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6 April 2023

TO: Councillors Bannister, Bradford, Harvey, Howells, Hughes, Manns, Morris, Shields, and Sims

You are hereby summoned to attend a meeting of the **Planning, Economy & Tourism Committee** which will be held in the **Council Offices, Church Lane, Ledbury,** on **Thursday, 13 April 2023 at 7.00 pm** for the purposes of transacting the business set out below.

Yours faithfully

PP Angie Price Clerk

FILMING AND RECORDING OF COUNCIL MEETINGS

Members of the public are permitted to film or record meetings to which they are permitted access, in a non-disruptive manner. Whilst those attending meetings are deemed to have consented to the filming, recording, or broadcasting of meetings, those exercising the rights to film, record or broadcast must respect the rights of other people attending under the Data Protection Act (GDPR) 2018

AGENDA

1. To receive apologies for absence

2. 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 Herefordshire Council at least 72 hours prior to the meeting)

3. 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. The period of time, which is at the Chairman's discretion, for public participation shall not exceed 15 minutes. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than five minutes. Questions/comments shall be directed to the Committee Chairman.

MINUTES

- 4. To approve and sign the minutes of the Planning Economy & Tourism Committee meeting held on 9 March 2023 (Pages 4440 - 4446) (5 minutes)
- 5. To review the Action Sheet (5 minutes)

(Page 4447)

ECONOMY

- 6. To review Phase one of the Charter Market Strategy (Pages 4448 4452)
- 7. Platform Housing Community Chest <u>https://www.platformhg.com/platform-community-chest</u>

TOURISM

8. Quotes received in respect of new layout in Town Council reception area to accommodate the Tourist Information Centre (Pages 4453 - 4463)

PLANNING

9. Planning Consultations (15 minutes)

	Application Number	Deadline for comments/ determination	Application details
9.1	<u>220374</u>	Deadline for comments: 11.04.2023- Appeal Pending	Small scale demolition works with new single rear and two storey side extension – Briar Bank, 49 Bank Crescent, Ledbury, Herefordshire. HR8 1AF
9.2	<u>223602</u>	Deadline for comments – 22.04.2023	Remove existing central bar and erect a new bar counter and back-fitting at rear of room. Form new window opening to serve courtyard. Refurbish toilets. Repairs to existing

		Target determination date: 26.04.2023	flooring and panelling. Lay new clay tile flooring. Re-position door and partition. Erect close boarded bin enclosure. Relocate water tank and 2m high fence enclosure. – The Talbot Inn, New Street, Ledbury, Herefordshire, HR8 2DX LISTED BUILDING CONSENT
9.3	<u>230491</u>	Deadline for comments: 13.04.2023 Target Determination date: 27.04.2023	Proposed additional of Ring Main Unit (RMU) and enclosure on the north elevation – Countryside Stores, Ledbury, Herefordshire, HR8 2JQ
9.4	<u>230543</u>	Deadline for Comments: 06.04.2023 Extension granted Target determination date: 14.04.2023	Demolition of existing garage and outbuilding and erection of replacement attached garage – Elmscroft, New Street, Ledbury, Herefordshire, HR8 2EE
9.5	<u>230582</u>	Deadline for comments: 15.04.2023 Target Determination date: 01.05.2023	Single storey front extension – Rosehannah, Little Marcle Road, Ledbury, Herefordshire, HR8 2DS
9.6	<u>230624</u>	Deadline for Comments: 29.04.2023 Target determination date: 08.05.2023	Internal finish fit out, external sign and rear mechanical vent installed to existing retained fabric – Wylde house, Ledbury, Herefordshire, HR8 2JE
9.7	<u>230652</u>	Deadline for comments: 16.04.2023 Target Determination date: 24.04.2023	of the late C19/early C20, 2 storey brick building for offices, staff facilities and two-bed apartment. Erection of mono- pitched, open-fronted canopy to link the proposed new storage building to the existing warehousing (the northern range) – Juggs Green Business Park, Staplow, Ledbury, Herefordshire, HR8 1NR
9.8	<u>230680</u>	Deadline for comments: 23.04.2023	Application for approval of reserved matters following outline approval of 212114 – one dwelling and associated

		Township	
		Target determination date: 26.04.2023	vehicular access – Parkway House, Little Woolpits Lane, Parkway, Herefordshire, HR8 2JG
9.9	<u>230688</u>	Deadline for comments: 29.04.2023 Target determination date: 11.05.2023	Proposed change of use from detached residential garage to commercial dog grooming salon with signage and mechanical vent added – Wylde House, Ledbury, Herefordshire, HR8 2JE
9.10	<u>230711</u>	Deadline for comments: 22.04.2023 Target determination date: 27.04.2023	Proposed extension to integral garage to rear of house, proposed independent hot tub enclosure in garden, widening of existing patio door and internal alterations to existing dwelling – Alvestone House, New Street, Ledbury, Herefordshire, HR8 2EE
9.11	<u>230712</u>	Deadline for comments: 22.04.2023 Target determination date: 27.04.2023	Proposed extension to integral garage to rear of house, proposed independent hot tub enclosure in garden, widening of existing patio door and internal alterations to existing dwelling – Alvestone House, New Street, Ledbury, Herefordshire, HR8 2EE – LISTED BUILDING CONSENT
9.12	<u>230754</u>	Deadline for comments: 22.04.2023 Target determination date: 12.05.2023	Proposed additional plant on north elevation – Countryside Stores, Ledbury, Herefordshire, HR8 2JQ

9. **Tabled Applications**

(If any)

(applications received after agenda despatch where deadline dates for comments are earlier than the next committee meeting)

10. **Planning Decisions** (5 minutes)

(Pages 4464 - 4470)

11. Ledbury Viaduct Site Development

(Pages 4471 – 4484)

- Report received from Bloor Developments i.
- ii. Response received from Bloor Developments in respect response received from Ledbury Town Council (To Follow)

12. Section 106 (Standing item)

(Pages 4485 - 4501)

Section 106 Portfolio of Works - Delivery Update to Parishes

13. Date of next meeting

To note that the date of the next meeting of the Planning, Economy & Tourism Committee is scheduled for 13 April 2023 at 7.00pm

Distribution: Full agenda to: - Committee Members (9)

Full agenda excluding confidential papers to: Councillor l'Anson (1) Press (2)

Agenda front pages to all non-committee members (7)

LEDBURY TOWN COUNCIL

MINUTES OF A MEETING OF AN PLANNING, ECONOMY & TOURISM COMMITTEE HELD ON 9 MARCH 2023

- PRESENT: Councillors Bannister, Bradford, Howells, Hughes, Morris (Chair), and Shields
- ALSO PRESENT: Angela Price Town Clerk Sophie Jarvis – Minute Taker
- P740. APOLOGIES FOR ABSENCE

Apologies were received from Councillors Manns and Sims.

P741. DECLARATIONS OF INTEREST AND WRITTEN REQUESTS FOR DISPENSATIONS

RESOLVED:

No declarations of interest were received.

P742. PUBLIC PARTICIPATION

RESOLVED:

No members of the public were present.

P743. TO APPROVE AND SIGN THE MINUTES OF THE PLANNING, ECONOMY & TOURISM COMMITTEE MEETING HELD ON 09 FEBRUARY 2023.

RESOLVED:

That the minutes of the Planning, Economy & Tourism Committee held on 9 February 2023 be approved and signed as a correct record.

P744. TO REVIEW THE ACTION SHEET

The Clerk gave the following updates on the outstanding actions on the action sheet.

P730(3) – That the litter picker volunteer be approached to see if they would be interested in helping with the market on Tuesday and Saturday.

The Clerk informed members that this had been completed and that the litter picker volunteer had said he would rather have for a full-time job than a part-time one. As a result of this outcome, they have been given a Town Maintenance job application form to complete and return.

P732 – That the decision on the tear off maps be delayed.

This action is no longer being pursued.

P736(2) – That the Clerk email Herefordshire Council planning department to query why planning application no. 223555 had been refused – Y Pass Fish & Chip Shop

The Clerk informed members that she had received a response from Herefordshire Council to say that this application had been refused because of the lack of information and paperwork.

Members agreed that they would like to show support by helping Y Pass Fish & Chip Shop with this application. Councillor Morris has already approached them once to help but will do so again to offer some more help.

RESOLVED:

That the contents of the action sheet be received and noted.

P745. OUTCOME OF ENQUIRY IN RELATION TO CHARTER MARKETS STATUS

Members stated that it was good to see a new fruit & vegetable trader at the Charter Market every Tuesday.

RESOLVED:

That the information received by NABMA noting that the Charter Market rights remain in the ownership of Ledbury Town Council until such time they decide to no longer hold this, was received and noted.

P746. PLANNING CONSULTATIONS

i. Planning Application No. 230319

Proposed detached garage/workshop in rear garden of semidetached dwelling – 5 Staplow Cottages, Staplow, Ledbury, Herefordshire, HR8 1NP

RESOLVED:

No objection.

ii. Planning Application No. 230401

T1 Leylandii Elwoodii, tree is brown on garden facing side due to lack of light in lower canopy, very close to garden wall and may cause issue in the near future – remove. T2 Golden conifer, tree takes up more garden than required, starting to cause damage to fence – remove. T3 Cherry tree, growing next to neighbours roof and trunk will be touching it in the next couple of years – remove – 2 Church Street, Ledbury, Herefordshire, HR8 1DH

RESOLVED:

No objection.

iii. Planning Application No. 230334

Proposed extension to an existing slurry store – Woodfield Farm, Ledbury, Herefordshire, HR8 2JB

RESOLVED:

No objection.

iv. Planning Application No. 230608

T1 Mixed hedge – remove Elder and trim hedge - Rose Cottage Belle Orchard Ledbury Herefordshire HR8 1DD

RESOLVED:

No objection.

v. Planning Application No. 223516

Application for Technical Details Consent for a development of 5 dwellings - Old Kennels Farm Bromyard Road Ledbury Herefordshire HR8 1LG

Members noted that the AONB had made no objections on this planning application. it was suggested that the NDP should be referenced in respect of particular policies that may relate to this application. Councillor Howells agreed that he would provide the Clerk with the Policy details for inclusion in a response in respect of the application. However, if this application meets the criteria laid out within the NDP document then there will be no objections.

RESOLVED:

- 1. That Councillor Howells will provide the relevant NDP Policies to the Clerk for use in responding to this application.
- 2. If the application meets the NDP Policies the Clerk is instructed to provide a response of no objection.
- vi. Planning Application No. 220783

Little Bush Pitch Traveller Site – retrospective permission – a decision has been made to refer this to the planning committee at Hereford Council. Members noted that there had been no changes to the proposal since the consultation. Notwithstanding the use of the building, concern was expressed that it was not in accord with the approved plan. Hereford Council Officers had confirmed that the dimensions of the building tally with approved elevations, though the footprint on the plan was wrong. Furthermore, concern was expressed that the previous permission remains extant and includes an occupancy condition for travellers. Part of the current proposal is to "give up" that permission.

Members noted that both Councillor Harvey and Councillor Howells had produced good reports as Ward Councillors on this planning application. Councillor Howells informed members that he would attend the next Hereford Planning meeting taking place on Wednesday, 15 March 2023 to voice the general opinion of this Council and mention points from both reports regarding this application. All members were in favour of this.

RESOLVED:

Objection on the grounds sited within the Ward Councillor repots

P747. TABLED APPLICATIONS

Planning Application No. 230543

4443

Demolition of existing garage and outbuilding and erection of replacement attached garage - Elmscroft New Street Ledbury Herefordshire HR8 2EE

RESOLVED:

Members requested an extension on this application due to it being received on the same day as the Planning meeting and therefore not been available to view on Herefordshire Council's website.

P748. PLANNING DECISIONS

RESOLVED:

That the planning decisions document be received and noted.

P749. MEETING WITH BLOOR DEVELOPMENTS

Members were informed that Councillor Howells and Hughes attended the meeting with Bloor Developments and Councillor Howells gave a verbal update on the outcomes of this meeting:

- Bloor Developments are ensuring that they are protecting the viaduct site, advising that proposed design enable the viaduct to be viewed from vantage points within this phase of the development
- This development will commence toward the end of 2023 date TBC.
- Benches will be put in place along the canal pathway.
- Drop kerbs will be implemented where possible.
- The houses will be in a position where major floodings should not affect them.
- Suitable trees and vegetation will be planted throughout the site.
- There will be a play area for residents and there will be a management plan to obtain this area.
- Bloor Developments had completed a major research project to try and match the architecture in Ledbury to these new builds as much as possible.

Members discussed having a bus service which could access this new housing site and believed that there should be sufficient bus bays and turning areas for buses to get through this site, should a bus contractor wish to provide a service. Members raised the content of a report that the Council had submitted to Hereford Council Planners in respect of bus infrastructure on this development. However, neither Bloor or Chloe Smart could recall having seen the report. It was agreed that the Clerk would forward this to both parties.

Members also suggested that the public need to be made aware of the canal that they are planning of putting in place and that they should be informed that it will be fully functional.

Members discussed that the security of the new footpaths and agreed that this should be investigated and checked with the safer neighbourhood team of West Mercia Police to establish whether the paths will be safe in the winter/dark. It was also requested that the lighting for these paths should be environmentally friendly to help reduce light pollution.

P750. KEEPING CONSISTENCY WHEN CONSIDERING PLANNING APPLICATIONS

RESOLVED:

To note that the Clerk has asked for this to be an item on the agenda at the next Town Clerk's meeting.

P751. PUBLIC PATH DIVERSION ORDER – FOOTPATH ZB1 (PART) LEDBURY

RESOLVED:

That the Public Path Diversion Order – Footpath ZB1 was received and noted.

P752. SECTION 106 (STANDING ITEM)

RESOLVED:

That the Section 106 item was received and noted.

P753. NEIGHBOURHOOD DEVELOPMENT PLAN (NDP)

RESOLVED:

That the Neighbourhood Development Plan update was received and noted.

P754. WITHDRAWAL OF LONDON TRAINS FROM HEREFORD

RESOLVED:

That the Clerk write a letter to Sir Bill Wiggin MP similar to those from Mr Davies and Colwall Parish Council to support the comments in which they have made regarding the withdrawal of London trains from Hereford.

P755. DATE OF NEXT MEETING

To note that the date of the next meeting of the Economy, Planning & Tourism Committee is scheduled for 13 April 2023.

P756. EXCLUSION OF PRESS AND PUBLIC

RESOLVED:

That in accordance with Section 12(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.

P757. POSSIBLE USE OF CATENARY WIRES IN HOMEND FOR ADVERTISING BANNERS

Members were advised that if they wanted to go ahead with purchasing banners for advertising in the Homend it would not be possible to fund this via The Great Places to Visit fund, due to timescales and funds. However, the Clerk advised that it may be possible to fund this from the Tourism budget line within the 2023/24 budget.

Members agreed that this style of banners may not be appropriate as stated by the Highways team at Herefordshire Council and that it would be a good idea to investigate banners that can be attached to lamp posts instead. It was stated that this option had been investigated previously with substantial research being undertaken. Members suggested that this information and proposal previously made should be located and brought back to the next meeting.

Members also suggested that 2 more prices from other companies should be received to stay in line with the usual procedure of receiving 3 quotes.

Councillor Bradford left the meeting at 8:13pm.

One member suggested that the Poetry Festival should be approached to see what company they have used to purchase their banners from in the past.

All members were in favour of these suggestions.

RESOLVED:

- 1. That the proposal made at a previous meeting about the use of advertising banners on lampposts be found and revisited at the next meeting.
- 2. That 2 more quotes be received for the possible use of catenary wires in Homend for advertising banners.

The meeting ended at 8:14pm.

Signed Dated (Chair)

4446

Dated

Economy, Planning & Tourism 09 March 2023 v3 F



WINUTE NO.	Action	To be	Date	Comments	Status
		Actioned bv	Actioned		
P744	That the litter picker volunteer be approached to	TC	15.03.2023	Tom declined the offer due	Completed
	see if they would be interested in helping with the			to concerns that it would	
	market on Tuesday and Saturday			affect his benefits.	
P746(v)	That Councillor Howells provide the relevant NDP	PH / TC		Awaiting information	Not actioned
	Policies to the Clerk for use in responding to				
	application no. 223516 - Application for Technical				
	Details Consent for a development of 5 dwellings - Old				
	Kennels Farm, Bromyard Road, Ledbury, Herefordshire,				
	HR8 1LG. If the application meets the NDP Policies the				
	Clerk is instructed to provide a response of no				
	objection.				
P754	That the Clerk write a letter to Sir Bill Wiggin MP	TC	13.03.2023	Letter sent	Completed
	similar to those from Mr Davies and Colwall Parish				
	Council to support the comments in which they have				
	made regarding the withdrawal of London trains from				
	Hereford				
P757	1. That the proposal made at a previous meeting about	TC	Future	Due to workload and priorities In progress	In progress
	the use of advertising banners on lampposts be found		meeting of	this has not been progressed	
	and revisited at the next Planning meeting		Committee		
	2. That 2 more quotes be received for the possible use				
	of catenary wires in Homend for advertising banners				

LEDBURY TOWN COUNCIL CHARTER MARKET STRATEGY

PHASE 1 - ANALYSIS OF CHANGING SCENARIO

A. National Context:

In December 2022, The National Association of British Markets (NABMA) published the findings of its latest, comprehensive National Survey of UK markets. It revealed that the industry faces major challenges in the years ahead. Whilst the overall number of markets (including outdoor street and indoor markets) has remained approximately the same (since these surveys began 15 years ago), the survey reveals some worrying trends:

- Stall occupancy has fallen from an average of 77% in 2018 to 72% in 2022
- Estimated number of market traders has declined:

2009	2018	2022
46,000	32,000	17,000

- Only 8% of **traders are aged under 40**, which would suggest that markets may have a problem in terms of occupancy in the coming years, as older & more experienced traders retire from the trade.
- Of great concern to many operators is the financial sustainability of their operations with only 40% of markets reporting a financial surplus, a significant decline since 2018. More markets are operating at a loss : 27% of markets reported a deficit a 6% increase on figures from 2017/2018.

The following data give an insight into the sector generally:





The current **average single stall market charges** are as follows (*current Ledbury Town Council charges are included for comparison*)

	Current	2017/2018	Ledbury
Outdoor Market	£22.97	£19.36	
Street Market	£32.62	£26.00	£18.50
Outdoor Covered Market	£15.95	£18.17	£22.00
Specialist Market	£33.60	Not Available	
Indoor Market	£125	£93.14	

N.B. The research identified many ways of assessing charges meaning that comparison was very difficult.

Only 13% of the Markets who took part in the survey record footfall. The 32 Markets that record footfall provide a combined total of 88.4 million annual visits. Ledbury, like many of the participating markets struggles to provide quantitative footfall data, relying on anecdotal evidence. Technological improvements, including those advocated as part of the Herefordshire BID project, might support better data provision in the future. The full details of the survey findings can be found here: <u>NABMA-Survey-2022.pdf</u> and Members are recommended to read the details further.

B. Local Context – 3 examples

The CDO undertook site visits to two markets - Abergavenny and Hellens – and had a telephone conversation with Leominster market.

Hellens Farmers' Market

Hellens, situated on the outskirts of Ledbury and near March Marcle, has proved an increasingly popular destination for those living locally seeking a discernible farmer's market experience. On the day, the CDO attended, visitors had travelled from far and wide, including Newent, Ledbury, Ross on Wye, the Cotswolds and south Shropshire. It offers a different experience to that of a market town street market and comparisons are therefore problematic. The high footfall (there was a queue for Peter Cooks' bread of 30 plus at 09:30am) reflects its growing popularity. This market is similar to Ledbury Country Market, held in the Burgage Hall on a Friday morning.

Abergavenny Market

The CDO visited this market on a Tuesday in November, on the recommendation of one of Ledbury's market-based traders. The market is split over 3 sites: 1 indoor market hall, and 2 outdoor areas. Outdoor trader attendance on the day was poor – bad weather had been predicted. It was notable that Tuesday was still market day in Abergavenny with many visitors coming in from outlying villages to do their shopping and banking. However indoor traders noted that this traditional approach to a market day is also on the decline and reflected in the changing nature of the use of town centre.

Leominster Market

Leominster Market, according to the contractor who is employed by Leominster Town Council, has proved very stable since its return to trading post pandemic. The 12 pitches situated in the Corn Square are regularly at capacity on its Friday weekday trading. The number of food-based producers has increased over the seven years that the contractor has been involved. This would mirror the Hellens experience. The contractor commented that it was the "social hub of Leominster" once a week, and an important element of the community work undertaken by Leominster Town Council. He also ran the community hall and was in attendance at the market every week. However, the future of Leominster Market is uncertain as the Corn Square site is about to undergo refurbishment works, which will see the market transfer to Broad Street. This offers the potential for increased pitches, but the change may result in reduced footfall, and less of a sense of local community gathering.

445C

C. Ledbury

Anecdotal evidence may give the impression that Ledbury Charter Market is struggling. The financial analysis suggests otherwise:

	Dec 2021	2021/2022	Year To Date
INCOME	£2246	£5150	£7084

There may be a number of contributing factors to this. Efficient invoicing, the success of two events (including the Christmas Lights Switch-on Market and late-night shopping), and new traders have all helped contribute. This is also a year that has not been affected by COVID restrictions, and members are asked to note that accurate comparative data with 2019 is not easily available. Regardless of this, Ledbury Charter Market is doing well financially and is already up by 40% on its targeted budget income. This is contrary to national trends.

However, there is still room for improvement. Ledbury is a fair-weather market. Its exposed location noticeably impacts on both trader attendance and footfall. This is particularly noticeable on a Tuesday market, where capacity has rarely been above 20% this year. The Tuesday Market has however proved a useful vehicle for promoting information to residents, including attendance from Herefordshire Council and West Midlands Police Commissioning Service.

Ledbury's Saturday Charter Market reflects a different trend, that of the growing popularity of the artisan trader. The concept of a 'craft market' has evolved over one Saturday each month, and targeted sales to traders has helped. There are further opportunities to develop this on Saturdays.

There has been fewer social media around the Charter Market this year, due to a number of issues. Those days when social posts have been either promoted individually or officially have been positive and served as useful reminder. A targeted marketing campaign with features in free of charge local publications, and a dedicated regularly updated area of the website might increase footfall, but members are invited to consider the return on investment as well as ongoing maintenance costs.

Since the summer, the market has been unmanned on a regular basis. This has impacted on some day-to-day operational occurrences, such as pitch allocation or busking interference. The CDO and the Clerk regularly attend the market as customers, as do some Councillors. Traders generally welcome this interaction and find it helpful. Operationally, the CDO and Administrator manage the day-to-day bookings. This working arrangement, with the CDO securing new traders and the Administrator developing relationships with regular traders is generally working. The booking system has been improved and there are further opportunities for more stream-lined processes, including ensuring all regulatory requirements are fulfilled.



The data graph below demonstrates the overall trend of booked pitches since July 2022:

Members should note that there are frequently last-minute cancellations, and a review of the Terms and Conditions as part of Strategy Phase 2: The Audit is recommended.

LEDBURY TOWN COUNCIL

PLANNING, ECONOMY & TOURISM COMMITTEE	13 APRIL 2023	AGENDA ITEM: 8

Report prepared by Julia Lawrence – Deputy Town Clerk

TOURIST INFORMATION CENTRE WITHIN THE COUNCIL OFFICES

Purpose of Report

The purpose of this report is to advise members of the Planning, Economy & Tourism Committee of correspondence received from companies who have expressed a wish to develop the existing reception area of Ledbury Town Council ("LTC") so that it is also fit for purpose as a Tourist Information Centre.

Detailed Information

Members of the Planning, Economy & Tourism Committee will note that back in the Autumn of 2022, the Tourist Information Centre, based in the Ice Bytes shop in The Homend closed its doors for the last time. In October 2022, Ledbury Town Council took on the running of a "Tourist Information Service" but appreciated that in order for a proper Tourist Information Centre to be run out of the offices of Ledbury Town Council, then the reception area needed to be adapted to accommodate this new facility.

Local architects were approached to invite them to provide some concept designs and ideas as to how LTC could improve the services from within the Council offices. Ideas could have included anything from removing the reception counter and replacing it with something else and allowing for up to two workstations, possibly moving the location of the photocopier and/or utilising space in the chimney breast.

Five companies were originally approached, being:

- Ian Stainburn (Caroe & Partners);
- Meraki Architecture;
- Derrick Whittaker Architects;
- Josh Thomas Design House;
- Montez Architecture Ltd.

However, only two companies, both being local, have presented LTC with their quotations.

Company 1

This company has been in business since June 2019 and is an architectural based practice that offers unique, bespoke design solutions for all aspects of architectural, interior and external landscape projects. Based in Herefordshire, they provide the

focus and relationship of a small architectural firm but with the experience and foresight to deliver on any scale.

Please find attached at Appendix 1 a copy of their fee proposal which amounts to £850.00 plus VAT. This company has advised that should LTC wish to carry out changes to the fabric and finishes of the building, with its listed status, then a Listed Building Consent application will need to be produced and submitted. Therefore, Members will note that their fee proposal makes reference to preparing the documents and drawings and completion of the necessary planning portal forms but excludes the application fee, online submission charge and the cost of an OS map which is required for the location plan.

This company is a member of the Chartered Institute of Architectural Technologists.

Members may question what Architectural Technology is. It is:

"Architectural Technology is a creative and innovative design discipline which integrates architecture, science, technology and engineering.

Architectural Technology influences the technological, environmental, social, economic, cultural and political issues in both the built and natural environment. It ensures a building or structure is fit for purpose and designed with inclusivity in mind so that the needs of the end users are met. The design solutions will incorporate and address health and safety, welfare and ethical issues as well as the social well-being of those using the building or space".

Members may also question what the difference is between a Chartered Architectural Technologist and an Architect? According to a definition on the website, it is as follows: "Architects are said to have a greater interest in the aesthetics, whereas Architectural Technologists often have more experience and training in the science and technology of buildings, such as how they are constructed".

Company 2

This company is a RIBA ("Royal Institute of British Architects") Chartered Architects Practice specialising in historic buildings, as well as a SPAB Supporter ("The Society for the Protection of Ancient Buildings") and members of the ARB ("Architects Registration Board"). With extensive knowledge and experience in providing bespoke solutions for alterations, extensions, and repairs of historic properties, including listed buildings, locally listed buildings, churches, and buildings within conservation areas, our team is well-equipped to handle a wide range of projects. Their expertise extends to modern buildings and developments in both urban and rural contexts.

In addition to their architectural services, they offer in-house heritage consultancy services, including Heritage Statements, Heritage Impact Assessments, and Building Recording. Their team of architects and heritage consultants have a deep understanding of the complexities involved in conserving and restoring historic buildings, as well as gaining the required permissions to carry out these works. They take pride in our ability to work with a wide range of buildings and to offer tailored solutions that meet the specific needs of our clients.

Please find attached at Appendix 2 a copy of their fee proposal. Whilst LTC had stated from the outset that concept designs and ideas were only required, this company felt that they were unable to quote fully without knowing what the Council's budget was and therefore their fee proposal does not include any costs relating to a possible planning application.

This fee quote, £1,625,00 (Stages 1 to 3) excludes costs to meet with the Architect and/or Interior Designer to develop the brief as noted under Stage 1. The costs for the Interior Designer are not included within this fee proposal although the hourly rate for the Interior Designer is £60.00 and nor has it been stipulated as to how many hours would be required at this stage.

It is important to note that Company 1 has supplied fees for the initial concept ideas only, as requested, whereas Company 2 has also included costs (Stages 4 to 6) to actually build the agreed end result following design and consultation with LTC. As a guide only, this Company believes that it may take up to 40 hours' worth of work for the Interior Designer to come up with the end result, which could equate to £2,400.

Recommendation

That Members of the Planning, Economy & Tourism Committee consider the proposals put forward by the two companies and confirm whether they wish to proceed with one of the companies, appreciating that LTC is only addressing the concept design and ideas at this stage.

Company 1	£850.00 + VAT	Includes any initial Planning Application preparatory works, if required
Company 2	£1,625.00 + VAT	Excludes meetings to develop brief and any Planning application preparatory works, if required

ITEM NO. 8 - APPENDIX 1

FEE PROPOSAL

 Date Issued:
 16th December 2022

 Fee Letter No:
 FP - E056 - 01

 Stage of works:
 Stage 1 - Listed Building Consent

 Issue Method:
 Email

 To:
 deputyclerk@ledburytowncouncil.gov.uk

Mrs Julia Lawrence

Town Council Offices Church Street Ledbury HR8 1DH

Dear Julia Re: Ledbury Town Council

Further to our discussions, I am writing as promised with a fee proposal for the architectural services in respect of a Listed Building Consent Application for the above project. I have broken down the service into a series of stages for your reference.

- SURVEY

Detailed and measured survey of the existing building which will form the basis for the modelled design.

- DESIGN

Analysis of the current existing conditions as well as the clients' needs and wants along with a review of the surrounding context and developing a design to reflect this.

- DRAFTING

Preparation of scheme drawings and information comprising of location plan, site plans, floor plan and detail section.

- SUPPORTING DOCUMENTS

Producing a Design & Access Statement and Heritage Statement to accompany the application drawings.

- SUBMISSION

Preparing the documents and drawings and completion of the necessary planning portal forms.

- CONSULTATION

Ongoing discussions and contact with the local planning authority to ensure the application transitions through the process as smooth as possible.

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TOTAL AMOUNT FOR THE ABOVE WORKS:

The above fee excludes the application fee, online submission charge and the cost of an OS Map which is required for the location plan. These costs can be paid for on your behalf and invoiced separately.

The above fee includes all reasonable expenses and a set of revisions per drawing / pack.

Electronic copies of the drawings in PDF and DWG formats would be freely available.

Our invoice for this amount will be broken down into a few stages with the final invoice issued upon submission of the application. Note: Invoice payments can only be accepted by bank transfer.

Any additional works requested would be subject to an agreed fee or our current hourly rate set at £50 / hour.

ITEM NO. 8 - APPENDIX 2



Ledbury Town Council

Site Address: Ledbury Town Council Ledbury HR8 1DH

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FEE PROPOSAL

INTRODUCTION

We are excited to offer our architectural services for the redesign of your tourist information preciation and understanding of historic buildings, particularly those with timber frames. As conservation architects, we are well-versed in the techniques required to preserve and protect centre. Our team consists of experienced and knowledgeable architects who have a deep ap historic structures

modern-day needs. We will provide full architectural services from concept design through to Our services include conducting a survey of the existing space and then coming up with a new design. We will work closely with an experienced interior designer and yourselves to create a design that is sympathetic to the historic character of the building while also meeting your completion, in line with RIBA stages, to ensure that your project is delivered on time and within budget.

tors, while the interior designer will bring their expertise in selecting finishes and furnishings to Our strengths lie in dealing with the structure and planning elements, and overseeing contract the project. We will work closely with you to ensure that the design is cohesive and functiona while also meeting your aesthetic requirements.

information is essential for you to make informed decisions about your project, and we will do orward them on to you as soon as possible once we receive them. We understand that this Please note that we are awaiting the interior designer's costs for their services, but we wil our utmost to provide you with a complete and accurate fee proposal as soon as possible.

4459

tors. Within this document, we have outlined the necessary steps we think are considered to progress your project. If you have any questions, please do not hesitate to get in touch with us. tional, aesthetically pleasing, and highly efficient space that will serve the needs of your visi We are confident that our team can help transform your tourist information centre into a func

Thank you for considering our proposal, and we look forward to the opportunity to work with you on this exciting project.

Members of the		Team who would be leading your project are:
set up th	set up the architectural practice of	joined
	in 2018. He trained	with a background in providing
as a mechanical en	as a mechanical engineer before studying ar	heritage advice to a range of client
chitecture.	chitecture. then specialised in the	ng historic churches. She has also w
recording, conserva	recording, conservation and repair of historic	arge-scale reinstatement projects
buildings, with a	buildings, with a specific interest in timber	buildings after fires and floods, man
framed structures.	framed structures. In 2019 he was awarded	project from start to finish.
the prestigious S.I	the prestigious S.P.A.B Lethaby Scholarship	wealth of success in compiling rep
and since then his	and since then his practice has continued to	statements about heritage assets to t
grow and works on	grow and works on buildings all over the UK.	

brings a

it heritage assets to the team.

ires and floods, managing the ess in compiling reports and

ound in providing specialist ches. She has also worked on statement projects on listed

to a range of clients, includ

in 2021

PRUJECI PORIFOLIO IS AVAILABLE ON REQUEST OR CHECK OUT

METHODOLOGY

I am proposing that we break each project down into several manageable phases, which reflect the process we would follow and is in line with the RIBA Plan of Work. We find this phased approach is invaluable when working alongside historic buildings as it provides a structured framework that enables us to meet your needs while ensuring the project's success. This method enables us to monitor progress, manage risks and control costs, while ensuring that the final result meets your expectations.

1 - Brief and Preparation

developing and understanding your brief as well as obtaining accurate information about the This first stage is crucial in laying the groundwork for the entire project. It primarily involves property as a baseline. This helps to identify key opportunities and constraints that may influence design solutions going torward. There are several key tasks to this stage.

portunities during our discussions. At the moment we know that you wish to accommodate a tions, and priorities in greater depth. By gaining insight into your ideas and preferences, we can Our initial step would involve scheduling an on-site meeting with you to develop your project site also allows us to gain a better understanding of the project's physical constraints and opphotocopier and two workstations but it would be beneficial to ensure that this has not altered. brief. This meeting provides us with an opportunity to understand your aims, objectives, aspirawork towards a common goal and ensure that we are all aligned in our approach. Meeting on

marking up repairs. Due to the age of the building, there is a potential for some isolated repairs heritage asset at this point in time, but also can be used as a basis for developing proposals and to be required, and with materials that are sympathetic to the timber frame and infill panels, During this stage we would also look at getting a clear understanding of the physical condition fected areas from which we can provide detailed plans. These are both a great record of the of the space. This would largely be through the undertaking of a measured survey of the af as well as the fireplace.

decisions and provide design solutions that are appropriate, effective, and sympathetic to the building's heritage significance. This is not a small stage, but done correctly, should provide you with a clear understanding of the space we have to work with and a good basis for any works By having a precise understanding of the buildings as they stand today, we can make informed going forward.

			 		tings from a quantity surveyor to make			 design is being executed according to the plans and specifications, and any necissary changes are made in a timely and efficient maner. Our primary responsibility during this stage is to expectations are met in terms of time and quality. As part of these works, we propose undertaking the tollowing: Prepare contract of comments for signature: Terebalish and track progress against a Construction Programme (according the tollowing): Prepare contractor simulants (a complexity of signature: Establish and track progress against a Construction Programme (according the tollowing): Establish and track progress against a Construction Programme (according the tontractor) insurances. Check progress against timetable: Check progress against the contractor is the onder acting out before works begin and hard value of the contractor of size to mode according timetable: Check progress against timetable: Saue certificates for payment Regular site visits to monitor works Saue certificates for payment Saue certificates for pay	 2 - Concept Design 2 - Concept Design concepts that respond to your brief, taking into account the constants and opportunities identified in the previous stage. We will produce sketch schemes constants and opportunities identified in the previous stage. We will produce sketch schemes constants and opportunities identified in the previous stage. We will produce sketch schemes constants and opportunities identified in the previous stage. We will produce sketch schemes constants and opportunities identified in the previous stage will also involve the interior design (deas to you, which we can discuss and anneu. This stage involve the interior design (deas to you, which we can discuss and anneu. This stage involves taking the concept designs from the previous stage and developing these time more detailed design. We will produce documentation to allow us to submit planning and listed building consent be required. The design will be adjusted to make sure that it reflexis your needby and solve budget and planning and building consent applications if relevant to the project. Not only do these include designs, but an understanding or repairs, site layouts, and necessary preclains the produce documentation the stage to statutory consultees during instage and the impacts the proposals to only not these include designs, but an understanding or repairs, site layouts, and necessary predictions the annotice documentation the state to statutory consultees during the stage, we will produce all the design information required to construct the project. This includes the produce and the project will be planning and listed building consent applications if relevant to the project. Not only do these include design, but an while heat the applications if relevant to the project. Not only do these include design, but an while heat the write heat the write the annotent and understanding or repairs. 4. Technical Design 5. Technical Design 6. Technical Design 7.
				 		tings from a quantity surveyor to make the previous stage and developing these ngs and visuals to help communicate the ders, including the local authority should be adjusted to make sure that it reflects Iding regulations constraints. a allow us to submit planning and listed t. Not only do these include designs, but	A A A A A A A A A A A A A A A A A A A	We also can fulfil the role of CDM Principal Designer which involves making sure that the Health & Safety requirements under the Construction Design and Management Regulations 2015 are accommodated with the project. Under the CDM Regulations, as a client, you have a duty of responsibility to make sure that the works are being undertaken safely. We would check that contractors provide method statements and risk assessments to minimise risk, oversee the	of repairs, site revous, any necessory of sevenation of the build tted is the Heritage Statement, which assesses the significance of the build ects the proposals may have on the historic built environment. We find that a concise documentation helps to demonstrate our thought-process and fully s decision making process, giving confidence to statutory consultees during ss.

LEDBURY TOWN COUNCIL

FEE PROPOSAL

FEE PROPOSAL

LEDBURY TOWN COUNCIL

FEE PROPOSAL

At present, it is difficult to ascertain the scale of the project without an idea of your budget to undertake the transformation of the space. For example, the cost of bespoke furniture items and their construction involves much greater input from ourselves. Our present brief does not suggest for the requirement for planning applications and therefore this has not been included, should this change we would be happy to provide an updated cost. Please see below our fixed fees for Stages 1 to 3, as well as our percentage fee for Stages 4 to 6. Please note that the following costs do not including the interior designer's fees.

01	STAGE 1	BRIEF AND PREPARATION		
	Measured survey of th floorplans, internal ele	Measured survey of the affected space, including production of floorplans, internal elevations and front elevation.		£650.00
	Timber frame survey o	 Timber frame survey of affected areas to note condition. 		£375.00
1.5	Meeting to develop brief	ef		Hourly
			Total £	£1,025.00
U V	STAGE 2	CONCEPT DESIGN		

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		Total	£300.00
STAGE 3	DEVELOPED DESIGN		
Decorative works are ning, therefore allow	Decorative works are not considered at this point to require plan- ning, therefore allow cost for finalisation of concept design.		£250.00

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STAGE 4 to 6	PERCENTAGE FEE	
Percentage fee based on final contract value	n final contract value	12%
CDM Principal Designer role	role	1%

All costs are exclusive of VAT.

£1,300.



*

£300.00

Mostly provided by interior design, but allowance of time for pro-

lerms & congitions	
GENERAL TERMS	separately. Should the client act as the contractor, or supply any material or labour, the percentage tees should be based on the Architect's (or where appointed the Quantity Surveyor's) estimate of the total construction cosl
GENERAL - He terms of engagement shall generally be in accordance with the Roys nstitute of British Architects (RIBA) Standard Form of Agreement for the Appointment of Architect are an RIBA Chartered Practice with being registered with the ARE	of the works as it must not contain circumstances the agreed fee may need to be adjusted, including for allowance ADJUSTMENTS TO FEE - In certain circumstances the agreed fee may need to be adjusted, including for allowance for any loss and expense should changes are made to any or all of the following:
SCDPE OF WORK - The scope of work to be carried out by our business is applicable to RIBA Stages of Work, of by the criteria outlined in the individual scope of works/project brief agreed with the client. These conditions form part of the Fee Proposal. The approval of planning and LBC permissions is not dependant upon fee. Fee is to be paid regardiess of planning approval of nc	 Alterations to the agreed scope of work of briet. Changes to the approved estimate of the cost of building work Changes to the project time line (i.e. bringing work forward/putting on hold) Changes to the agreed services as stated in the agreement Should a project run over a period greater than 12 months, lump sums, time charges, printing and shall be re
CHANCES - f the scope of the project changes, or if significant alterations be made, for whatever reason, add tional charges may occu!	viewed and will be charged at the company's standard rate at the time or the involce ADDITIONAL WORK - Additional tees may be due if
TERMINATION Either party may terminate this agreement at any time by giving not less than 14 days written notice to the other party. Should the appointment be terminated for any reason, tees will be due in proportion to the amount or work completed or in progress up to the date of termination	 The cost of any work or equipment for which the Architect requires to perform services not holided in the cost of building work b. The Architect is required to vary any analyming or item of work commenced or completed or to provide a
A 'cooling off period' of 14 days will be in effect from the confirmation of this proposal, allowing the termination of the commission but within the conditions of the following termination clause. If you would like works to corrience of the day period, a letter waving your cooling off rights much be received by	 new design arter the client has authorized at leptowed design. Performance of the services is delayed or disrupted outside the Architect's reasonable control Revision of any reports, diversings, specifications or other documentation due to changes in planning nterpretation, naccument or revision of laws, statutory or other regulations. Consideration of notices, applications or claims by the contractor under a building contract Any event beyond the Architect's reasonable control Any event beyond the Architect's reasonable control
n the event of termination, the Client will only be liable to pay the Consultant such outstanding sums as may be due for the services that have been performed in accordance with this Agreement. In any case of termination, the Consultant shall return to the Client all documents and other information issued by the Client to the Consultant INSURANCE Ltd maintain PI insurance to the value of £2,000,000 and public liability to the sum of £5,000,000 see limitation of liability opposite	Additional rees shall be calculated on a time basis in accordance with Hourly kates. • will in rorm the Client on becoming aware or any additional work. • will solve the Client on becoming aware or any additional work. • Note the client on becoming aware or any additional work work acceleviance or tenders for work in connection with the project, but no tender is made or accepted. • Shall be entitled to the solve to an including RIBA work stage 4 (40% of tee) applied to the construction cost or part shall be entitled to the solve to an including RIBA work how
STANDARD FEES HOURLY KAILS - tourly rates are to be charged at £7500 per hour for Principal Architect, £60.00 per hour for	EXPENSES AND DISBURSEMENTS
Heritage Consultant and £30.00 per hour for Architectural lecrinician SITE VISITS Dh-site and travelling time is chargeable at the above rate. VAT - Fees stated are exclusive of VAT. VAT will be payable at the time of involcing	EXPENSES - Out of pocket expenses are charged in addition to fees and can be itemised, if this is requested il exvenses include the costs directly associated with the project of the following items: printing, pho tocopying, mounting, binding and photography, Ordnance Survey plans, search fees, publications, courlers and non-routine telephone and postage, travel - tares, car hire, taxis, car mileage (at 45p/mile), subsistence and hotels
 PERCENTAGE FEE - May be applied either as A percentage applied to the final cost of the building work (contract sum,	DISBURSEMENTS - The following charges are normally paid direct by the client. "Dther consultant' fees and expenses, planning, building Regulations and any other local Authority charges, work carried out by: Land Surveyors, Iree surgeons, soil and other investigative contractors and laboratories, Photographers, Perspective arl sts. Model makers or other specialists. If a payment is made on behall or the client, it will be subject to a 20% administrative charge
The Final Cost is the actual total cost of the works as executed by the contractor, including any works carried ou by sub-contractors, crattsmen or other conservators on the issue or the final certificate	

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Percentage fees shall be recalculated on the actual total cost including any items of work certified or paid for

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FEE PROPOSAL

LEDBURY TOWN COUNCIL

FEE PROPOSAL

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	TERMS OF PAYMENT	
C. Juilt I are to und are to moly indicate critic o samety nave a NULE	PAYMENT • Payment is due within 14 days of the date of invoice. If an invoice is not settled within 14 days of the date of issue, the right is reserved to:	b. Except for breaches of confidentiaity, nether party will be liable to the other party for any special, indirect, consequential or incidental darmages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the pos sibility of such damages.
	e. unarge monuny interest on the unpaid amount on the bank base lending rate b. Cease work on the project and withhold documents c. lake whatever legal remedy exists in order to obtain paymer	 and it's agents, advisors, employees, members, officers, directors, and partners accepts no liability for the puilt product, nor the service provided by third parties involved in the building of it. It is the Client's responsibility.
	f you consider the fees that we have invoiced are not in accordance with the agreement, you may within a period of 14 days from the date of the invoice, complain in writing to us. If you do not make such a complaint within 14 days of the invoice, the rights specified in section above will apply	to undertake direct employment of third parties. All contracts with the contractor are strictly between the client and the contractor. Merely acts to represent the client's best interests, and any recommendations provided are to be considered as advice only, with the final decision and liability resting with the client and the contractor nvolved
	COPYRIGHT	d. It is the responsibility of the building contractor/builder/tradesman employed by the client to provide service. elated to the building of the physical built product, to: (i) adjust the designs drafted by to adhere to site spe- crific constraints; (ii) to ensure the built product and the methods used in building conform to current health and server and building regulations; (iii) to ensure the appropriate materials and work methods are used; (iv) to account server.
<i>NOTE</i> These appointment conditions are governed by English Law, unless specification	The Architect shall own the copyright of any drawings and documents produced in carrying out Services and ger - erally asserts the Architects moral rights to be identified as the author of such work. No neven or work necess	rur uwner's revisions and preferences; (v) to pursue certified structural guidance wherever necessary; and (vi) to have appropriate insurance in place prior to starting work on the project
	by the architect may be registered by the client without the full written consent of the architect	NOTE These appointment conditions are governed by English Law, unless specifically varied in writing.
and the client shall your ensonable access to the <i>Project</i> through the vestate and social media, and the client shall your ensonable access to the <i>Project</i> through the vestate and social media, and siste passes and in the respect for two years after practical completion, should that be associated and in any works executed from those documents and drawings prepared by the practice and in any works executed from those documents remains property of the consultant, unues otherwise agreed in writing.	Providing that all fees and/or other amounts paid up to date, the Client shall have a licence to copy and use the drawings and documents but only for purposes related to construction of the Project or as they were intendec. The information may not be used for reproduction of the design for any part of any extension of the Project or any other project. purpose for which they were prepared or it the material is modified other than by or with consent of the Architect.	Version: September 2022
• will issue all drawings in DPF or PMG format, raw data such as CAD files will not be issued un ess specified in this tee agreement. The copyright in all designs, and all documents and drawings prepared by this precare and in any works executed from those documents remains property or the consultant, unless otherwise agreed in wruting. agreed in wruting. and it's agreement, unless otherwise agreed in wruting. ADDITIONAL TERMS and it's agents, advisors, employees, members, officers and part the consultant, unless otherwise documents remains property or the consultant, unless otherwise documents remains property and it's agents, advisors, employees, members, othicers and partners will not be lable for breach-oriented by the commissioning party that the could not reasonably have foreseen on entry into this agreement - including net unstrains, provement agreement - including net unstrains, provement agreement - including net unstrains, provement agreement - including party that the reaction agreement - including party that the reaction or networks narware or regulations, transportation stoppages or stowards or regulations.	shall have right to publish photographs of the Project through the website and social media, and the Client shall give reasonable access to the Project for two years after practical completion. Should this be an issue please notify in writing	
ADDITIONAL TERMS and its agents, advisors, employees, members, othicers and partures will not be liable for breach-of-contract damages suffered by the commissioning party that references or speculative, or that could not reasonaby have toresen on entry into this agreement - including natures caractorpnes, governmental acts or omissions, jaws or regulations, tarrorsmi, labour strikes or difficulties communications systems preakcowns, hardware or software failures, transportation stoppages or slowdowns o the natures is transportation stoppages or slowdowns of the natures is transportation stoppages or slowdowns or transmissions, target to the store and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and the natures is transportation stoppages or slowdowns or transmissions and	 will issue all drawings in PDF or PNC format, raw data such as CAD files will not be issued ur ess specified in the tee agreement. The copyright in all designs, and all documents and drawings prepared by this practice and in any works executed from those documents remains property of the consultant, unless otherwise agreed in writing 	
<i>ImiTaTION OF LIABILITY</i> and it's agents, advisors, employees, members, officers directors, and partners will not be liable for breach-of-contract damages suffered by the commissioning party that re tremote or spectuative, or that could not reasonably have toreseen on entry into this agreement - including natural catastophes, governmental acts or omissions, laws or regulations, transportation stoppages or slowdowns o the analysis transportation stoppages or slowdowns o the natural section setting to procure sublist or material.	ADDITIONAL TERMS	
	Imitation of LIABILITY and it's agents, advisors, employees, members, officers directors, and partnerswill not be liable for breach-ot-contract damages suffered by the commissioning party that re remote or speculative, or that could not reasonably have present on entry into this agreement - including natural extertophes, governmental acts or omissions, laws or regulations, terronism, labour strikes or difficuties communications systems breakdowns, narrowere or sortware railures, transportation stoppages or slowdowns o the inability to procure subplies or materials.	

ADDITIONAL TERMS

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LIMITATION OF LIABILITY

communications systems preakdor the inability to procure supplies or

a. In any action or proceedings brought against .under or in connection with the Agreement whether in con .ract, negligence, tort or howsoever, maximum liability under this agreement will not exceed the amount of rees paid by the commissioning party to under this agreement of appointment

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LEDBURY TOWN COUNCIL

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LEDBURY TOWN COUNCIL

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	Officer		
LTC MEETING DATE 11 July 2018			
move T1 Cherry and works to T2 Variegated he crown at Bowling Green Cottage, The HR8 2HD – works to trees in a conservation	УО	No objection	No Decision
Proposed change of use of land and laundry/washroom to a bungalow (Retrospective) and for a new day/laundry room for existing traveller site – Little Bush Pitch, Bush Pitch, Ledbury, Herefordshire, HR82PX	TM	Deferred back to committee	No decision
Proposed change of use of land and laundry/washroom to a bungalow (Retrospective) and for a new day/laundry room for existing traveller site - Little Bush Pitch, Bush Pitch, Ledbury Herefordshire, HR8 2PX	T	Defer until further information received from Ward Councillors and Planners – extension requested.	No decision
			,
Proposed changes of use of land and laundry/washroom to a bungalow (Retrospective) and for a new day/laundry room for existing traveller site – Little Bush Pitch, Bush Pitch, Ledbury, Herefordshire, HR8 2PX	μ	Deferred to next meeting (Councillor Howells to provide verbal update on meeting with PO's)	No decision

LTC MEET	LICIMEETING 8 SEPTEMBER 2022			
220783	Proposed change of use of land and laundry/washroom to a bungalow (Retrospective) and for a new day/laundry room for existing traveller site – Little Bush Pitch, Bush Pitch, Ledbury, Herefordshire, HR8 2PX	Ш	That Ledbury Town Council defer making a comment until such time confirmation of the referral has been received	No decision
LTC MEET	LTC MEETING 13 OCTOBER 2022			
<u>223103</u>	Erection of single storey extension with partial demolition to healthcare facility – Rose Cottage, Belle Orchard, Ledbury, Herefordshire, HR8 1DD	NW	No objection	Approved with Conditions
222107	Approval of reserved matters relating to layout, scale, external appearance and landscaping (pursuant to outline planning permission appeal ref. APP/W1850/W20/3244410 and LPA ref. 171532) for 230 dwellings with associated drainage, highway infrastructure (internal roads, footways, footpath/cycleway and spine road) and play area (Phase 1) - Land North of Viaduct Adjoining Orchard Business Park Ledbury Herefordshire	S	That Councillor Howells provide a draft response to all committee members, via email, by the end of business Monday, 17 October and that committee members provided any feedback to the draft by no later than the close of business on Wednesday, 19 October, and the final draft be provided to the Clerk by the end of business Thursday, 20 October to allow the Clerk to provide the response to Planning Officers before going on	No decision
on 21		ers discussed In Inning application / felt it would felt it would for the green which is noted in gibbourhood pment Plan It was discussed member of the fittee should the including the ng issues which is noted in the height of the building The height of the building The ecological value of the land Potential traffic issues NDP	s Approved with Conditions	
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annual leave on 21 October 2022.		Members discussed possible issue4s with this planning application as they felt it would intrude on the green space which is noted in the Neighbourhood Development Plan (NDP). It was discussed that a member of the Committee should produce a draft planning-based report on this including the following issues which were raised: 1. The height of the building 2. The ecological value of the land 3. Potential traffic issues 4. NDP	No objections	
		S	NM	
	LTC MEETING 10 NOVEMBER 2022	Proposed demolition of existing buildings on site and erection of Retirement Living apartments with associated access, car parking, landscaping, ancillary facilities, and associated works – Building and curtilage of Greenacres bungalow and land to the rear of The Knapp and Westmead, The Homend, Ledbury, Herefordshire	Proposed two and single storey extensions, replacement garage and new prefabricated garden office to exiting detached dwelling – Woodlands, Little Marcle, Ledbury, Herefordshire, HR8 2LD	
	LTC MEET	223248	223347	

LTC MEET	LTC MEETING 8 DECEMBER 2022			
223313	nd external works. To include dismantling chimney ean-to garden shed/workshop, repair works to gable gate and strengthening of roof beam – The Ark , Ledbury, Herefordshire, HR8 2BG	NW	No objections	Approved with Conditions
LTC MEET	LTC MEETING 12 January 2023			
<u>223476</u>	tal barn to single dwelling – Portal Barn, Upper dbury, Herefordshire, HR8 1JF	NN	No objections	No decision
223742	main entrance door – Road, Ledbury,	KR	No objections	No decision
223855	alteration to include alterations to bod burner and flue and internal House, Underdown, Ledbury,	NM	No objections	No decision
223856		NM	No objections	No decision
223921	1 mar 1	田	Object on the grounds that this application will result in the over development within a conservation area.	No decision
223968	Proposed extension to integral garage to rear of house, proposed k independent hot tub enclosure in garden, widening of exiting patio door and internal alterations to existing dwellings – Alvestone House, New Street, Ledbury, Herefordshire, HR8 2EE	ХХ	No objections	No decision

	to rear of house, proposed independent hot tub enclosure in garden, widening of exiting patio door and internal alterations to existing dwellings – Alvestone House, New Street, Ledbury Herefordshire,			
223996	Proposed floor extension and porch with internal alterations – 15 Martins Way Ledbury, Herefordshire, HR8 2XW	KR	No objections	No decision
224095	y approx. 50%. T2 dismantle both tree 3 Common Ash x2 ar ground level as ing towards house) nd level as possible. nake room for crane Eastnor, Ledbury ,	Х О	No objections	Trees covered by TPO – Consent Granted
224127	de extension – Ivory House, 51 Hallwood shire, HR8 2FY	KR	No objections	Approved with Conditions
NEETIN	LTC MEETING 9 February 2023			
230172	nsent – Proposed change of use from ground floor ained two bed apartment – Lanark House, 17 New lerefordshire, HR8 2DX	EB	No objections	No decision
222107	to layout, scale, external outline planning permission LPA ref. 171532 for 230 astructure (internal roads, d) and play area (Phase 1) Orchard Business Park,	S	Object on grounds outlined by Herefordshire Council and many other organisations.	No decision

No decision		Approved with Conditions	No decision		Approved with Conditions	Withdrawn	No decision
No objections		No objection	No objection		No objection	No objection	Cllr Howells will provide the relevant NDP Policies to the Clerk for use in responding to this application. If the application meets the NDP Policies, the Clerk is instructed to provide a response of no objection.
5		韶	ОК		EB	No	8
Proposed variation of condition 2 of planning application 200066 (Demolition of retail building (A1) and erection of production building (B2)) – additional HGV yard, 1 loading bay to be added 3 loading bays to be removed and parking spaces to be consolidated to the south of the extension - Countrywide Stores Dymock Road Ledbury Herefordshire HR8 2JQ	LTC MEETING 9 March 2023	Proposed detached garage/workshop in rear garden of semi-detached dwelling - 5 Staplow Cottages, Staplow, Ledbury, Herefordshire, HR8 1NP	T1- Leylandii Elwoodii, tree is brown on garden facing side due to lack of light in lower canopy, very close to garden wall and may cause issue in the near future- remove. T2- Golden conifer, tree takes up more	garden than required, starting to cause damage to fence -remove T3- cherry tree, growing next to neighbours roof and trunk will be touching it in the next couple of years- remove - 2 Church Street Ledbury Herefordshire HR8 1DH	Proposed extension to an existing slurry store - Woodfield Farm Ledbury Herefordshire HR8 2JB	T1: Mixed hedge - remove Elder and trim hedge - Rose Cottage Belle Orchard Ledbury Herefordshire HR8 1DD	Application for Technical Details Consent for a development of 5 dwellings - Old Kennels Farm Bromyard Road Ledbury Herefordshire HR8 1LG
230103	LTC MEET	230319	230401	-	230334	230608	223516

No decision	No decision
Objections on the grounds sited within the Ward Councillor reports.	Members requested an extension on this application due to it being received on the same day as the Planning meeting and therefore not been available to view on Herefordshire Council's website.
F Z	Х Х
Little Bush Pitch Traveller Site – retrospective permission – a decision has been made to refer this to the planning committee at Hereford Council. Members noted that there had been no changes to the proposal since the consultation. Notwithstanding the use of the building, concern was expressed that it was not in accord with the approved plan. Hereford Council Officers had confirmed that the dimensions of the building tally with approved elevations, though the footprint on the plan was wrong. Furthermore, concern was expressed that the previous permission remains extant and includes an occupancy condition for travellers. Part of the current proposal is to "give up" that permission - Little Bush Pitch Bush Pitch Ledbury Herefordshire HR8 2PX	Demolition of existing garage and outbuilding and erection of replacement attached garage - Elmscroft New Street Ledbury Herefordshire HR8 2EE
220783	230543

LAND NORTH OF LEDBURY VIADUCT

Architectural Identity Study | February 2023

BLOOR HOMES' WILLMORE

Introduction

The following report is an Architectural Identity Study based on the building design principles found in the National Model Design Code June 2021 including:

- Thresholds and Boundaries
- » Roofscapes
- Windows
- » Composition and Variation
- » Materials and Detailing

The study includes photographic material gathered from various residential parts of Ledbury including those close to the site as shown on the plan opposite.

This report should be read in conjunction with the Design Compliance Report in support of the Phase 1 Reserved Matters Application.

This document aims to summarise common architectural language that exists within Ledbury and which is then considered and reflected within the Phase 1 RM. We believe our RM proposals reflect much of the local architectural style, detailing and materials within Ledbury and therefore our proposals will fit sensitively into the future growth of the town.

> Red line - Reserved Matter Application Blue line - Outline Planning Application

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Proposed Elevation







Proposed Elevation



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Proposed Elevation

Window head details are common including voussoirs, lintels and arches - stone, brick or painted



Buildings generally well balanced in the position of and form of doors, windows and roof details









Proposed Elevation

Materials and Detailing

The use of colour, quality materials and detailing contributes significantly to the sense of character. Ledbury is unitly characterised by:

- Stretches of red brick buildings with chalk or off white render in various shades
- » Occasional use of stone

- Half render buildings are also visible in some residential areas.
- In terms of roofing material grey, red and brown tiles are mainly used.
- There is a high degree of sash timber window preservation although modern casement window replacements are
- common along with glass pane subdivisions to emulate more traditional styles.
- Door materials vary but a consistent feature includes multicoloured doors in deep and pastel shades.



Use of stone with contrasting quoins



Rounded or Flat Top Door Hoods









Red Brick Protruding String Course



Stone or Brick Window Head



Simple Stone Lenuils



White Casement Windows

· . · ·



Timber Sash Windows



Solid or Glazed Panel Doors in Various Colours



Red Brick & Off-White Half Render



Red/Brown Roof Tiles



3 storey building. Use of Off White Render





Introduction & Handover

- Presentation Andrew Houston (Programme Manager)
- · Aims: Provide an update the S106 Programme and overview of next stages of delivery
 - AOB / Q&A

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Andrew Houston Programme Manager Programme Management Office Tel: 01432 383428 Mob: 07894718264

Email: Andrew.Houston@herefordshire.gov.uk

Corporate Services Plough Lane Hereford HR4 0LE

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mechanisms for S106.

- The facilitated workshop aimed to clearly define and agree relevant end to end processes and delivery

Internal Workshop – held on 02nd February 2023

Overall aims & objectives

S106 – Reset & Process Agreement

- Discuss challenges and future planning
 - Planning Transformation
- Governance and Management



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S106 – Process Changes

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Project Request Form (PRF)

Final

Step 3 – Commissioning

Responsibility to manage and deliver project and provide



insert working name of project **Project Name**

St. P. R. F. D. P. CONTROL OF	
Project Code	S106 PMO to advise
Author	Name of author
Senior Responsible Officer (SRO)	
Date	

Version Control

Version	Date	Summary of Change	Author	
1.1		First issue		
12				

Distribution

This document has been distributed to

Key Service Area formally Service Area

requests project to be delivered

stakeholder engagement S106 Delivery

The Project Request Form (PRF) is the first document required to initiate a new project. The project request form is a pre-project document: it encapsulates the concept, ideas and basic information that is available at a point in time.

All italic text can be removed prior to submitting for review.

Delivery Process - In Practice

Stage 0 Commissioning	Stage 1 Options & Feasibility	Stage 2 Planning & Design	Stage 3 Delivery	Stage 4 Handover & Closure
Project Request Form received from Directorate	Initial Engagement with client	Project Design	Pre-Start Meeting	Budget spent (ZERO confirmation)
Project Details added to Master Spreadsheet	Site Visit (as required)	Procurement Exercise & Tender Report with Update Delivery Dates / Verto available budget analysed	Update Delivery Dates / Verto	Update Verto / Programme
Project allocated Project Number (HC-S106- Completion of Outline Project Brief XXX)	Completion of Outline Project Brief	Check Compliance with CPR	On-Site Risk Assessment - Contractor	Upload final O&M / Relevant Documents
Project added to S106 Delivery Spreadsheet Planning Permission / Statutory Approvals Required?	Planning Permission / Statutory Approvals Required?	Operational Request of Officer Decision (ROOD) completion. Approval required by Section 151 Officer	On-Site Risk Assessment - HC	PMO Comms Completion
Project Set up on Verto or added to existing Sign off Consultation with Ward / Parish, Programme	Sign off Consultation with Ward / Parish / Organisation / Client	Issue to Programme Coordinator for Approval Process	RAMS Request	Comms issued to Programme Manager
Notify Delivery Team via Delivery Team Meeting	Programme Plan added to Verto	Add to RoOD Tracker and upload documents Update Verto Programme to Verto	Update Verto Programme	Project moved to Delivered tab
	Other Verto Updates / Document Storage	Client notified of approval	Add Associated Documents	Project Review with Delivery Meeting
		Publication	Site Visits - Delivery Management	
			Arrange staged payments	
		1.01	Stakeholder Engagement	

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Cabinet Approval – Governance Changes

- Cabinet Report S106 Delivery Proposals.
- Approved on 02nd March 2023.
- The purpose of which is to have one set commissioning and delivery processes under the same governance. •
- The report also recommended that all operational decisions now fall within the thresholds and conventions set out in the constitution. •
- No Record of Officer Decision required <£50k
- Auditable process via service to be maintained
- Improving efficiency and speed of project development

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S106 – Changes to Stakeholder Engagement

Video Support Link:

S106 Contributions Search Facility Overview

- S106 Planning Obligations Page Link:
- Section 106 planning obligations Herefordshire Council 4492

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- New Landing Page
- Introduction of Granicus Platform
- Drop in Sessions 01st March 2023

S106 Delivery Updates – Overview

- 69 Projects Commissioned
- Highways & Transport 19 Projects £1.34m
- Education 26 Projects £1.37m •
- Offsite Play & Open Space 9 Projects £187k
- ト・Sports 6 Projects £169k ト・Total Value in Delivery: **£3.06m**

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S106 Delivery Updates - BBLP

Project	Ward	Parish
Baron's Cross - Proposed Zebra Crossing on Monkland Road (A44) south of Barons' Cross Road	Leominster South	Leominster
Bromyard – Bus Stop Improvement Scheme	Bromyard West	Bromyard and Winslow
Bodenham - Footpath Scheme	Hampton	Bodenham
Burghill – Bus Shelter and Speed Limit TRO	Queenswood	Burghill
Canon Pyon - Crossing and Footway Works	Weobley	Canon Pyon
Holmer and Shelwick (Munstone Road, Coldwells Road, Shelwick Lane, Church Road, Lyde Cross) - Traffic Calming	Holmer	Holmer and Shelwick
Holmer and Shelwick Attwood Lane - Pedestrian Improvements (Subject to Consultation)	Holmer	Holmer and Shelwick
Holmer and Shelwick Church Way and Attwood Lane - Junction Improvements (Subject to Consultation)	Holmer	Holmer and Shelwick
Kington - Zebra Crossing Kingstone - Village Improvements: footpath, crossings, etc.	Kington Wormside	Kington Kingstone
Leominster, Barons Cross - Controlled Crossing	Leominster West	Leominster
Little Dewchurch - Traffic Calming (Subject to scheme Changes and funding)	Dindor Hill	Little Dewchurch
Stoke Lacy – Traffic Calming Measures	Three Crosses	Stoke Lacy
Weobley - Highway Improvements, footway and parking	Weobley	Weobley
Withington - Highway Various Footway Improvements and crossing.	Hagley	Withington

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S106 Contribution – Bus Stops

- S106 Contributions agreed in principle
- Utilises fund allocated to bus stops only
- Project Run by Paul Williamson Senior Public Transport Officer

Bus Stop Name

Leasown Hereford Rail Station stand 3 Holmer Vets Kingstone, Surgery Red Barn Drive St Andrew's Church Starting Gate Starting Gate Westfields Shops



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Projects not delivered will be added to S106 delivery programmes for expedited delivery.	•
 The Section 106 agreement may also specify the time period within which the Section 106 monies must be spent by the Local Authority. If this time period expires the Local Authority may be required to return any unspent or uncommitted parts of the Section 106 monies in whole or part to the developer. Monies will be retained for delivery rather than returning to developers 	F 0 0 2
Section 106 agreements are legally binding obligations between Herefordshire Council as the local planning authority and developers under S106 of Town and Country Planning Act 1990. The purpose of Section 106 Agreements is to make acceptable development which would otherwise be unacceptable in planning terms.	ະ − ອເບ

S106 – Time Periods

4498

Successes so far?

- Stakeholder Engagement Improvements
- Expired S106 to be utilised
- New processes and collaborative approach
- Library & Sensory Room Installation at St Peters Primary School, Bromyard Practical Completion (£109,817.84)
- Holmer CE Academy First Floor Extension to the Williams Building On-site with completion due 30th June 2023 (£705,420.15)
- Commitment to outdoor canopy projects at Kingsland CE Primary School (£26,275) and Whitecross High School (£10,899.51)
- Tarrington Speed Indicator Devices contribution (£3,937.42) Project complete and paid
- Hereford Leisure Centre Off road skills area and enhancement of learn to ride area Commitment of £50,000
- Weobley Parish Phase 2 drainage Nearing commissioning



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What is next for S106?

- BBLP Tranche 1 Programme
- 27th March 2023 Tranche 1 commissioning meeting
- Programme Information for Education, Off-Site Play & Open Space & Sports
 - New Website to convey project updates
- Drop in Sessions
- Development of process information

- SEN / Youth Programme Development
- Continued focus on project delivery in a prioritised format.

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Andrew Houston

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