on the next agenda of the Environment & Leisure Committee for further discussion.**
- 4 That the Deputy Clerk is to arrange a Task and Finish Group meeting to progress the vertical banners project.**

**E199 GRANT OF EXCLUSIVE RIGHT OF BURIAL AND TRANSFER OF EXCLUSIVE RIGHT OF BURIAL**

**RESOLVED:**

- 1 That in accordance with Standing Order 23(a) authority to given for the Deeds of the Exclusive Rights of Burial (Deed numbers 152, 704, 705, 706 and 707) to be signed, granting the exclusive right of burial to those named as the purchaser of the Deed of Exclusive Right of Burial.**
- 2 That in accordance with Standing Order 23(a) authority be given for the Transfer of Deed of Exclusive Right of Burial (Deed numbers 170, 233, 372, 399 and 427) to be signed, granting the Exclusive Right of Burial to those named as the purchaser of the Deed of Exclusive Right of Burial.**

1300

## **E200 CHRISTMAS LIGHTS SWITCH ON**

The Committee noted that the Market House had been referred to as "Market Hall" in the report and that this should be amended.

A poster for the Christmas Lights Switch-on event was provided for members, noting that this had been shared with social media platforms, including 'Voice of Ledbury' and the Ledbury Town Council Notice board.

### **RESOLVED:**

**That the Committee receive and note the contents of this report.**

## **E201 QUEEN'S PLATNIUM JUBILEE COMMEMORATIVE MUGS**

The Committee considered whether Ledbury Town Council would like to purchase commemorative mugs for the Queens Platinum Jubilee.

### **RESOLVED:**

**That the Council would not purchase commemorative mugs in respect of the Queens Platinum Jubilee.**

## **E202 BENCHES**

Members were asked to give consideration to two requests for benches. The first bench was a memorial bench to be located in Ledbury Cemetery in memory of a close friend. The second bench proposed was to locate one of Ledbury Town Council's new benches in front of the Alms Houses and promote it as a friendship bench. The location of this bench would require permission from Herefordshire Council.

### **RESOLVED:**

- 1 That permission to have a bench placed within the Cemetery not granted on the grounds that Ledbury Town Council have a Bench Policy in place whereby the Council will provide the benches to enable more than one memorial plaque to be placed on them to avoid saturation of benches in the Cemetery.**
- 2 That the Committee agreed to erect a friendship bench with the proposed location being outside the Old Cottage Hospital, subject to agreement from Herefordshire Council.**

## **E203 LIGHTING IN LEDBURY**

Members were asked to consider the report provided in respect of new lighting in Ledbury Churchyard, St Katherines Car Park and at The Southend.

The Clerk reported that an application for solar lights at St Katherines Car Park was being considered as part of the Welcome Back Fund.



**RESOLVED:**

- 1 That the Committee note the contents of the report.
- 2 That the quotation received for 3 new lanterns to be replaced in Ledbury Churchyard at a cost of £1,522.96 be approved.
- 3 That the Deputy Clerk investigate whether further lighting can be put in place within St Katherine Car Park, subject to the regulations set out in the Planning Application No. 150041, which would be in addition to the solar lights referred to above.
- 4 That the Chair of the Committee and Deputy Clerk meet with Balfour Beatty to establish where and what replacement lights can be erected along The Southend and at what cost and report back at the January 2022 meeting.

**E204 CONSIDERATION OF ITEMS FOR INCLUSION IN THE 2022/23 ANNUAL BUDGET**

The Clerk asked Members to consider the budgets put forward and for any additional budget items to be considered for inclusion in the 2022/23 annual budget.

**RESOLVED:**

- 1 That the draft proposed 2022/23 budget figures be **RECOMMENDED** to the Finance, Policy & General Purpose Committee for approval.
- 2 That it be noted that the Environment & Leisure Committee had no proposals for additional budget items for inclusion within the 2022/23 budget.

**E205 CORPORATE PLAN**

The Deputy Clerk advised the Committee that the Corporate Plan had been updated to eliminate any duplications as well as summarising priority works.

The Committee noted the following amendments:

Item: A8 referred to "Health Group", they felt that this should be amended to "CCG".

Item: A10 had an ongoing budget of £5,000 set aside.

Item: B4 "military theatre" should read "theatres of operation".

**RESOLVED:**

- 1 That the Corporate Plan be received and noted subject to the following amendments:**

- i. Item: A8 referred to "Health Group", they felt that this should be amended to "CCG".
- ii. Item: A10 had an ongoing budget of £5,000 set aside.
- iii. Item: B4 "military theatre" should read "theatres of operation".

**E206 WORKING PARTY**

**To receive and note the minutes of a meeting of the Events Working Party held on Wednesday, 6 October 2021 and consider any recommendations therein.**

**RESOLVED:**

- 1 That the minutes of an Events Working Party held on 6 October 2021 be approved and signed as a correct record.**
- 2 That an artificial Christmas tree be purchased for the Cemetery Chapel for use in 2022 onwards.**

**E207 TOY SWAP SALE**

Unfortunately, this item had been requested by the Community Development Officer, who was off sick and therefore this item was deferred until the next meeting.

**RESOLVED:**

**That the Toy Swap/Sale item be deferred to a future meeting of the committee.**

**E208 LEDBURY FOOD GROUP**

Mr Griff Holliday, Secretary of Ledbury Food Group had requested Ledbury Town Council consider his report to act as the Applicant Organisation in a grant application to Herefordshire Council for funding under their Festival and Events Discretionary Grant Scheme.

**RESOLVED:**

**That Members approved and support the application.**

**Councillor Eakin left the meeting at 9:00pm.**



**E210 RESOLVED:** That Standing Order 3(x) be suspended for a period of 15 minutes.

**E211 CHRISTMAS GIFTS**

Members were presented with an audit of presents currently in possession of the Council. The Committee were asked to consider providing Christmas gifts to children from less fortunate homes as they had done in 2020.

**RESOLVED:**

1. That Christmas gifts be provided to children identified via Ledbury Primary School and the Children's Centre and that this be continued in 2022/23.
2. That the funds required to purchase additional gifts in 2021/22 be taken from the events budgets.

**E212 CAMERAS IN DOG HILL WOOD**

Committee Members discussed the use of cameras in Dog Hill Woods. It was noted that wildlife cameras had been erected in the past but were now out of vision due to tree growth and were not serving a purpose. The Committee appreciated that if new battery powered cameras were erected, then they would likely only have short battery life and thereafter would only work as a deterrent.

**RESOLVED:**

That members approve the erection of CCTV signs in Dog Hill Wood.

**E213 DATE OF NEXT MEETING**

**RESOLVED:**

To note that the date of the next meeting of the Environment and Leisure Committee is scheduled for 20 January 2022 at 7:00pm in the Burgage Hall.

**E214 EXCLUSION OF PRESS AND PUBLIC**

**RESOLVED:**

In accordance with Section 1(2) of the Public Bodies Admission to Meetings Act 1960, in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public are excluded from the remainder of the meeting.

1304

## **E215 LAND VALUATION REPORT**

Members were presented with a report to review regarding land valuations owned by Ledbury Town Council.

### **RESOLVED:**

- 1 That the Clerk review the Asbestos Surveys for all buildings owned by Ledbury Town Council, to ensure that they are in place for all buildings accordingly.**
- 2 That investigate whether an EPC is required in respect of the Chapel, and if so, to arrange for this to be carried out without delay.**
- 3 That a RECOMMENDATION be submitted to a meeting of the Finance, Policy & General Purposes Committee that the Clerk confirms with the Council's Solicitors the suggested market rental value of £3,000 for inclusion in the draft lease and that a copy of the draft lease, once prepared by submitted to a meeting of the Finance, Policy & General Purposes Committee for consideration, and that a copy of the draft lease be provided to the Co-operative Funeral Care Solicitor for consideration and comment.**
- 4 That the report be submitted to a meeting of Council for further consideration on what action, if any, the Council would wish to take in respect of land owned by Ledbury Town Council.**

## **E216 TIMBER ASSESSMENT – COUNCIL OFFICES & MARKET HOUSE**

Members will note that before any quinquennial works take place on either the Market House or Council Offices, that a timber assessment of both buildings takes place first.

Demaus Building Diagnostics were commissioned to undertake these works and their report detailed works to take place.

### **RESOLVED:**

- 1. That members of the Environment & Leisure Committee receive and note the contents of this report.**
- 2. Members agreed for Officers progress the works suggested and for the Deputy Clerk to bring back more information at the next meeting.**

The meeting ended at 9:15pm.

Signed ..... Dated .....  
(Chair)

1305



## Ledbury NDP Steering Group (SG) agenda and actions

Members: Cllr Phillip Howells (PH); Nicola Forde (NF); Ann Lumb (AL)

Consultants: Bill Bloxsome (BB); Carly Tinkler (CT) Samantha Banks,

Herefordshire Council (SB); WP = Working Party

Office: Angie Price (the Clerk, AP)

Action colour code: Red = still to do

[illegible]

## Ledbury NDP Steering Group (SG) agenda and actions

Members: Cllr Phillip Howells (PH); Nicola Forde (NF); Ann Lumb (AL)

Consultants: Bill Bloxsome (BB); Carly Tinkler (CT) Samantha Banks, Herefordshire Council (SB); WP = Working Party

Office: Angie Price (the Clerk, AP)

Action colour code: **Red = still to do**

<p>by email that they were happy with the notes of the meeting.</p> <ul style="list-style-type: none"> <li>• Pughs had declined to comment</li> <li>• No reply from Arthur Hindmarch</li> <li>• No reply from the Primary School</li> <li>• PH to contact Bruce Gilbert</li> <li>• PH had contacted local travellers and given them a questionnaire he will check if they had replied</li> <li>• PH waiting to hear back from Charles Masefield re 'Masefield Meadow'</li> <li>• NF to chase John Masefield School and meet with representative of Ledbury Park Residents.</li> <li>• NF to chase Ledbury Traders re approving the notes from their meeting.</li> <li>• PH to forward all comments received so far to NF for entry into feedback spreadsheet.</li> </ul>	<p>PH</p> <p>PH</p> <p>PH</p> <p>PH</p> <p>NF</p> <p>NF</p> <p>PH</p>
<p><b>5. Website</b> As a priority PH to get agendas and minutes to Council staff to upload. Supporting documents must be uploaded at the latest by the end of December.</p>	<p>PH</p>
<p><b>6. Next Meeting</b> Tuesday 2<sup>nd</sup> November 2pm – NF to invite BB</p>	<p>NF</p>



Action colour code: Red = still to do

Page 1 of 2

1308

## Ledbury NDP Steering Group (SG) agenda and actions

Members: Cllr Phillip Howells (PH); Nicola Forde (NF); Ann Lumb (AL)

Consultants: Bill Bloxsome (BB); Carly Tinkler (CT) Samantha Banks, Herefordshire Council (SB); WP = Working Party

Office: Angie Price (the Clerk, AP)

Action colour code: **Red = still to do**

<p><u>Publicity</u>: NF to draft piece (approx. 200 words) to flag up the forthcoming NDP consultation for inclusion in Focus, All About the Hills and the LTC newsletter; all three need to be contacted before their November deadlines. PH and AL to check the draft by Thursday, 4<sup>th</sup> November.</p> <p><u>LVBA</u>: This needs to be finalised by end-December. NF is to meet CT about the maps in the week of 15<sup>th</sup> November. NF to send PH a baseline map for footpaths/cycle ways to check, as she needs to digitalise it a.s.a.p. AL to clarify the land use map for NF.</p> <p>Feedback from Steve Glennie-Smith to be looked at by AL and NF and forwarded to CT.</p>	<p>NF</p> <p>AL &amp; PH</p> <p>NF</p> <p>AL</p> <p>AL &amp; NF</p>
<p><b>4. Consultations – Outstanding Feedback</b></p> <ul style="list-style-type: none"> <li>• Final comments from John Goodwin to be received.</li> <li>• PH to contact Bruce Gilbert again.</li> <li>• NF to encourage John Masefield school to respond by Reg 14 at latest.</li> <li>• NF has contacted Ledbury Park residents where the fields are sub-let to a tenant farmer; yellow meadow ants are indicative here of unimproved grassland.</li> <li>• NF to get signature to notes of Ledbury Traders' meeting.</li> </ul> <p>PH to send all remaining feedback from consultations to NF by Friday, 5<sup>th</sup> November.</p>	<p>PH</p> <p>NF</p> <p>NF</p> <p>PH</p>
<p><b>5. Website</b></p> <p>PH still has to get documents to Amy Howells.</p>	<p>PH</p>
<p><b>6. Next Meeting</b></p> <p>Tuesday, 16<sup>th</sup> November, 2:30pm (to plan series of Reg 14 consultation events).</p>	



# Ledbury NDP Steering Group (SG) agenda and actions

Members: Cllr Phillip Howells (PH); Nicola Forde (NF); Ann Lumb (AL)

Consultants: Bill Bloxsome (BB); Carly Tinkler (CT) Samantha Banks, Herefordshire Council (SB); WP = Working Party

Office: Angie Price (the Clerk, AP)

Action colour code: Red = still to do

<b>Meeting 53 – Tuesday, 16<sup>th</sup> November 2021</b> <b>Present: PH; NF; AL</b>	
<b>1. Notes of Meeting 52</b> <p>These were agreed and some outstanding issues were further discussed. These were:</p> <p>a) <u>Feedback to BB on the draft NDP</u>            PH to feedback to BB by 19<sup>th</sup> November.            NF to contact BB about some small changes to the text and inclusion of a policy statement, recommended by Carl Brace, similar to that used in the Ross NDP to cover future out-of-town supermarket applications and their impact on the town centre, Tesco's and the petrol station. NF also to respond to BB's questions on photos, diagrams and list of heritage assets.            NF to produce examples of non-listed heritage assets in/around Ledbury needing protection and ask Celia Kellett to extend the list. People can then be asked to add to it at the Reg 14 consultation.</p> <p>b) <u>Remaining Consultees</u>            PH has contacted Bruce Gilbert again, but he hasn't responded. PH to follow up at Reg 14 stage.            John Goodwin has responded with a small change to the wording of comments on the report of the consultation with the landowner, Mr A Young.            NF to produce a note for the record on her consultation with Ledbury Park residents.            NF to get Trader's Association signature to the notes of a meeting with them.            PH to send all consultation feedback to NF. Diane Fullerton to be asked to help with the Reg 14 consultation as a priority before processing data from the last consultation phase.</p> <p>c) <u>Website and filing</u>            PH still to send documents to Amy Howells for posting to the website and has to catch up on the physical filing, which is planned for 24<sup>th</sup> November. Once up to date, then will get on to sending digital versions to Amy for the website. NF to help with filing from about 10:30 am.</p>	<p>PH</p> <p>NF</p> <p>NF</p> <p>NF</p> <p>NF</p> <p>NF</p> <p>PH</p> <p>PH/NF</p>
<b>2. Agenda for WP Meeting on 23<sup>rd</sup> November 2021</b> <p>a) Last WP meeting notes and recent SG notes</p> <p>b) Revised NDP draft (version 1.2 sent 16/11/21)</p> <p>c) Issues to explain/discuss at the meeting</p> <p>i) Maps being updated; settlement boundary (Option C)</p> <p>ii) 20 hectares of employment land</p>	

## Ledbury NDP Steering Group (SG) agenda and actions

Members: Cllr Phillip Howells (PH); Nicola Forde (NF); Ann Lumb (AL)

Consultants: Bill Bloxsome (BB); Carly Tinkler (CT) Samantha Banks,  
Herefordshire Council (SB); WP = Working Party

Office: Angie Price (the Clerk, AP)

Action colour code: **Red = still to do**

<ul style="list-style-type: none"> <li>iii) Town centre extension</li> <li>iv) Timeline. On track, so doesn't need to be sent out again. Revised NDP to be sent out before LTC meeting on 2<sup>nd</sup> December and to Herefordshire Council by 6<sup>th</sup> December 2021.</li> <li>v) Budget. This will be reissued to WP showing new spending on maps and planned spending on Reg 14 events and materials.</li> <li>vi) Feedback to Paul Kinnaird. This will be covered under (iii) above or sent by email if he is not at the meeting.</li> <li>vii) Feedback to Steve Glennie-Smith. Also covered under (i) and (ii) above, together with LVBA comments to be coordinated by AL and NF and emailed separately to both Steve and CT.</li> <li>viii) Request for volunteers to help with Reg 14 consultation events.</li> </ul>	
<p><b>3. Outline plan for Reg 14 Consultation</b> SG agreed the six-week consultation should be from Monday, 10<sup>th</sup> January to Sunday 20<sup>th</sup> February 2022 and to the following programme.</p> <p><u>3<sup>rd</sup> – 9<sup>th</sup> January 2022</u> Publicity on council website and all social media sites, articles and news release. Final NDP and LVBA reports to be on Council website during this week.</p> <p><u>From 10<sup>th</sup> January 2022</u> Permanent display in the Market House library, if possible. Consultation materials and questionnaire available on the website and at Council offices.</p> <p><u>Tuesday 25<sup>th</sup> January and Wednesday 26<sup>th</sup> January 2022 – 10.00am to 6.00pm</u> 2-day, drop-in consultation event in the Panelled Room, Council offices (if available).</p> <p><u>Tuesday, 1<sup>st</sup> February 2022 – 07:00am to 12:00pm</u> Business/Employment consultation in the Panelled Room, Council offices (if available).</p> <p><u>Saturdays, 5<sup>th</sup> and 12<sup>th</sup> February 2022 – 11:00am to 3:00pm</u> Drop-in consultation events in the Panelled Room, Council offices (if available).</p>	



## Ledbury NDP Steering Group (SG) agenda and actions

Members: Cllr Phillip Howells (PH); Nicola Forde (NF); Ann Lumb (AL)

Consultants: Bill Bloxsome (BB); Carly Tinkler (CT) Samantha Banks,

Herefordshire Council (SB); WP = Working Party

Office: Angie Price (the Clerk, AP)

Action colour code: **Red = still to do**

Alongside this, emails will be sent to businesses and community groups and/or face-to-face or Zoom sessions will be held with specific interest and hard-to-reach groups to get feedback.	
<u>Questionnaire and Materials</u> MB to be asked to draw up consultation questionnaire for online and paper completion at consultation events and help design presentation cards/posters for display at these events. Volunteers required for a suggested two-hour slot at each of the 5 consultation events proposed. NF to produce summary of the above Reg 14 programme. AL to contact MB to arrange next SG meeting to discuss Reg 14 issues with her in week of 29 <sup>th</sup> November.	NF AL
<b>4. Next SG Meeting (with MB)</b> Tuesday 30 <sup>th</sup> November 2021 at 10:00am or 5:00pm <u>or</u> Friday, 3 <sup>rd</sup> December 2021 at 10:00am or 2:00pm, depending on MB.	

13/2

# Ledbury Neighbourhood Development Plan Budget Revision version 2019-2021

As at: 15/11/2021

Income	Projected income	Actual income	Difference
Locality grant 1 (in yr 20/21)	£5,000.00	£5,026.00	£26.00
Locality grant 2 (in yr 21/22)	£5,000.00	£4,954.00	-£46.00
Awards for all Grant (in yr 21/22)	£0.00	£0.00	£0.00
Malvern Hills AONB donation	£600.00	£600.00	£0.00
LTC (up to end October 21)	£10,000.00	£7,940.00	-£2,060.00
Due to Awards for All not accepting grant application, LTC approved additional reserves funding for 21-22	£10,000.00	£0.00	-£10,000.00
Other income	£0.00	£0.00	£0.00
<b>Income totals</b>	<b>£30,600.00</b>	<b>£18,520.00</b>	<b>-£12,080.00</b>

## Expenditure

Consultants	Projected spend	Actual spend	Difference
Landscape assessment	£10,000.00	£8,925.00	-£1,075.00
Additional landscape work	£2,600.00		-£2,600.00
Technical planning	£5,260.00	£2,101.00	-£3,159.00
Additional technical support	£2,440.00		-£2,440.00
<b>Subtotal</b>	<b>£20,300.00</b>	<b>£11,026.00</b>	<b>-£9,274.00</b>

Consultation - 1st Public	Projected spend	Actual spend	Difference
Leaflet print and delivery	£2,872.00	£2,533.00	-£339.00
Room hire (Assuming not given COVID restrictions)	£100.00	£0.00	-£100.00
Refreshments (ditto re COVID?)	£0.00	£0.00	£0.00
Materials	£150.00	£325.00	£175.00
Consultant support	£1,940.00	£1,940.00	£0.00
<b>Subtotal</b>	<b>£5,062.00</b>	<b>£4,798.00</b>	<b>-£264.00</b>

Counsulatation - Reg 14 and Reg 16	Projected spend	Actual spend	Difference
Advertising and promotion	£0.00		£0.00
Room hire (Assuming COVID restrictions allow)	£250.00		-£250.00
Refreshments (ditto re COVID)	£150.00		-£150.00
Maps	£500.00		-£500.00
Materials	£500.00		-£500.00
Consultant support	£3,064.00		-£3,064.00
<b>Subtotal</b>	<b>£4,464.00</b>	<b>£0.00</b>	<b>-£4,464.00</b>

Other expenses	Projected spend	Actual spend	Difference
Other expenses contingency	£774.00		-£774.00
<b>Subtotal</b>	<b>£774.00</b>	<b>£0.00</b>	<b>-£774.00</b>

Totals	Projected	Actual	Difference
<b>Total income</b>	<b>£30,600.00</b>	<b>£18,520.00</b>	<b>-£12,080.00</b>
<b>Expenditure</b>			
Consultants	£20,300.00	£11,026.00	-£9,274.00
Consultation - 1st Public	£5,062.00	£4,798.00	-£264.00
Consultation - Reg 14 and Reg 1	£4,464.00	£0.00	-£4,464.00
Other expenses contingency	£774.00	£0.00	-£774.00
<b>Total expenditure</b>	<b>£30,600.00</b>	<b>£15,824.00</b>	<b>-£14,776.00</b>
<b>Total surplus/excess inc over exp</b>	<b>£0.00</b>	<b>£2,696.00</b>	<b>£2,696.00</b>

1313



# **Ledbury Neighbourhood Development Plan**

## **Communications and consultation plan**

**for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022**

### **Communications and consultation plan objectives**

1. To ensure the public (residents of Ledbury Town and the Parish) are fully informed of progress as far as reasonably possible during all stages of enhancing the current Ledbury Neighbourhood Development Plan (the Ledbury NDP - which was adopted in January 2019)
2. To achieve this (especially in the context of the COVID-19 pandemic and the possible need to use virtual, digital and printed media as a primary means of communication to support social distancing) through a variety of media platforms so the public can comment or ask questions at any point and in particular during specific consultation meetings, discussions and organised events
3. To demonstrate that consultation has been adequately sought with all relevant stakeholders, including community groups and organisations, landowners and businesses likely to have an interest in or be affected by the development issues covered by the NDP
4. To carry out the number of specific consultation meetings and events necessary to substantiate sufficient public reach and volume of responses have been achieved to fully support, with adequate evidence, the resulting policies advanced in the draft enhanced NDP
5. To demonstrate that all feedback during the whole exercise has been fully considered in policy formulation and when necessary, reflected in changes to the draft NDP before a final version is produced
6. To ensure the evidence base and resulting policy formulation process has been formally documented, collated, filed and referenced in a structured format sufficient for easy and informed public access and ultimate formal examination before the plan can be put forward for an adoption referendum.
7. This document will be updated regularly with up-to-date versions showing actual timescales achieved, activities to be conducted and budget figures.

### **Communications plan**

1. **Media to be used to advise the public, businesses and community organisations of the NDP development stages and to promote the related specific consultation rounds will include:**

**For the 1<sup>st</sup> Public consultation round (under Plan A options shown below and assuming COVID secure conditions):**

# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

- Letters and/or emails to businesses, community groups and organisations from council held and other accessible permission-based lists as identified in the Consultation Plan section below
- Public consultation leaflet and questionnaire delivered to all residences in Ledbury and the Parish
- Use of existing networks such as the U3A, Ledbury Civic Society, Ledbury Traders Association and the WEA (Workers' Educational Association) to help get the consultation messages disseminated (a full list of some 70+ Ledbury community groups is held by the annual Ledbury Community Day organisers)
- Social media – Facebook including the various different Ledbury based Facebook sites\*, Nextdoor, Town Council website and especially the NDP pages of the website. Use of twitter and Instagram will also be considered if deemed relevant to reach significant numbers of Ledbury people.
- Local press – mix of news release information and possible paid adverts in:
  - Ledbury Focus – free monthly magazine with 6,000 copies distributed free to all households in the Ledbury area and copy deadline one month ahead; we need to provide a pre-set page copy
  - All About West of the Hills – free bi-monthly magazine with 7,000 copies distributed free to all households in the Ledbury and surrounding areas and copy deadline one month ahead
  - Ledbury Reporter – weekly newspaper with a deadline of Tuesday for the Friday issue of the same week; also with online news content
  - Hereford Times – weekly newspaper with the same copy deadline and also with online news content
  - BBC Hereford and Worcester

\* Including:

- Voice of Ledbury: 9,378 members
- Ledbury Community Action: 190 members
- Ledbury Noticeboard: 12,206 members
- Loving Ledders: 955 members
- Town Talk: Ledbury Politics: 497 members
- What's On Ledbury Area: 1,467 members
- The Shops of Ledbury: 900 like the page
- Old Ledbury: 4,331 members
- Ledbury COVID-19 Support Group: 1,465 members
- Next Door: 7% of Ledbury households = approx. 300
- Ledbury Town Council twitter site: 209 followers

*Member numbers quoted as at 18/03/21 - Note these are substantial increases over the last few years demonstrating the much wider reach that can now be achieved through the use of social media (no doubt influenced by social isolation during the lockdowns and people finding other means to keep in contact) justifying this being included as a key element of the first round of*



# **Ledbury Neighbourhood Development Plan**

## **Communications and consultation plan**

**for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022**

*public consultation as being viable and valid to achieve a representative response sample despite lockdown conditions.*

**For the Reg 14 round of consultation (under Plan B options shown below and assuming COVID restrictions lifted):**

- All the above plus posters on public notice boards, shop windows and in the library and at physical meetings with a combination of venues and presentations by different consultation groups

## **2. Preparation lead times**

**To complete the 1<sup>st</sup> Public round of consultation in June-July:**

- Prior to March 2021 - Preparation, gathering the baseline evidence and producing the topic guide papers on which to base the consultation programme
- March 2021 - First news release on progress and seeking stakeholder requests to provide input, help with evidence gathering and any policy ideas/formulation input
- March to early April 2021 - Start advertising public consultation programme to be held (original plan was April-May 2021 but with time taken to produce the consulted-upon leaflets and get the Royal Mail delivery programme in place this eventually became June-July 2021), including booking any adverts/mag space, social media and websites and email to all local organisations and groups. Design and set up online survey and post consultation documents on the NDP website
- Late March to mid-April 2021 - Design and organise production and distribution of consultation leaflet and questionnaire to all households and be available from mid-June with a returned deadline by 16<sup>th</sup> July 2021.

**To complete the Reg 14 round of consultation in August-September:**

- July 2021 - Book venues and dates for public consultation events, recruit volunteers for events
- July 2021 - Design and set up online and paper questionnaire on policy proposals to be used at events
- July 2021 – Advertise/promote using media indicated, organise and produce display materials including exhibition-type policy description posters and posters for notice boards and shop windows, arrange refreshments, produce volunteer rota from the NDP WP to explain policies and encourage/collect completed questionnaires at events
- August to September 2021 - Hold public consultation events including business breakfast and evening consultation events such as for the Ledbury Traders Association, all other town centre traders and businesses in and around Ledbury

# **Ledbury Neighbourhood Development Plan**

## **Communications and consultation plan**

**for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022**

### **3. Hard to reach groups**

- These will be reached in particular by posters and questionnaires delivered to where they could be expected to be read and seen - such as to the care homes, schools, food bank, library (full list below) - and with consultation visits where appropriate and/or requested

### **4. Resources available:**

- See table in the Consultation statement and plan

### **5. Approval timescales:**

- 1<sup>st</sup> Public consultation round: All communication materials to be ready for ED&P committee recommendation for approval at the March 2021 meeting with full Council approval at the April 2021 meeting
- Reg 14 consultation: All communication materials to be ready for ED&P committee recommendation for approval at an early to mid-July 2021 meeting with full Council approval at a late July meeting

## **Consultation statement and plan**

### **1. Overview**

This consultation statement sets out how the Ledbury Neighbourhood Plan WP intends to consult on the contribution to the evidence base and then formal public review and feedback stages of the NDP process leading up to Reg 16 and ultimate adoption.

Since this exercise is to amend and update the current adopted version and not to produce a totally new version of the Ledbury Neighbourhood Development Plan, four consultation stages are planned, including two rounds of full public consultation

- An initial invitation to participate in the Working Party and baseline evidence gathering
- A first round of evidence based public consultation to inform the development of a proposed settlement boundary and policy amendments/additions to produce a first draft of the new version of the NDP leading up to a Reg 14 submission version. The purpose of this consultation is to gain an understanding of the how the community and other stakeholders view different options suggested by the evidence base in order to draft the Reg 14 version
- A second round of stakeholder and public consultation on this draft to inform editing to produce a final version to be approved to go to Reg 16 for formal examination by the inspector



# **Ledbury Neighbourhood Development Plan**

## **Communications and consultation plan**

**for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022**

- There will be a final consultation stage on the final version of the plan incorporating any necessary or suggested inspector edits/amendments to the plan, which once confirmed as being adequately incorporated in the final plan, will go on to a referendum for adoption.

The size of the Ledbury NDP area (the whole parish, which includes the town itself and surrounding countryside encompassed within the formal Ledbury parish borders) creates a significant challenge to consulting on neighbourhood plan documents. The population of the plan area is close to 10,000. Ensuring adequate consultant opportunities for the rural areas of the parish in particular is addressed in this plan.

In summary, the first round of public consultation, once the outcomes have been analysed, will form the evidence to produce the proposed settlement boundary and policy revisions into a Reg 14 draft of the NDP. The second public consultation round on this draft will lead to changes to the policies based on the outcomes from the analysis and in line with the agreed NDP update objectives – which may have also been refined as a result of the consultations.

## **2. How the consultation will be set up**

We are currently very limited on conducting face to face research within current Covid-19 restrictions. Currently (June 2021) running face to face sessions is still problematic until lockdown is fully lifted, which is not scheduled to be fully removed until at least 21<sup>st</sup> June and even then it depends on what restrictions are put in place following the end to lockdown. Our plan would be to ensure as much consultation takes place virtually or with little or no contact as possible whilst ensuring the breadth and depth of the consultation originally planned is maintained.

This is anticipated to apply to the first round of public consultation, so we will work towards Plan A (virtual) for that stage. As lockdown restrictions are removed, we can supplement with Plan B (face to face) should restrictions allow – which is expected to be the case for the second/Reg 14 round of public consultation. Subject to lockdown easing timescales, it may also be possible to include some Plan B events in the latter part of the first round of consultation – options for this are included in the consultation budget for activities below.

- **Plan A**
  - Consultation material drafted with information in an Issues leaflet on each of the policy areas with key areas for decisions highlighted. This information with a questionnaire to be delivered to all households in the wider Ledbury parish. It is proposed to use Royal Mail for delivery to the 6,601 households according to their data to all the residential postcodes in the area. These will also be accessible electronically on the NDP/TC website and also available to email or print and post out on request.

# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

- The aim will also be to place a recorded Zoom presentation on the website which will enable people to access a presentation at a time to suit them, and a series of Zoom sessions is planned (a combination of day/evening/ weekday/weekend), either targeting particular groups such as businesses, recreation groups, through schools, retailers and traders or open sessions. This will follow a presentation style session to participants, where questions can be asked to gather some qualitative and quantitative data to help develop policy proposals. Sessions can either be recorded or a note taker nominated (otherwise it is a lot to facilitate and note take for one person).
- **Plan B Event types**
  - 2-day consultation event
  - Business Breakfast
  - Parent's evenings
  - Retailers and traders evening consultation event
  - Possible consultation venues
    - The Recreation Ground
    - Community Hall
    - St Katherine's Hall
    - The Masters House and library
    - The Market House
    - Town Council offices
    - The Burgage Hall

### 3. Consultation groups to be contacted/actually contacted (using COVID secure means as appropriate) with approximate numbers

- When setting up the Working Party
  - A leaflet asking for any NDP suggestions and for volunteers was produced and distributed by Ledbury Town Council at the Ledbury Community Day in August 2019
  - A letter was sent out to 76 local groups and organisations in October 2019 asking for any NDP suggestions and for volunteers to help with the NDP
  - Consequently, a core Working Party of some four Town Councillors/Ward Councillors, a regular dozen or more community volunteers and support from Herefordshire Council planning and funding officers have been working closely together on the NDP with the two engaged consultants (with a third associate consultant of one of these also engaged specifically on the consultation process) and Town Council office staff since early 2019
- **Target evidence base consultation by key issues and by community groups**
  - **Employment**
    - Heineken/UBL



# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

- Pugh's Auctioneers and estate agents
- John Goodwin Estate Agents
- Mr Bruce Gilbert – farmer and landowner of a proposed employment land off Little Marcle Road
- Other landowners of land being allocated/included in the settlement boundary
- Tri-services - police, fire and ambulance
- Potential budget hotel operators
- Business outside the town centre in trading estates and elsewhere – a list of 76 business will have had individual business letters sent to the Chief Executive inviting input and comment
- **Town centre**
  - Tesco
  - Coop
  - Police – Insp James Ashton
  - Ledbury Traders Association - all 48 members will have individually received an email with the same business letter
  - All other town centre retailers and business including services such as hotels, dentists, estate agents, banks, solicitors and accountants will have had a hand delivered copy of the same business letter through their letter box to approximately 165 businesses (Traders Association duplicated)
- **Herefordshire and Gloucestershire Canal Trust**
  - Representative of the trust
- **Medical facilities**
  - Ledbury Health Partnership
  - Ledbury Health Group
- **Neighbouring NDP parishes**
  - Dymock Parish Council
  - Wellington Heath Parish Council
  - Colwall Parish Council
  - Pixley and District Parish Council
  - Eastnor and Donnington Parish Council
  - Bosbury and Coddington Parish Council
- **Railway station**
  - The Kennels (Wilce family-owned land north of the railway station)
  - Network Rail
  - West Midlands Train Network
- **Sport and fitness**
  - Ledbury and District Sports Federation
  - Ledbury Swifts Football club
  - Ledbury Town Football Club
  - Ledbury Rugby Football Club
  - Ledbury Cricket Club
  - Mr Arthur Hindmarsh – owner of Property Solutions; owns LFC land

# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

- Mr Alistair Young – farmer and landowner of a proposed site for a new combined Ledbury football facility
- John Masefield Secondary High School (sports facilities)
- Ledbury Harriers Running Club
- Ledbury Tennis Club
- **Design issues**
  - Paul Neep, Architect
- **Community gardens**
  - Haygrove Community Gardens
  - Ledbury Allotments
  - Underdown walled garden
- **Footpaths and cycleways**
  - Hereford Local Access Forum (HLAC)
  - Ledbury Area Cycle Forum
  - Ledbury Walker's Club
  - Ledbury Ramblers
  - Footpaths Officer – Ian Fountaine
- **Public green spaces**
  - Children's Play Groups/parent groups
  - Herefordshire Green Network
  - Herefordshire Wildlife Trust
  - Ledbury Naturalists' Field Club
  - Tree Warden
  - Sustainable Ledbury
- **Other green spaces and recreation areas**
  - Malvern Hills AONB Partnership
  - Local camping, caravanning and chalet holiday sites
  - Ledbury Park
  - Hellens
  - Eastnor Castle
  - Westons Cider
- **Other principal community groups and organisations** (using the Ledbury Community Day list of approximately 70 community organisations including the key ones listing below)
  - Ledbury Town Council
  - Ledbury Town Councillors
  - Ledbury Places
  - Ledbury Civic Society
  - Ledbury Poetry Festival
  - Community Action Ledbury
  - Community Voluntary Action Ledbury & District (CVA)
  - U3A
  - St Michael & All Angels Church
  - Catholic Church of the Most Holy Trinity

# **Ledbury Neighbourhood Development Plan**

## **Communications and consultation plan**

**for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022**

- Ledbury Methodist Church
- Ledbury Primary School
- Ledbury Market Theatre
- Bill Wiggin MP
- Local Deputy Lord Lieutenants
- **Youth groups**
  - Ledbury Scouts
  - Ledbury Air Corps
  - LYAS (Ledbury Youth Activities Support)
  - Busy Bees Pre-school
  - Market Theatre Youth Group
- **Hard to reach**
  - Elderly people at care homes
    - Leadon Bank
    - Shaw Health Care
    - Harling Court
  - Disabled people
    - via CVA and Age Concern
  - Young people not necessarily in formal groups via the LYAS (Ledbury Youth Activity Service) drop-in centre and John Masefield High School
  - Users of the Food Bank
  - Local fruit farms
  - Salter's Hill Home Care and Support
  - Traveller groups
  - Rural populations in the villages and hamlets of the parish hinterland

#### **4. Advertising and promotion**

- As per the communications plan media platforms to be used

#### **5. Format**

- The second public consultation events will feature display story boards of the process from the beginning to the position/story so far.

#### **6. Staffing**

- Plan A
  - Max Bassett (Consultant) to help set up and facilitate Zoom sessions and polls.
  - Steering group and WP member(s) to assist in taking notes of any key points raised and be available to answer questions.
  - Max Bassett to design online survey (and print version) for sharing online or via email, collate and analyse responses alongside Zoom poll results.



# **Ledbury Neighbourhood Development Plan**

## **Communications and consultation plan**

**for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022**

- Present results back to the Steering group in report and executive summary formats.
- Plan B (for each event)
  - Set up and dismantle will require 6 people
  - During the event the requirement will be 2 people each to take contact details/issue questionnaires and to provide refreshments, and 5 people to represent each of the key issues being consulted upon

### **7. Questionnaires/surveys**

- Same format for all consultations
  - Agree Strongly, Agree, Don't Know, Disagree, Disagree Strongly and No opinion
  - Easy layout with tick boxes and then a comment box for each objective or policy

### **8. Budget/resources**

- See the NDP budget for overall budget estimates. We have initially allowed for up to £5,000 per public consultation round, although in practice we anticipate a cost somewhat less per event as indicated in the tables below.

### **Draft plan consultations timescales and costs**

- After the 1<sup>st</sup> public consultation round in June and July 2021, analysis of the data during July and early August will lead to the production of a Reg 14 draft plan which will be written taking into account all the public, local authority and stakeholder suggestions and comments.
- Assuming agreement from HC that this is appropriate as a Reg 14 document, a second public round of consultation will take place in September and October 2021 on the now completed plan to produce a Reg 16 document.
- Assuming again, acceptance that this document is suitable to be seen as a Reg 16 version, a final round of consultation on this final draft is scheduled for December 2021, with any final edits as a result incorporated with the aim of going to referendum for the revised plan adoption in January 2022.

# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

<b>Estimated and actual costs 1<sup>st</sup> Public consultation round leading to a Reg 14 draft plan</b>	<b>£</b>	<b>£</b>
		<b>Total</b>
<b>Leaflet and questionnaire</b>		
Produce copy (actual)	0	
Print 6,700 of each (actual)	1,488	
Free post licence (actual)	241	
6,700 envelopes (actual)	253	
Delivery to Royal Mail Swindon (actual)	165	
Distribution by the Royal Mail (actual)	628	
Postage return costs of quest (actual)	11	<b>2,786</b>
<b>Events in May if allowed</b>		
Room hire and refreshments	0	
Presentation card/posters – A3 (actual)	72	<b>72</b>
<b>Consultant support</b>		
Questionnaire design - actual	500	
Consultant's time to set up data analysis including keying in any manual surveys, analysing quantitative and qualitative data and producing a report - actual	1,440	<b>1,940</b>
	<b>Total</b>	<b>£4,798</b>

# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

Estimated costs Reg 14 draft public consultation	£	£
		<b>Total</b>
<b>Advertising and promotion:</b>		
Expected Ledbury Focus and All About West of the Hills mags will publish at no cost as a community communication as in the past.	0	0
<b>Rooms &amp; refreshments at events:</b>		
<b>Room hire:</b> 3 @ £50 and 1 @ £100 For: 1 x 2-days event and 3 other half day events	250	
<b>Refreshments</b> 2-days event @ £30 per day	60	
Business event @ £30	30	
Two other events @ £30	60	<b>400</b>
<b>Consultation materials and support:</b>		
Maps	500	
Printing estimated 100 hard copies of the plan to handout @ £2.50 each	250	
Presentation card/posters - Print A3 x 50 @ £2.50 each	125	
Questionnaire production and print 250 @ £0.50 each	125	<b>1,000</b>
Consultant's time to help with producing story board content and questionnaires time to set up data analysis including keying in any manual surveys, analysing quantitative and qualitative data and producing a report	1,614	<b>1,614</b>
	<b>Total</b>	<b>£3,014</b>



# Ledbury Neighbourhood Development Plan

## Communications and consultation plan

for the development of an enhanced version of the current Ledbury Neighbourhood Development Plan scheduled to be adopted in early 2022

Estimated costs Reg 16 consultation	£	£
		<b>Total</b>
<b>Consultation support:</b>		
Consultant's time to help set up data analysis including keying in any manual feedback, analysing quantitative and qualitative data and producing a report to assist with final editing	1,450	<b>1,450</b>
<b>Total</b>		<b>£1,450</b>



# **Ledbury Neighbourhood Development Plan**

## **Regulation 14 consultation plan**

Assuming Council approves as anticipated at the full meeting on 2<sup>nd</sup> December the revised NDP document to go to Herefordshire Council for the production of the SEA and to undertake statutory consultation, the NDP is expected to be accepted as a Reg 14 document before Christmas ready for the public consultation period in the New Year.

The consultation plan below is in line with the approved NDP Communications and consultation plan.

Consultation to run for 6 weeks from 10<sup>th</sup> January to 20<sup>th</sup> February

### **Week beginning 3<sup>rd</sup> January**

- a) Concentrated publicity – Twitter, Facebook, Posters, articles, news release
- b) Ensure website has all the required documentation available

### **From 10<sup>th</sup> January**

Permanent display in the Library if possible  
Consultation materials and questionnaire available on the website and at Council offices

### **Tuesday 25<sup>th</sup> January and Wednesday 26<sup>th</sup> 10am – 6pm**

2 day, drop-in consultation event in the Panelled Room, Council offices

### **Tuesday 1<sup>st</sup> February 7am – 12pm**

Business/Employment consultation in the Panelled Room, Council offices

### **Saturdays 5<sup>th</sup> February and 12<sup>th</sup> February – 11am – 3pm**

Drop in consultation events in the Panelled Room, Council offices

Alongside this emails will be sent to businesses and community groups to advise of the consultation and/or (face to face or zoom) sessions will be held with specific interest and hard to reach groups to get feedback as felt necessary.

### **Questionnaire and materials:**

During December consultant Maxine Bassett will help draw up a consultation questionnaire for online and paper completion at consultation events, and help design presentation card/posters for display at the consultation events.

Volunteers required for a suggested 2 hour slot on each of the 5 face to face consultation events proposed.

Volunteers will also be required for data entry of paper questionnaires completed during the Reg 14 consultation period.

1327



[illegible]

1328

**MINUTES OF LEDBURY STRÖMSTAD TWINNING ASSOCIATION  
THURSDAY 18 MARCH 2021 - VIRTUAL**

**PRESENT:** Caroline Alexander (CA) – Chairman), Pauline Bates (PB), Sue Bettington (SB), Hilary Jones (HJ), Clive Jupp (CJ), Jill Jupp (JJ), Cllr Phillip Howells Ledbury Town Council (PH), Howard Mayell (HM) and Steve Onions Ledbury Swifts (SO).

**APOLOGIES:** Robert Barnes (RB), Carol Barnes (CB), Phil Bettington (PB), Nick Fish Ledbury Swifts (NF) and Mal Hughes and Sue Hughes – Ledbury Community Choir (MH SH).

**ATTENDANCE:** None

ITEM NO:	SUBJECT	ACTION
1.	<b>WELCOME AND INTRODUCTIONS:</b> CA welcomed everyone to the meeting, which was being held virtually using the Zoom platform facility, owing to the constraints of COVID-19.	
2.	<b>MINUTES OF PREVIOUS MEETING AND MATTERS ARISING:</b> The minutes of the previous meeting of 12 March 2020 had been circulated prior to the meeting  The minutes were agreed and signed by CA as a correct record.  It was noted that the Quiz held on Friday 13 March 2020 had been a very good event; one of the last social events that people had attended before the 'Lockdown'.	
3.	<b>MEMBERSHIP UPDATE:</b> A discussion took place about possibly carrying out a membership renewal without a subscription payment.  After discussion it was agreed that the usual subscription charges should still apply as the Association still had on-going expenses such as annual insurance premium, there were charges associated with the production and distribution of the Newsletter etc.  JJ/CJ to arrange production and distribution of membership renewal letters.	JJ/CJ
4.	<b>TREASURER'S REPORT:</b> SB reported that the balance in the Bank Account was £1212.48; latest bank statement dated 6 January 2021  Public Liability and Employer's Insurance was due for renewal in May; the premium was approximately £100.00. All in attendance agreed renewal. JJ to arrange.	JJ

	<p>JJ explained that the Ledbury Focus was now making a charge of £6.00 per annum for entries on their Clubs and Groups Page. All in attendance agreed. JJ's telephone number as Secretary to appear. JJ to contact Betty Anne Arboury at Ledbury Focus to arrange.</p> <p>It was suggested that an article was produced during the summer months to raise awareness of the Association's activities.</p>	<p>JJ</p> <p>JJ/CA/SO</p>
5.	<p><b>ARRANGEMENTS FOR TWENTIETH ANNIVERSARY CELEBRATIONS 2022:</b> COVID – 19 had disrupted plans for the Twentieth Anniversary celebrations and the best option seemed to be to delay until 2022.</p> <p>Ninni Liljestränd Qvicklund was hoping to visit Ledbury to discuss plans, possibly in August but more likely late autumn; it would all depend upon the situation around COVID-19 nearer the time.</p> <p>SO reported that the Swifts were looking to visit Strömstad to play with IFK in summer 2022 and to arrange a return visit from IFK to Ledbury around May 2022.</p> <p>NF was in contact with Kurt Dahlberg, Strömstad Kommun, Tourism and the two clubs were also in contact via social media.</p> <p>It was suggested that the two clubs bury a time capsule during the visit to Ledbury.</p>	
6.	<p><b>NEWSLETTER:</b> JJ noted that articles to date included:</p> <ul style="list-style-type: none"> <li>• Remote learning in the High School in Strömstad.</li> <li>• Climate Change – links and discussions between Strömstiernaskolan and Whitecross Hereford</li> <li>• Student article (Strömstiernaskolan) about books and reading.</li> <li>• HM suggested a 'snapshot of Twinning' over the past 20 years in pictures.</li> </ul> <p>Newsletter to go out with membership renewal as soon as possible.</p>	<p>CJ</p> <p>JJ/CJ</p>



7.	<p><b>EDUCATIONAL LINKS WITH LOCAL SCHOOLS – LEDBURY AND STROMSTAD:</b> Students from Whitecross School had been talking with students from Strömstiernaskolan about Climate Change, via Zoom, with their teachers Katie Horne and Ninni Liljestrand Qvicklund. This had been put on hold whilst students at both schools were remote learning but JJ would be contacting them to recommence now schools had returned.</p> <p>There were currently issues with actual visits from the Strömstiernaskolan as the 'free time' lessons had ended.</p>	JJ
8.	<p><b>TALKS TO LOCAL GROUPS:</b> Nothing was in place at the moment; however Ledbury Places were opening up the upstairs area at the Heritage Centre/Old Grammar School and it was hoped to organise talks there. The Twinning Association would be invited to deliver a talk.</p>	CJ
9.	<p><b>SOCIAL EVENTS AND FUND RAISING:</b> SO suggested meeting outside at Eastnor Cricket Club.</p> <p>If restrictions were fully relaxed with effect from 21 June 2021, a Quiz or Swedish Smorgasbord could be arranged.</p>	JJ
10.	<p><b>ANNUAL GENERAL MEETING:</b> Agreed date Wednesday 9 June 2021. <b>(Since altered to Wednesday 23 June 2021, as post the anticipated relaxing of restrictions).</b> Venue, Old Grammar School, Church Lane Ledbury. To be confirmed.</p> <p>Two years of accounts to be adopted 2019/2020 and 2020/2021</p>	
11.	<p><b>A.O.B: Malvern Midsummer Madness:</b> JJ had been contacted by Mark Young who was part of a Malvern twinning with the Czech town of Marianske Lazne CZ. They were hoping to work with Malvern Community Partnership to bring an international flavour to the event, which would be held outside in the Priory Park. The Ledbury Strömstad Twinning Association were also invited, suggestion being to bring a Swedish Choral piece, with a Jenny Lind link.</p> <p>JJ had contacted MH re the Ledbury Community Choir but COVID-19 restrictions over the last year had meant that they had not been able to meet.</p> <p>After discussion it was agreed that JJ should respond and explain that no live musical options were possible. Youtube may be a possibility.</p>	<p>JJ</p> <p>CJ</p> <p>JJ</p>

	The meeting closed at 8.55 pm and CA thanked everyone for attending.	
12.	<b>DATE OF NEXT MEETING: Annual General Meeting Wednesday 23 June 2021 The Old Grammar School, Church Lane Ledbury</b>	

**MINUTES OF LEDBURY STRÖMSTAD TWINNING ASSOCIATION  
TUESDAY 05 OCTOBER 2021 – SWIFTS CLUB HOUSE ROSS ROAD**

**PRESENT:** Caroline Alexander (CA) – Chairman), Pauline Bates (PB), Sue Bettington (SB), Mal Hughes (MH) Sue Hughes (SH) (both Ledbury Community Choir), Hilary Jones (HJ), Clive Jupp (CJ), Jill Jupp (JJ), Cllr Andy Manns Mayor of Ledbury (AM), Howard Mayell (HM), Steve Onions Ledbury Swifts (SO) and Angela Price Clerk Ledbury Town Council (AP)

**APOLOGIES:** Robert Barnes (RB), Carol Barnes (CB), Phil Bettington (PB), Nick Fish Ledbury Swifts (NF) and Cllr Phillip Howells Ledbury Town Council (PH)

**IN ATTENDANCE:** None

ITEM NO:	SUBJECT	ACTION
1.	<b>WELCOME AND INTRODUCTIONS:</b> CA welcomed everyone to the meeting and introduced AP, Clerk Ledbury Town Council, to members.	
2.	<p><b>MINUTES OF PREVIOUS MEETING AND MATTERS ARISING:</b> The minutes of the previous meeting, 18 March 2021 had been circulated prior to the meeting together with the minutes of the Annual General Meeting 23 June 2021, the latter for ease of reference as they would not be agreed until the following year's AGM.</p> <p>The minutes of the meeting 18 March 2021 were agreed and signed by CA as a correct record.</p> <p>The organisation had a stand at the recent 'Ledbury Carnival Party in the Car Park'. Activities including 'Name the Teddy' colouring and balloons had proved popular and a number of newsletters and membership forms had been given out. The stand had also raised £50.00 for funds.</p> <p>AP noted that Ledbury Town Council was now employing a Community Development Officer, Olivia Trueman, whose role included supporting local community organisations and encouraging them to work together.</p>	
3.	<p><b>MEMBERSHIP UPDATE:</b> JJ confirmed that most members had renewed in 2021. Figures were as follows:</p> <p>Personal: 12 Joint 11 Single</p> <p>Organisations: 8</p> <p>Strömstad: 10</p>	



	<p>Some of the Ledbury ones were 'Honorary' and this applied to all of the Strömstad ones.</p> <p>AP said that Ledbury Town Council could help promote the organisation and events via their social media pages.</p> <p>The Spring 2021 Newsletter had accompanied the membership renewal.</p>	JJ/CJ
4.	<b>TREASURER'S REPORT:</b> SB reported that the balance in the Bank Account was £1456.68.	
5.	<p><b>ARRANGEMENTS FOR TWENTIETH ANNIVERSARY CELEBRATIONS 2022:</b> COVID – 19 had disrupted plans for the Twentieth Anniversary celebrations in 2020 and it had been agreed to carry plans forward to 2022.</p> <p>JJ went through the ideas that had been put forward in 2020:</p> <ul style="list-style-type: none"> <li>• Commemorative piece for Strömstad. SO to speak to Caroline Green (CG), CG was a local artist and had a gallery on the Homend.</li> <li>• Planting of a tree/shrub on the new Hawk Rise roundabout. HM to speak to Cllr Helen Anson, local County Councillor; Herefordshire Council needed to be contacted for anything to do with planting on roundabouts.</li> <li>• Time capsule to be buried underneath a historic building in the Town. Schools to be involved</li> <li>• It was hoped that Kent Hansson, Mayor of Strömstad, would visit Ledbury during the year. JJ to contact.</li> <li>• Continue to place more photos/montage etc. into Little Strömstad, books etc. Also, a plaque with 'Little Strömstad' inscribed on it. A ceremony could take place in Little Strömstad alongside this.</li> <li>• Traders Swedish display. Contact Chair of Ledbury Traders' Association.</li> <li>• Cycle ride, distance of Ledbury to Strömstad. The Swifts had done this as a static bike ride some years ago as a fundraiser.</li> </ul>	<p>SO</p> <p>JJ</p>

	<ul style="list-style-type: none"> <li>• Blue and yellow flowers to be planted in the small containers in front of the Alms Houses. CJ to speak with Ledbury in Bloom. (CJ did the planting of these containers).</li> <li>• PH had suggested that a ceremony to mark the 20<sup>th</sup> Anniversary should take place in the Panelled Room at the Town Council Offices.</li> <li>• The Strömstad flag and the Ledbury Town Flag to be flown in the Town during this time. Need to approach Stromstad to obtain the new Strömstad flag as the design had altered. JJ to follow up.</li> </ul> <p>SO confirmed that the Swifts were planning to visit Strömstad at the end of July.</p> <p>Ninni Liljestrand Qvicklund (schoolteacher at Strömstiernaskolan) was in the process of arranging a party at the Skagerack, cultural centre in Stromstad.</p> <p>SO noted that the anniversary could be noted with a formal ceremony but it would be good to hold a more 'informal party' for friends. The venues would depend upon numbers.</p> <p>A formal ceremony could be held in 'Little Stromstad' and or the Panelled Room in Ledbury Town Council offices</p> <p>It was noted that the British Legion Club could hold 60, therefore a party could be held there when visitors were over from Strömstad. (The situation re COVID-19 pertaining at the time would need to be taken account of).</p> <p>Celebrations could take place over a 4 week period, June/July 2022</p> <p>CA suggested a family event around Swedish Midsummer which in 2022 was 25 June. The event to be held in the Recreation Ground with a maypole and traditional Swedish dancing which could involve local school children.</p> <p>Ledbury Community Choir to attend and sing some Swedish songs at the event.</p> <p>Afternoon Tea to be arranged over the weekend too (Ledbury Tea Set) perhaps in the Walled Garden.</p> <p>Possibility of arranging the 'Book Art' link between artists in Ledbury and in Stromstad.</p>	<p>CJ</p> <p>JJ</p> <p>MH/SH</p>
--	---	----------------------------------

	<p>Adam Munthe, President of the Association, to be notified in good time to enable him to attend.</p> <p>Contact Ninni Liljestrand Qvicklund re arranging a visit of a small group from Wednesday 22 – Monday 27 June 2022. Kommun to be contacted also.</p> <p><b>Swifts Future Visits:</b> SO reported that the Swifts were planning to visit Stromstad at the end of July 2022. It was hoped that IFK Stromstad would visit Ledbury late spring/early summer too.</p> <p>NF was in contact with Kurt Dahlberg, Strömstad Kommun, . Tourism and the two clubs were also in contact via social media.</p> <p>Members of the Twinning Committee were planning to visit Stromstad at the same time as the Swifts.</p>	<p>JJ</p> <p>JJ</p>
6.	<p><b>EDUCATIONAL LINKS WITH LOCAL SCHOOLS – LEDBURY AND STROMSTAD:</b> Students from Whitecross School had been talking with students from Strömstiernaskolan about Climate Change, via Teams, with their teachers Katie Horne and Ninni Liljestrand Qvicklund. Discussions had taken place around Climate Change, books etc.</p> <p>It was planned to re-start this link in November, after the half term, with a 'Book Circle'.</p> <p>Ninni had produced a summary of the School exchange to date which had been circulated to the Committee.</p> <p>Need to approach local schools and 'sow seeds' again to encourage further links</p>	
7.	<p><b>TALKS TO LOCAL GROUPS:</b> Nothing was scheduled at the moment.</p> <p>Ledbury and Eastnor Primary Schools to be contacted regarding going into talk to pupils regarding Swedish Christmas traditions.</p>	JJ/CA
8.	<p><b>SOCIAL EVENTS AND FUND RAISING:</b> See Item 5 above Twentieth Anniversary ideas.</p> <p>Quiz at the British Legion, suggest Friday 11/18 March 2022. HJ speak to British Legion Club and David Williams, Quiz Master re availability.</p> <p>Hold a further Smorgasbord evening at The Talbot Hotel late spring/summer.</p>	HJ



FULL COUNCIL	2 DECEMBER 2021	AGENDA ITEM: 15
--------------	-----------------	-----------------

Report prepared by Angela Price – Town Clerk

## **WELCOME BACK FUND**

### **Purpose of Report**

The purpose of this report is to provide Members with a copy of the Service Level Agreement between Ledbury Town Council and Herefordshire Council in respect of the Welcome Back Funding Agreement.

### **Detailed Information**

Following the advice from Hereford Council that funding in the sum of £20,000 was being made available to the five town councils in Hereford Members were requested at the meeting to give consideration to the criteria and provide suggestions. It was RESOLVED:

1. **That the Clerk organise an online questionnaire/poll for the public to comment on Councillor's suggestions and put their suggestions forward.**
2. **Councillors to email suggestions to the Clerk for submission for a Facebook poll.**

A poll was held with suggestions provided by Members, however the results were disappointing in numbers engaging in the poll. Following the poll the Clerk liaised with the Economy Team at Herefordshire Council to draw up a final document with activities that met the criteria.

On 19 October 2021, the Economy Team in Herefordshire advised the Clerk of the following:

*"As we are working on very tight timescales especially for the Welcome Back Fund, may we request that you send us the signed table of activities with budgets for the WBF by next Friday 29th October. The WBF activities will form part of the SLA. You can start spending once the SLA has been signed."*

A number of the ideas raised by Councillors were not eligible for the funding and further correspondence between the Clerk and Councillors ensued. In the meantime the Clerk was advised by the Economy Team that all the other towns had already signed their Service Level Agreements in respect of the Welcome Back Fund and advised that they required the Ledbury Activity List to meet their deadline. The Clerk contacted the Mayor advising of the deadline for submission of the activities list and the Mayor subsequently sent an email to all councillors asking them to provide their decisions on the items as listed in the activities list that had been sent to them.

A draft list of activities was being drawn up and sent to the Economy Team on 27 October and on 2 November an email was received advising that there were issues

with some of the items on the list. In this email and a further email the following date the Economy Team reiterated the need for the activities list to be completed along with confirmation that the items met the criteria in readiness for a meeting they had later that day with the Project Board finance and legal members for the WBF. In the afternoon of 3 November a further email was received advising that the project board had decided that a number of the activities on the list did not meet the criteria and therefore were requesting that Ledbury Town Council revisit their list of activities.

Following further correspondence with Councillors and consideration of the activities a further draft was sent to the Economy Team on 8 November 2021, which was confirmed as acceptable. On 10<sup>th</sup> November, the following email was received:

*"Is there any news on this please? We are aiming to get the SLA's signed by the 10<sup>th</sup> November (today) and over to MHCLG/DLUHC.  
All other councils have delivered their budgets and projects, so I'd be grateful if we can get Ledbury's asap and I will issue the SLA."*

When this email was received the Clerk was still awaiting further responses from Members and following a number of emails from the Economy Team the Clerk finally managed to provide a list of activities on 10 November which was approved as having met the criteria and the Service Level Agreement was drafted and sent for signing being made aware that there was an urgent requirement for the SLA to be signed to ensure it could be countersigned by Herefordshire Council.

A number of the items within the Activity List are for the provision of items for the Christmas Lights Switch-on event and there was a degree of urgency in getting the SLA agreed and signed to enable officers to place orders for the various items. Also, due to the need to return the SLA within a very short timeframe, it was not possible to arrange a meeting of Council to agree the document. The Council's Standing Orders and Financial Regulations are silent on the signing of Service Level Agreements (unless they are quantified as a Deed), and very often this is delegated to the Proper Officer, therefore the Clerk, consulted with the Mayor and it was agreed that the Clerk should sign and return the Service Level Agreement for completion, to avoid further delays.

Attached is a copy of the signed Service Level Agreement for Members consideration and endorsement of the officer's actions in signing the agreement in order to ensure that the funds were available and that orders could be placed in respect of some of the items on the activity list.

### **Recommendation**

1. That Members give consideration to the attached Activities List in respect of the Welcome Back Fund and endorse the actions of the Clerk in respect of signing the Service Level Agreement to ensure that the funds were available to the Council and to place orders for items relating to the Christmas Lights Switch-on.
2. That officers be authorised to proceed with all activities listed within the attached SLA.



**HEREFORDSHIRE COUNTY COUNCIL  
WELCOME BACK FUND SERVICE LEVEL AGREEMENT**

**THIS FUNDING AGREEMENT is made on the 12th day of November 2021**

**B E T W E E N:**

- (1) **HEREFORDSHIRE COUNTY COUNCIL** of Plough Lane, Hereford, HR4 0LE  
(the "Council")

**AND**

- (2) **LEDBURY TOWN COUNCIL** of Ledbury Town Council Offices, Church  
Street, Ledbury Herefordshire HR8 1DH (the "Delivery Partner")

**Definitions**

"Authorised Officer"	The Officer to whom the functions rights and powers given to the Council by this Agreement have been delegated wholly or in part.
Delivery Partner	Includes anyone engaged by the Delivery Partner to provide the funded activities including any sub-contractor, volunteer, licensee or employee).
Delivery Partner Representative	Angela Price, Town Clerk, Ledbury Town Council
Grant amount	£20,000 (ex VAT)
The Location	The High Street (and Neighbourhood Shopping Areas) and locations that is intended to be supported with the Project Activity as agreed.
The Project Activity	Welcome Back Fund ("WBF") The Project Activity as set out in Schedule 1 - The Works.
The Payment Schedule	WBF Claim instalment periods are: 21Q4 October 2021 – December 2021. 22Q1 January 2022 – March 2022.



	The claim should be submitted on the 10th January 2022 and 10th April 2022. The Council will pay the Delivery Partners upon receipt of payments from Central Government
Funded Activities	See Schedule 1 below

**WHEREAS:**

- A. The Council is Herefordshire County Council ("the Council") in receipt of the Welcome Back Fund (WBF) funding amount from Central Government provided through the European Regional Development Fund.
- B. Ledbury Town Council ("the Delivery Partner") is the delivery partner chosen by the Council to deliver the WBF Project Activity in Ledbury Town Centre;
- C. The Delivery Partner has applied to the Council for WBF funding to carry out Project Activities and the Council has agreed the application;
- D. The Funding is to support the safe reopening of high streets and other areas and designed to cover immediate additional measures to establish a safe and welcoming environment for businesses and customers as per the scope detailed in the Welcome Back guidance (see this attached at Appendix 1 below)
- E. As per the guidelines the Funding can also be used by the Delivery Partner to:
  - i. boost the look and feel of their high streets by investing in street planting, parks, green spaces, and seating areas to make high streets welcoming.
  - ii. Run publicity campaigns and prepare to hold events that will boost footfall and encourage people back into the high streets and thereby supporting local businesses.
  - iii. Install and refresh signage and communications on how people can stay safe and help prevent the spread of COVID-19.
  - iv. Improve green spaces on high streets and town centres by planting flowers or removing graffiti.
- F. The Council and the Delivery Partner are both committed to supporting the aims and outcomes identified in the funding application form. The Council recognises and respects the independence of the Delivery Partner but also has a responsibility to ensure that organisations which receive funding do use the funding they receive for the purposes it was intended. The Conditions of

Funding are set out below and in appended documents and links, these are mandatory requirements and the consequences for the Funding if these mandatory requirements are not met is also set out below.

- G. This document does not constitute a contract and there is no intention to create a legal relationship between the Council and the Delivery Partner.

#### **DELIVERY PARTNER'S OBLIGATIONS:**

1. The Delivery Partners' Obligations to the Council in relation to the Funding are to:
  - (a) use the funding effectively and as set out in your application for the funded activities;
  - (b) comply with these conditions of funding;
  - (c) comply with any legislation or Council rules which are relevant to the management, provision and delivery of the funded activities;
  - (d) ensure that you are properly managed, staffed, operated and/or equipped to provide the funded activities as set out in Schedule 1;
  - (e) ensure that you have and keep in place effective monitoring and information systems as set out in Schedule 2 below;
  - (f) primarily base your funded activities within the boundaries of your Parish and to directly or indirectly benefit the businesses and people who live or work in the District.
2. The Delivery Partner shall comply strictly with WBF Guidance as detailed in Appendix 1. (NB the Project Activity must be temporary and not permanent) and shall not use the funding for:
  - (a) capital expenditure;
  - (b) as direct support to businesses/traders to make adaptations to premises, to purchase PPE, purchase goods or equipment or offset wages or other operating costs;
  - (c) replacing the source for already committed expenditure;

(d) to cover lost income;

(e) anything that in the opinion of the Authorised Officer does not meet the safe reopening criteria or scope of the funding.

3. The appointment and selection of any works contractor shall be made by the Delivery Partner taking into account ERDF's procurement rules and regulations as detailed at Appendix 2 and Appendix 3.
4. The Delivery Partner shall provide to the Council a monthly Progress and Financial Report, to contain details set out by the Council's Authorised Officer.
5. The Delivery Partner must comply with the requirements in regard to ERDF Procurement rules, branding and document retention to receive Funding.
6. The delivery partner needs to send photographic evidence of activities which shows clearly the ERDF and HM Government logo as detailed in the WBF guidance at appendix 1. The full branding and publicity requirements including details of logo use can also be found on GOV.UK.

#### **COUNCIL'S OBLIGATIONS**

7. Subject to compliance with these Conditions of Funding, the Council will:
  - (a) pay the Funding to the Delivery Partner, the Funding to be defrayed;
  - (b) ensure reasonably prompt payment of the funding;
  - (c) endeavour to maintain clear communication;
  - (d) give you reasonable notice of any matter which affects or may affect the provision of the funding.
8. The Council hereby agrees with the Delivery Partner that it shall release the Funding, provided that the Delivery Partner complies with all of the following:
  - (a) that all the Delivery Partner's expenditure for the funded activities falls within the headings and limits set out in the application for funding and as per the WBF guidance, and the expenditure is wholly and necessarily attributable to the Delivery Partner carrying out the funded activities, and it does not include any expenditure for which remuneration is being claimed by the Delivery Partner from any other



body or individual or from within the terms of another agreement, unless otherwise agreed.

- (b) that the Delivery Partner will send the invoices and all other relevant documents required by the Authorised Officer in accordance with a timetable specified by the Authorised Officer.
- (c) The Council will release payment provided the Delivery Partner has complied with the requirements in regard to ERDF Procurement rules, branding and document retention.

## FINANCIAL RECORDS

- 9. The Delivery Partner shall maintain full and accurate records of all dealings. All accounts and records shall be retained by the Delivery Partner until 2033. The Delivery Partner shall give all reasonable assistance during the currency of this Agreement for the purpose of carrying out an audit of the Delivery Partner's compliance with this Agreement.
- 10. Record retention is an important consideration in the development and delivery of a project funded by ERDF. Projects can be subject to an audit even after the project is completed and it is therefore a requirement of grant that core documents are retained and made available for inspection over the entire period. Failure to produce adequate and satisfactory evidence can result in the repayment of grant.

## AGREEMENT MONITORING

- 11. The Delivery Partner shall co-operate and comply and shall procure that its sub-contractors co-operate and comply with the monitoring arrangements set out in the Schedule 2 (*Monitoring and Management Information*) below.
- 12. The Delivery Partner shall be responsible for the accuracy of all documentation and other Information supplied to the Council by the Delivery Partner in connection with the supply of the Project Activity.
- 13. The Council shall monitor the performance of the Project Activity by the Delivery Partner.
- 14. The Delivery Partner shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Delivery Partner's performance of the Project Activity.

15. The Council may increase the extent to which this monitoring is conducted if the quality of the Project Activity is degraded in any way. The Council shall give the Delivery Partner prior notification of its intention to increase the level of monitoring.

#### AUDIT

16. The Delivery Partner shall, and shall procure that all sub-contractors shall, maintain:
- (a) a complete and accurate set of records relating to the Project Activity and all activities relating to their performance of this Agreement;
  - (b) a complete and accurate set of records relating to all costs, liabilities and expenses incurred by, and all income, receipts and benefits received or earned by, the Delivery Partner and its sub-contractors in connection with the performance of the Provider's obligations under this Agreement; *and*
  - (c) reasonably adequate and appropriate security arrangements with a view to ensuring that there is no unauthorised access to and/or destruction of any such records.
  - (d) The Council and its staff, contractors, agents, auditors, advisers and other nominees (including the National Audit Office) may, not more than twice in any calendar year and for a period of six (6) years following the Expiry Date, conduct audits for the following purposes:
  - (e) to verify the accuracy of the Charges (and proposed or actual variations to them in accordance with this Agreement);
  - (f) to review the integrity, confidentiality and security of the Council Data;
  - (g) to review the Delivery Partner's compliance with the Data Protection Act 2018, the Freedom of Information Act 2000 in accordance with (*Data Protection and Freedom of Information*) and any other legislation applicable to the Services;
  - (h) to review the Delivery Partner's compliance with its obligations under Clauses 2, 3, 4, 5 and 6 above;

XBL 1344

- (i) to review any books of account kept by the in connection with the provision of the Project Activity; and
- (j) to carry out the audit and certification of the Project Activity and Project Spend.

## **WARRANTIES**

17. The Delivery Partner warrants and represents that:

- (a) it has full capacity and authority and all necessary statutory and legal licences, permits and consents to enter into and perform this Agreement;
- (b) this Agreement is executed by a duly authorised representative of the Delivery Partner;
- (c) the provision of the Project Activity shall not infringe any intellectual property rights of any third party;
- (d) the Project Activity shall be supplied and rendered by properly experienced, qualified and trained personnel with all responsible skill and care;
- (e) all statements and representations made to the Authorised Officer are to the best of your knowledge, information and belief, true and accurate and that You will advise the Authorised Officer of any material fact, matter of circumstance of which it may become aware which would render any such statement or presentation false or misleading.

## **FINANCIAL MANAGEMENT**

18. The Delivery Partner is responsible for ensuring that it complies with all relevant legal requirements in respect of your operations, including the way you conduct your business with third parties. The Delivery Partner must establish and maintain proper financial management and accounting systems and practices, including proper arrangements for the payment of tax, national insurance and VAT, where appropriate.



19. The Delivery Partner must, upon request, be able to demonstrate to the Council that it has proper financial accounting systems and practices in place, including proper arrangements for paying all relevant taxes and national insurance contributions.
20. The Delivery Partner shall keep proper records and accounts that show how the funding has been used. The Delivery Partner shall ensure that there are adequate and effective internal financial controls to protect your income and assets from misuse, abuse, waste, fraud or potential fraud. It is the Delivery Partner's duty to be aware of the Council's policies and codes of conduct to combat fraud and corruption. The Delivery Partner can seek advice from your Authorised Officer regarding this.

#### **SUSPENSION, TERMINATION AND RECOVERY OF FUNDING**

21. Funding may be temporarily or permanently reduced, withheld, recovered and/or discontinued by the Council in the Council's sole discretion at any time on the occurrence of any one or more of the following events:
  - (a) The Delivery Partner or any person acting on behalf of the Delivery Partner is in material or repeated breach of any one or more of your Obligations;
  - (b) The Delivery Partner ceases to operate or to provide the Funded Activities;
  - (c) the Council decides for financial or other reasons not to continue the Funding.
22. Where the Council intends to exercise its right to reduce, withhold, recover or discontinue funding, we will give you as much prior written notice as reasonable in the circumstances setting out a summary of the reasons for the proposed action. The Delivery Partner may then, if appropriate, be given the opportunity to make representations to the relevant Council decision-maker as to why the Council should not take the proposed action and to present any information which you consider relevant.
23. If at any time during the lifetime of this Agreement and for 6 years post completion of the Project Activity, if it is determined that the Funding has been utilised for an Activity that was not proposed or agreed then the Council retains the right to compel the return of the Funding, this is commonly referred to as 'clawback'.

## NOTICE

24. Any notice to be served on the Council pursuant to this Agreement shall be delivered or posted by recorded delivery to the Council at the Civic Centre and any notices to be served on the Delivery Partner may be delivered or posted to the Town Council's office or to their last known address and shall be deemed to have been received 5 working days after posting.

## APPLICABLE LAWS

25. The Delivery Partner shall adhere to statutory requirements and best practice and comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation.

IN WITNESS whereof the parties have caused their respective signatures to be hereunto affixed the day and year first before written

### SIGNED BY

Authorised Officer on Behalf of HEREFORDSHIRE COUNTY COUNCIL

Signature: .....

Name: Neil Taylor

Position: Interim Director, Economy and Place

Authorised Signatory by the said Angela Price on Behalf of LEDBURY TOWN COUNCIL

SIGNATURE ..... 

Name: Angela Price

Address: Ledbury Town Council offices, Church Street, Ledbury, Herefordshire,  
HR8 1DH

Description or Occupation: Town Clerk

in the presence of:

Name: JULIA LAWRENCE

SIGNATURE ..... J. Lawrence

Address:

Description or Occupation:

DEPUTY CLERK.

1368



## NOTICE

24. Any notice to be served on the Council pursuant to this Agreement shall be delivered or posted by recorded delivery to the Council at the Civic Centre and any notices to be served on the Delivery Partner may be delivered or posted to the Town Council's office or to their last known address and shall be deemed to have been received 5 working days after posting.

## APPLICABLE LAWS

25. The Delivery Partner shall adhere to statutory requirements and best practice and comply with applicable laws and standards including procurement rules, data protection and freedom of information legislation.

IN WITNESS whereof the parties have caused their respective signatures to be hereunto affixed the day and year first before written

## SIGNED BY

**Authorised Officer on Behalf of HEREFORDSHIRE COUNTY COUNCIL**



Signature: .....

Name: Neil Taylor

Position: Interim Director, Economy and Place

**Authorised Signatory by the said Angela Price on Behalf of LEDBURY TOWN COUNCIL**

SIGNATURE .....

Name: Angela Price

Address: Ledbury Town Council offices, Church Street, Ledbury, Herefordshire,  
HR8 1DH

Description or Occupation : Town Clerk

## SCHEDULE 1 – PROJECT ACTIVITIES

Please outline your proposed activities – with cost breakdowns (ex VAT).

Using bullet points briefly set out the specific activities you will undertake	Rationale for the activity	How will you deliver the activity	Cost	When will the activity be completed
<ul style="list-style-type: none"> <li>Hire of LED Christmas Trees in 2021</li> </ul>	<ul style="list-style-type: none"> <li>To encourage visitors to the Christmas Lights Switch on event and to visit the town through December 2021</li> </ul>	<ul style="list-style-type: none"> <li>50 LED Christmas Trees will be hung on the Hanging Basket hooks around the town</li> </ul>	£350	To be installed by hirer in November 2021
<ul style="list-style-type: none"> <li>Supply of Christmas tree in cemetery chapel for Candle Lighting event</li> </ul>	<ul style="list-style-type: none"> <li>To provide a welcoming atmosphere at the candle lighting event</li> </ul>	<ul style="list-style-type: none"> <li>8 ft Christmas Tree to be purchased from local Christmas Tree supplier</li> </ul>	£40.00	December 2021
<ul style="list-style-type: none"> <li>Hire of gazebos for use by Market Stall holders at the Christmas event.</li> </ul>	<ul style="list-style-type: none"> <li>To encourage visitors to the Christmas Lights Switch on event and provide protection for stall holders on future events</li> </ul>		£2,700 (Plus VAT)	November 2021
<ul style="list-style-type: none"> <li>To purchase x 6 Lamp post projecting banners and infrastructure</li> </ul>	<ul style="list-style-type: none"> <li>To encourage visitors to the Ledbury</li> </ul>	<ul style="list-style-type: none"> <li>Installation of infrastructure to 6 lamp posts on the way into Ledbury</li> </ul>	£1,800 plus VAT	To be installed by hirer in November 2021
<ul style="list-style-type: none"> <li>Maintenance to Bye Street Toilets</li> </ul>	<ul style="list-style-type: none"> <li>To enable the toilets on Bye Street to reopened.</li> </ul>	<ul style="list-style-type: none"> <li>To carry out maintenance to the Bye Street toilets to enable them to be reopened for use by residents and visitors to Ledbury</li> </ul>	£2,000	Repairs to be carried out in early 2022
<ul style="list-style-type: none"> <li>Provision of additional Covid signage and hand sanitisers</li> </ul>	<ul style="list-style-type: none"> <li>To provide protection against Covid-19</li> </ul>		£840	December 2021

1350

<ul style="list-style-type: none"> <li>Film/Book themed Saturday</li> </ul>	<ul style="list-style-type: none"> <li>Link the event to World Book day (03.03.2022) and Ledbury's cultural heritage.</li> </ul>	<ul style="list-style-type: none"> <li>Hold a fancy dress competition</li> <li>Hold story telling events in venues around the town</li> </ul>	£5,000	<ul style="list-style-type: none"> <li>To hire film/book characters to be in the town centre</li> <li>Cost of hire of venues around the town for story telling events</li> </ul>
<ul style="list-style-type: none"> <li>Hire of Disney Characters and other expenditure for Christmas Lights Switch on event and Late night shopping event</li> </ul>	<ul style="list-style-type: none"> <li>To encourage visitors to the Ledbury</li> </ul>	<ul style="list-style-type: none"> <li>Hire of characters and singer for Christmas Events</li> </ul>	£500	3 and 4 December
<ul style="list-style-type: none"> <li>Trees and shrubs and planters for Ledbury in Bloom and Town Trail</li> </ul>	<ul style="list-style-type: none"> <li>To create floral displays and encourage bio-diversity</li> </ul>	<ul style="list-style-type: none"> <li>Work with Ledbury in Bloom to provide new planters around the town to supplement and in some cases add to those already provided in the town but in need of replacement. Both organisations have been contacted in respect of this project and we are working together to establish what is required – (£5,000 from GPV fund also)</li> </ul>	£6,770	Feb 2022
TOTAL			£20,000	



## **SCHEDULE 2 – MONITORING AND INFORMATION**

The Delivery Partner must ensure that you have and keep in place effective monitoring and information systems. Minimum requirements and assistance in meeting this obligation are set out in this Schedule.

### **1. Written Report**

1.1 The Delivery Partner must provide the Authorised Officer with a written report regarding the funded activities. These reports shall be provided by the time(s) specified by the Authorised Officer and should include:

- a) a summary description of the Funded Activities provided by you;
- b) summary information regarding the numbers and types of users;
- c) summary information regarding the full costs of providing the Funded Activities;
- d) evidence of the benefits users gain from the Funded Activities; and
- e) a summary of any problems or issues that you have come across in delivering the Funded Activities.

### **2. Monitoring**

2.1 The Council is accountable to Central Government for the money that it awards in funding. Monitoring is therefore an integral requirement of the Conditions of Grant Funding. The Delivery Partner shall comply with all monitoring and evaluation procedures that are required by the Authorised Officer.

2.2 The Council has to ensure the funded activities meet the needs of local businesses and residents. The Council expects the Delivery Partner to share this responsibility. The Delivery Partner must be able to demonstrate that the Delivery Partner is providing high quality funded activities that offer good value for money.

2.3 The Delivery Partner must give the Authorised Officer reasonable opportunities to observe how you deliver the Funded Activities and how users participate or respond to them.

### **3 Inspection**

3.1 The Delivery Partner will give to the Authorised Officer, the Council, the Council's auditors and the Local Government Ombudsman such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to your compliance with these Conditions of

Grant Funding. Direct reasonable costs of any inspection will be met by the Council except where the information is requested as a result of complaints of poor performance or non-compliance.

#### **4 Co-operation**

- 4.1 The Delivery Partner will, in performing its obligations under these Conditions of Grant Funding, liaise with and co-operate with the Authorised Officer and all officers of the Council and other organisations undertaking duties on behalf of the Council. The Delivery Partner shall comply with all reasonable instructions issued by the Authorised Officer.

#### **4. Copyright**

- 5.1 All copyright or other intellectual property rights in all work created or produced by the Delivery Partner in relation to the funded activities shall be your property. The Delivery Partner hereby grant the Council, and/or any third party which performs services on behalf of the Council, a non-exclusive, perpetual, transferable, royalty free licence to use such work for Council business that is reasonably related to the funded activities. The Delivery Partner also warrants that any document or design produced by you is your original work which does not infringe the copyright, design right, moral right or any other rights of any third party, and that no claims of such infringement have been made or are the subject of litigation actual or threatened.

#### **5. Data Protection**

- 5.1 The Council and the Delivery Partner will comply with our respective obligations under the General Data Protection Regulations (GDPR), the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy as and when the same are applicable to the Funded Activities.
- 5.2 Where the funded activities include the processing by the Delivery Partner of any personal data controlled by the Council, the Delivery Partner must enter into a separate data processing contract to be provided to the Delivery Partner by the Council. Failure to enter into this contract will amount to a breach of your Core Obligations and will lead to the termination of your funding.

#### **6. Information Requests**

- 6.1 The Delivery Partner accepts that the Council is obliged to comply with information legislation including the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention

and Audit Commission Act 1998. The Delivery Partner will assist the Council to comply with our obligations under this information legislation. This includes helping the Council comply with its obligation to respond to requests for information within statutory deadlines and providing information to the Council where the Council requests.

- 6.2 The Council is entitled to disclose information unless we believe that the information is exempt or excluded under the legislation or the legislation does not apply. For example, where information is provided in confidence, the information is a trade secret or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested is to be disclosed or not. The Council will where reasonably practicable, consult you and will consider any representations made by the Delivery Partner. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information.

## **7. Publicity**

- 8.1 All publicity for the Fund and the funded activity must be agreed in writing with the Council and must comply with government guidance in regard to the branding of this Project in particular in relation to the European Regional Development Fund.



## **Appendices**

### **Appendix 1 - Welcome Back Fund guidance**

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1021246/Welcome\\_Back\\_Fund\\_Guidance\\_v3\\_Final.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1021246/Welcome_Back_Fund_Guidance_v3_Final.pdf)



Appendix 1

-Welcome\_Back\_Fund

### **Appendix 2 - ERDF's Procurement Rules and Regulations**

<https://www.gov.uk/government/publications/european-structural-and-investment-funds-procurement-documents>



Appendix 2

-ESIF-GN-1-007\_Proc-ESIF\_National\_Procui



Appendix 2

### **Appendix 3 – WBF FAQ's – including advice about branding and procurement**



Appendix 3

-Welcome\_Back\_Fund



FULL COUNCIL	2 DECEMBER 2021	AGENDA ITEM: 16
--------------	-----------------	-----------------

Report prepared by Angela Price – Town Clerk

## **GREAT PLACES TO VISIT FUND**

### **Purpose of Report**

The purpose of this report is to request Members to give consideration to the attached Service Level Agreement and Activities List in respect of the Great Places to Visit.

### **Detailed Information**

Following the receipt of the Service Level Agreement in respect of the Great Places to Visit, the Mayor agreed to call an extraordinary meeting of Council to review the documents and agree signing.

Unfortunately, on reviewing the document, there were a number of errors within the document and points that needed to be reviewed by the Economy Team in Hereford Council and these are highlighted in the attached document.

Unlike the SLA for the Welcome Back Fund, this document clearly states that it has been prepared as a deed and therefore must be signed in accordance with Standing Order 23a, which states:

*“A legal deed shall not be executed on behalf of the Council unless authorised by a resolution.*

***Subject to standing order 23(a), any two councillors may sign, on behalf of the Council, any deed required by law and the Proper Officer shall witness their signatures.***

*The above is applicable to a Council without a common seal.”*

At the extraordinary meeting of council the following was RESOLVED:

- 1. That the Clerk work with Councillor Harvey and Herefordshire Officers to ensure the points raised above in respect of the Service Level Agreement are addressed.**
- 2. That the Clerk revisit the Activity List and establish whether the public realm projects in points 1, 4 and 5 above are investigated further with Herefordshire Council.**
- 3. That the Clerk provide costings and more detail to the meeting of Council scheduled for 4 December 2021 in respect of the proposal to extend the steps at Dog Hill Woods.**

1356



4. **That a report be provided at the meeting of Council on 4 December on the progress of the issues raised within these minutes.**

Following the extraordinary meeting of Council on 22 November the Clerk spoke with Councillor Harvey, in her capacity as Ward Councillor, and it was agreed that Councillor Harvey would investigate the deliverability of the Public Realm Items listed in the Activities List, and also the Shop Front Improvement Grant Scheme and the issues around planning/listed building approvals.

In the meantime officers will endeavour to further information on the other projects within the activity list and make these available to this meeting. It is hoped that an amended Service Level Agreement may be available by the time of the meeting also.

#### **RECOMMENDATION**

1. That Members give consideration to the attached Service Level Agreement and any amended SLA that is available at the meeting.
2. That Members give consideration to the Activities List attached and subject to further information from officers and Councillor Harvey consider whether they wish to proceed with the Activity List as proposed or consider any alternative funding options.
3. That once the Activity List is agreed Members approve its signing in accordance with Standing Order 23, and that they authorise two members of Council to sign the document on behalf of the Council.

**DATED**

**15 November 2021**

**SERVICE LEVEL AGREEMENT**

between

**THE COUNTY OF HEREFORDSHIRE COUNTY COUNCIL**

and

**LEDBURY TOWN COUNCIL**

1358

## CONTENTS

---

### CLAUSE

1.	Definitions.....	2
2.	Purpose of Funding .....	3
3.	Payment of Funding .....	3
4.	Use of Funding .....	4
5.	Accounts and records .....	4
6.	Monitoring and reporting .....	5
7.	Procurement .....	5
8.	Audit and Acknowledgment and publicity .....	6-7
9.	Confidentiality .....	7
10.	Freedom of information .....	8
11.	Data protection .....	9
12.	Withholding, suspending and repayment of Funding .....	9
13.	Anti-discrimination .....	10
14.	Human rights .....	10
15.	Limitation of liability .....	10
16.	Waiver .....	10
17.	Insurance .....	11
18.	Duration .....	11
19.	Termination .....	12
20.	Assignment .....	12
21.	Waiver .....	12
22.	Notices .....	12
23.	Dispute resolution .....	12
24.	No partnership or agency .....	13
25.	Contracts (Rights of Third Parties) Act 1999 .....	13
26.	Governing law .....	13
27.	Entire agreement .....	13



THIS FUNDING AGREEMENT is made on 15th November 2021

## PARTIES

- (1) **HEREFORDSHIRE COUNTY COUNCIL**, of Church Street, Hereford, HR4 0LE ('the Council')
- (2) **LEDGERHILL TOWN COUNCIL** of Church Street, Ledbury, HR8 1DH ('Delivery Partner')

## BACKGROUND

- (A) The Council is an elected administrative body governing the county of Herefordshire.
- (B) The Delivery Partner is the elected administrative body governing the town of Ledbury.
- (C) The Council has received a grant of £90,000 in grant funding through Central Government's Recovery Fund; specifically from The Department of Levelling Up, Housing and Communities (DLUHC), to support the Great Places to Visit initiative.
- (D) The Council must therefore abide by conditions set out in the Funding Agreement, including the conditions for support for the operation concerned and specific requirements concerning the products or services to be delivered under the operation, the financing plan and the time limit for execution.
- (E) The purpose of the funding is to support the re-opening of town centres safely following the lockdown as a result of the Covid-19 outbreak. It is to assist businesses generally by increasing public confidence and safety in town centre locations and thereby encouraging local residents and tourists back to town centres to shop and visit. The funding has been allocated to 5 town centres located across the County of Herefordshire. Each town centre is to receive up to £90,000 to support Project Activities that will support the general aims of the funding.
- (F) The Council may with the consent of the Secretary of State task a Delivery Partner to carry out certain of the Project Activities. The

Delivery Partner tasked to carry out Project Activities in this Agreement is Ledbury Town Council.

## AGREED TERMS

### 1. DEFINITIONS

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

**Bribery Act:** the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Commencement Date:** 4<sup>th</sup> November 2021

**Data Protection Legislation:** all applicable data protection legislation and privacy legislation in force from time to time in the UK including 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 2003/2426); any other directly applicable European Union regulation relating to privacy; 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 and the privacy of electronic communications.

**GDPR:** General Data Protection Regulation ((EU) 2016/679).

**Funding:** the sum of ninety thousand pounds £90,000 to be paid to Ledbury Town Council in accordance with this Agreement.

**Funding Period:** the period for which the funding is awarded starting on the Commencement Date and ending on 31 March 2022.

**Intellectual Property Rights:** all patents, copyrights and design rights (whether registered or not) and all applications for any of the foregoing and all rights of confidence and Know-How however arising for their full term and any renewals and extensions.

**Know-How:** information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.

**Personal Data:** shall have the same meaning as set out in the Data Protection Legislation.

**Prohibited Act:** means offering, giving or agreeing to give any servant of the Council any gift or consideration of any kind as an inducement or committing any offence under the Bribery Act 2010 or any act of fraud as defined by legislation.

## **2. PURPOSE OF FUNDING**

- 2.1 The Delivery Partner shall ensure that the Funding will only be used for the delivery of the Project Activity and in accordance with the terms and conditions set out in this Agreement. The Funding shall not be used for any other purpose without the prior written agreement of the Council.
- 2.2 The purpose of the Funding is to support the re-opening of high streets safely following the lockdown as a result of the Covid-19 outbreak. It is to assist businesses generally by increasing public confidence and safety in town centre locations and thereby encouraging local residents and tourists back to town centres to shop and visit. The Funding has been allocated to 5 town centres located across the County of Herefordshire. Each town centre is to receive up to £90,000 to support Project Activities that will support the general aims of the funding.
- 2.3 Prior Approval has been given for the Project Activity which has been agreed by the Council and the Project Activity is set out in **Schedule 1** below

## **3. PAYMENT OF FUNDING**

- 3.1 The Council shall pay the Funding to the Delivery Partner on completion of this Agreement, subject to the necessary funds being available when payment falls due. The Delivery Partner agrees and accepts that payment of the Funding can only be made to the extent that the Council has available funds.
- 3.2 No Funding shall be paid unless and until the Council is satisfied that such payment will be used for proper expenditure in the delivery of the Project.
- 3.3 The Delivery Partner shall promptly repay to the Council any money incorrectly paid to it either as a result of an administrative error or



otherwise. This includes (without limitation) situations where either an incorrect sum of money has been paid or where Funding monies have been paid in error before all conditions attaching to the Funding have been complied with by the Delivery Partner.

#### **4. USE OF FUNDING**

- 4.1 The Funding shall be used by the Delivery Partner for the delivery of the Project Activity.
- 4.2 The Delivery Partner shall not use the Funding to reimburse any administrative costs of the Delivery Partner in administering the Funding unless this has been approved in writing by the Council.
- 4.3 The Delivery Partner shall not allow any part of the Funding to be spent on the delivery of the Project Activity after the Funding Period.
- 4.4 Should any part of the Funding remain unspent at the end of the Funding Period, the Delivery Partner shall ensure that any unspent monies are returned to the Council or, if agreed in writing by the Council, shall be entitled to retain the unspent monies to use for purposes as agreed between the parties.

#### **5. ACCOUNTS AND RECORDS**

- 5.1 The Funding shall be shown in the Delivery Partner's accounts as a restricted funds and shall not be included under general funds.
- 5.2 The Delivery Partner shall keep separate, accurate and up-to-date accounts and records of the receipt and expenditure of the Funding monies received by it.
- 5.3 The Delivery Partner shall keep all invoices, receipts, and accounts and any other relevant documents relating to the expenditure of the Funding for a period of at least six years following receipt of any Funding monies to which they relate. The Council shall have the right to review, at the Council's reasonable request, the Delivery Partner's accounts and records that relate to the expenditure of the Funding and shall have the right to take copies of such accounts and records.

- 5.4 If requested the Delivery Partner shall provide the Council with a copy of its annual accounts within six months (or such lesser period as the Council may reasonably require) of the end of the Funding Period.
- 5.5 The Delivery Partner shall comply and facilitate the Council's compliance with all statutory requirements as regards accounts, audit or examination of accounts, annual reports and annual returns applicable to itself and the Council.

## **6. MONITORING AND REPORTING**

- 6.1 The Delivery Partner shall closely monitor the delivery and success of the Project Activity throughout the Funding Period to ensure that the aims and objectives of the Project Activity are being met and that this Agreement is being adhered to.
- 6.2 The Delivery Partner shall on request provide the Council with such further information, explanations and documents as the Council may reasonably require in order for it to establish that the Funding has been used properly in accordance with this Agreement.
- 6.3 The Delivery Partner shall permit any person authorised by the Council such reasonable access to its employees, agents, premises, facilities and records, for the purpose of discussing, monitoring and evaluating the Delivery Partner's fulfilment of the conditions of this Agreement and shall, if so required, provide appropriate oral or written explanations from them.
- 6.4 The Delivery Partner shall provide the Council with a final report on completion of the Funding Period which shall confirm whether the Project has been successfully and properly completed.

## **7. PROCUREMENT**

- 7.1 The Delivery Partner must obtain value for money when using the Funding and will act in a fair, open and non-discriminatory manner when buying goods and services.
- 7.2 If the Council requests information from the Delivery Partner about the use of the Funding provided under this Agreement for procurement, the Delivery Partner will provide sufficient information to show that its

procurement processes are transparent, fair, allow for competition and were cost effective.

## 8. AUDIT

8.1 The Delivery Partner shall, and shall procure that all sub-contractors shall, maintain:

- (a) a complete and accurate set of records relating to the Project Activity and all activities relating to their performance of this Agreement;
- (b) a complete and accurate set of records relating to all costs, liabilities and expenses incurred by, and all income, receipts and benefits received or earned by, the Delivery Partner and its sub-contractors in connection with the performance of the Provider's obligations under this Agreement; and
- (c) reasonably adequate and appropriate security arrangements with a view to ensuring that there is no unauthorised access to and/or destruction of any such records.
- (d) The Council and its staff, contractors, agents, auditors, advisers and other nominees (including the National Audit Office) may, not more than twice in any calendar year and for a period of six (6) years following the Expiry Date, conduct audits for the following purposes:
  - (e) to verify the accuracy of the Charges (and proposed or actual variations to them in accordance with this Agreement);
  - (f) to review the integrity, confidentiality and security of the Council Data;
  - (g) to review the Delivery Partner's compliance with the Data Protection Act 2018, the Freedom of Information Act 2000 in accordance with (*Data Protection and Freedom of Information*) and any other legislation applicable to the Services;
  - (h) to review any books of account kept by the in connection with the provision of the Project Activity; and



- (i) to carry out the audit and certification of the Project Activity and Project Spend.

## 8. ACKNOWLEDGMENT AND PUBLICITY

The Delivery Partner shall not publish any material referring to the Project Activity or the Council without the prior written agreement of the Council. The Delivery Partner shall acknowledge the support of the Council in any materials that refer to the Project Activity and in any written or spoken public presentations about the Project Activity. Such acknowledgements (where appropriate or as requested by the Council) shall include the Council's name and logo (or any future name or logo adopted by the Council) using the templates provided by the Council from time to time.

## 9. CONFIDENTIALITY

- 9.1 Subject to clause 10 (Freedom of Information), each party shall during the term of this Agreement and thereafter keep secret and confidential all Intellectual Property Rights or Know-How or other business, technical or commercial information disclosed to it as a result of the Agreement and shall not disclose the same to any person save to the extent necessary to perform its obligations in accordance with the terms of this Agreement or save as expressly authorised in writing by the other party.
- 9.2 The obligation of confidentiality contained in this clause shall not apply or shall cease to apply to any Intellectual Property Rights, Know-How or other business, technical or commercial information which:
  - (a) at the time of its disclosure by the disclosing party is already in the public domain or which subsequently enters the public domain other than by breach of the terms of this Agreement by the receiving party;
  - (b) is already known to the receiving party as evidenced by written records at the time of its disclosure by the disclosing party and was not otherwise acquired by the receiving party from the disclosing party under any obligations of confidence; or
  - (c) is at any time after the date of this Agreement acquired by the receiving party from a third party having the right to disclose

the same to the receiving party without breach of the obligations owed by that party to the disclosing party.

**10. FREEDOM OF INFORMATION**

10.1 The Delivery Partner acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (**FOIA**) and the Environmental Information Regulations 2004 (**EIRs**).

10.2 The Delivery Partner shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Council all requests for information relating to this agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
- (c) provide the Council with a copy of all information belonging to the Council requested in the request for information which is in its possession or control in the form that the Council requires within 5 working days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

10.3 The Delivery Partner acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Delivery Partner. The Council shall take reasonable steps to notify the Delivery Partner of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

## 11. DATA PROTECTION

Both Parties will comply with all applicable requirements of and all their obligations under the Data Protection Legislation which arise in connection with the Agreement.

## 12. WITHHOLDING, SUSPENDING AND REPAYMENT OF FUNDING

12.1 The Council's intention is that the Funding will be paid to the Delivery Partner in full. However, without prejudice to the Council's other rights and remedies, the Council may at its discretion withhold or suspend payment of the Funding and/or require repayment of all or part of the Funding if:

- (a) the Delivery Partner uses the Funding for purposes other than those for which they have been awarded;
- (b) the delivery of the Project does not start within 4 weeks of the Commencement Date and the Delivery Partner has failed to provide the Council with a reasonable explanation for the delay;
- (c) the Council considers that the Delivery Partner has not made satisfactory progress with the delivery of the Project Activity;
- (d) the Delivery Partner provides the Council with any materially misleading or inaccurate information;
- (e) the Delivery Partner commits or committed a Prohibited Act;
- (f) the Delivery Partner fails to comply with any of the terms and conditions set out in this Agreement and fails to rectify any such failure within 14 days of receiving written notice detailing the failure.

12.2 Should the Delivery Partner be subject to financial or other difficulties which are capable of having a material impact on its effective delivery of the Project or compliance with this Agreement it will notify the Council as soon as possible so that, if possible, and without creating any legal obligation, the Council will have an opportunity to provide assistance in resolving the problem or to take action to protect the Council and the Funding monies.



### **13. ANTI-DISCRIMINATION**

- 13.1 The Delivery Partner shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 13.2 The Delivery Partner shall take all reasonable steps to secure the observance of clause 13.1 by all servants, employees or agents of the Delivery Partner.

### **14. HUMAN RIGHTS**

- 14.1 The Delivery Partner shall at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement.
- 14.2 The Delivery Partner shall undertake, or refrain from undertaking, such acts as the Council requests so as to enable the Council to comply with its obligations under the Human Rights Act 1998.

### **15. LIMITATION OF LIABILITY**

- 15.1 The Council accepts no liability for any consequences, whether direct or indirect, that may come about from the Delivery Partner running the Project Activity, the use of the Funding or from withdrawal of the Funding. The Delivery Partner shall indemnify and hold harmless the Council, its employees, agents, officers or sub-contractors with respect to all claims, demands, actions, costs, expenses, losses, damages and all other liabilities arising from or incurred by reason of the actions and/or omissions of the Delivery Partner in relation to the Project Activity, the non-fulfilment of obligations of the Delivery Partner under this Agreement or its obligations to third parties.
- 15.2 Subject to clause 15.1, the Council's liability under this Agreement is limited to the payment of the Funding amount.

### **16. WARRANTIES**

The Delivery Partner warrants, undertakes and agrees that:

- (a) it has all necessary resources and expertise to deliver the Project Activity (assuming due receipt of the Funding);

- (b) it shall at all times comply with all relevant legislation and all applicable codes of practice and other similar codes or recommendations, and shall notify the Council immediately of any significant departure from such legislation, codes or recommendations;
- (c) it shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to employees and other persons working on the Project Activity;
- (d) it has and shall keep in place adequate procedures for dealing with any conflicts of interest;
- (e) it has and shall keep in place systems to deal with the prevention of fraud and/or administrative malfunction.

## 17. INSURANCE

- 17.1 The Delivery Partner shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Delivery Partner, arising out of the Delivery Partner's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss.
- 17.2 The Delivery Partner shall (on request) supply to the Council a copy of such insurance policies and evidence that the relevant premiums have been paid.

## 18. DURATION

- 18.1 Except where otherwise specified, the terms of this Agreement shall apply from the date of this Agreement until the expiry of the Funding Period.
- 18.2 Any obligations under this Agreement that remain unfulfilled following the expiry or termination of the Agreement shall survive such expiry or termination and continue in full force and effect until they have been fulfilled.

**19. TERMINATION**

The Council may terminate this Agreement on giving Delivery Partner one months' written notice should it be required to do so by financial restraints or for any other reason.

**20. ASSIGNMENT**

Delivery Partner may not, without the prior written consent of the Council, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Funding.

**21. WAIVER**

No failure or delay by either party to exercise any right or remedy under this Agreement shall be construed as a waiver of any other right or remedy.

**22. NOTICES**

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered or if e-mailed all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

**23. DISPUTE RESOLUTION**

- 23.1 In the event of any complaint or dispute (which does not relate to the Council's right to withhold funds or terminate) arising between the parties to this Agreement in relation to this Agreement the matter should first be referred for resolution to the Economy and Place Director of the Council and the Deputy Town Clerk of Ledbury Town Council.

1371



23.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to the clause in 23.1 or other nominated individual, as the case may be, either party may refer the matter to the Chief Executive of the Council and the Town Clerk of Ledbury Town Council with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by the Council and Delivery Partner.

23.3 In the absence of agreement under clause 23.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

#### **24. NO PARTNERSHIP OR AGENCY**

This Agreement shall not create any partnership or joint venture between the Council and Delivery Partner, nor any relationship of principal and agent, nor authorise any party to make or enter into any commitments for or on behalf of the other party.

#### **25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

This Agreement does not and is not intended to confer any contractual benefit on any person pursuant to the terms of the Contracts (Rights of Third Parties) Act 1999.

#### **26. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the law of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts.

#### **27. ENTIRE AGREEMENT**

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Funding and supersedes any previous agreement or understanding between them in relation to such subject matter.

1372

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

IN WITNESS whereof the parties have caused their respective signatures to be hereunto affixed the day and year first before written

**SIGNED BY**

**Authorised Officer on Behalf of HEREFORDSHIRE COUNTY COUNCIL**

Signed or sealed.....

Affixed to this Deed in the presence of:

Signature: .....

Name: Neil Taylor

Position: Interim Director, Economy and Place

Authorised Signatory

by the said Angela Price on Behalf of LEDBURY TOWN COUNCIL  
in the presence of:

SIGNATURE .....

Name: Angela Price

Address: Church Street, Ledbury, HR8 1DH

Description or Occupation: Town Clerk

1373

**Schedule 1.**  
**Project Activity Details**

Area of Scope	Using bullet points briefly set out the specific activities you will undertake	Rational of the activity	Cost	How will you deliver the activity	When will the activity be completed?
Town centres public realm improvements	<ul style="list-style-type: none"> <li>Improvements to the visual impact of the centre of the Town by the provision of plants, hanging baskets etc. around the town approach roads</li> </ul>	<ul style="list-style-type: none"> <li>To encourage local people to return to the High Street and to attract visitors to the town</li> </ul>	£5,000	<ul style="list-style-type: none"> <li>Work with Ledbury in Bloom to provide new planters around the town to supplement and in some cases add to those already provided in the town but in need of replacement. Both organisations have been contacted in respect of this project and we are working together to establish what is required – (£5,000 from WBF also)</li> </ul>	<ul style="list-style-type: none"> <li>Planters to be provided by March 2022 to be planted by Ledbury in Bloom etc. in May 2022</li> </ul>
	<ul style="list-style-type: none"> <li>Provision of commercial solar lighting in St Katherine's Car Park</li> </ul>	<ul style="list-style-type: none"> <li>For safety purposes - St Katherine's car</li> </ul>	£3,000	<ul style="list-style-type: none"> <li>Liaise with Balfour Beatty</li> </ul>	<ul style="list-style-type: none"> <li>To be agreed with Balfour Beatty</li> </ul>



		park has no lighting and due to it's size and location the only lighting in the car park is at the entrance from Bye Street – LTC regularly receive complaints and enquiries as to why there is no lighting provided			
	<ul style="list-style-type: none"> <li>• Improvements to the toilets on Bye Street</li> </ul>	<ul style="list-style-type: none"> <li>• To provide baby changing facilities</li> </ul>	£500	<ul style="list-style-type: none"> <li>• Work with Love Ledbury to facilitate</li> </ul>	<ul style="list-style-type: none"> <li>• January 2022</li> </ul>
	<ul style="list-style-type: none"> <li>• Provision of recycling bins in town centre</li> </ul>	<ul style="list-style-type: none"> <li>• To reduce land fill waste in Ledbury to coincide with the Councils Climate Declaration</li> </ul>	£2,500	<ul style="list-style-type: none"> <li>• Work with Balfour Beatty</li> </ul>	<ul style="list-style-type: none"> <li>• January 2022</li> </ul>
	<ul style="list-style-type: none"> <li>• To repair and extend the steps at Dog Hill Woods to the picnic area at the top</li> </ul>	<ul style="list-style-type: none"> <li>• Recent enquiry from members of the public and a recent visit by</li> </ul>	£10,000	<ul style="list-style-type: none"> <li>• To employ external contractor to carry out the works required</li> </ul>	<ul style="list-style-type: none"> <li>• May 2022</li> </ul>

		the Chair of E & L Committ ee has identifie d this as being a project in need of work			
Grants for shop front enhancements	<ul style="list-style-type: none"> <li>• Provision of a shop front enhancement grant scheme for local traders</li> </ul>	<ul style="list-style-type: none"> <li>• Concerns have been raised by councillors in respect of some shop fronts in Ledbury</li> </ul>	£36,000	<ul style="list-style-type: none"> <li>• Town Council will set up a grant scheme for local traders to apply for funding to improve their shop fronts</li> <li>• Details of scheme to be agreed but assistance form Herefordshire Council will be required</li> </ul>	<ul style="list-style-type: none"> <li>• Grants to be allocated no later than March 2022 with work completed by May 2022.</li> </ul>
Infrastructure for events and/or markets	<ul style="list-style-type: none"> <li>• Event support – Queens Jubilee event</li> </ul>	<ul style="list-style-type: none"> <li>• It was hoped that the first Reggae on the Rec event could be held in 2021 however due to the pandemic it was not possible – Council would like to</li> </ul>	£10,000	<ul style="list-style-type: none"> <li>• Funds would be used to hire marquees, tables and chairs</li> <li>• Advertising – banners, posters etc.</li> <li>• To purchase souvenir mugs for distribution to all Junior School children</li> </ul>	<ul style="list-style-type: none"> <li>• Event to be held the first weekend in June 2022</li> </ul>

		run this event to coincide with the Queen's Jubilee in 2022			
	<ul style="list-style-type: none"> <li>Infrastructure to improve Charter Market and provide specialist markets in the town</li> </ul>	<ul style="list-style-type: none"> <li>To encourage local people to return to the High Street and to attract increase visitors numbers to the town</li> </ul>	£10,000	<ul style="list-style-type: none"> <li>Funds would be used to purchase gazebos and other items to enhance the market</li> </ul>	<ul style="list-style-type: none"> <li>Items to be purchased January 2022</li> <li>Specialist market Easter 2022</li> </ul>
Improvements to public rights of way/ cycling routes	<ul style="list-style-type: none"> <li>Submission of Traffic Regulation Order for the installation of dropped kerbs in and around the town centre</li> </ul>	<ul style="list-style-type: none"> <li>To improve the accessibility to the town centre for people with mobility problems . LTC Traffic Management Working Party has been working with members of the public to identify areas where dropped kerbs would be beneficial.</li> </ul>	£12,000	<ul style="list-style-type: none"> <li>Work with Balfour Beatty and Highways Authority</li> </ul>	<ul style="list-style-type: none"> <li>May 2022 to encourage visitors for the summer season</li> </ul>
		<ul style="list-style-type: none"> <li><b>Total</b></li> </ul>	<b>£90,000</b>		





**Schedule 2.**

**Delivery Partners Key Personnel and Council's Agreement Manager**

**Ledbury Council – Town Clerk**

**Herefordshire Council – Head of Economic Development  
Senior Policy and Funding Manager  
Senior Project Manager**

### **Schedule 3.**

#### **Mandatory Policies**

The mandatory policies are:

- Modern Slavery and Human Trafficking -  
<https://www.herefordshire.gov.uk/directory-record/5867/modern-slavery-statement>
- Ethics and anti-bribery;  
<https://councillors.herefordshire.gov.uk/documents/s50072690/Appendix%201%20anti-fraud%20bribery%20corruption%20and%20anti-money%20laundering%20policies.pdf>
- Health and Safety Policy; <https://www.herefordshire.gov.uk/business-1/workplace-health-safety>

1380



#### **Schedule 4.**

##### **Data Protection**

The Council and the Delivery Partner will comply with our respective obligations under the General Data Protection Regulations (GDPR), the Data Protection Act 2018 and all applicable law about the processing of personal data and privacy as and when the same are applicable to the Funded Activities.

Where the funded activities include the processing by the Delivery Partner of any personal data controlled by the Council, the Delivery Partner must enter into a separate data processing agreement to be provided to the Delivery Partner by the Council. Failure to enter into this agreement will amount to a breach of your Core Obligations and will lead to the termination of your funding.

##### **Information Requests**

The Delivery Partner accepts that the Council is obliged to comply with information legislation including the Freedom of Information Act 2000 and Code of Practice, Environmental Information Regulations 2004, Aarhus Convention and Audit Commission Act 1998. The Delivery Partner will assist the Council to comply with our obligations under this information legislation. This includes helping the Council comply with its obligation to respond to requests for information within statutory deadlines and providing information to the Council where the Council requests.

The Council is entitled to disclose information unless we believe that the information is exempt or excluded under the legislation or the legislation does not apply. For example, where information is provided in confidence, the information is a trade secret or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested is to be disclosed or not. The Council will where reasonably practicable, consult you and will consider any representations made by the Delivery Partner. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information.