

**MINUTES OF A MEETING OF KINVER PARISH COUNCIL HELD ON WEDNESDAY 4TH
JANUARY 2017 AT THE COUNCIL OFFICES AT 95 HIGH STREET, KINVER**

PRESENT: Councillor H Williams (Chairman), Mrs L Hingley (Vice-Chairman),
Councillors: Mrs C Allen, IG Sadler, DH Hadlington, D Light, , J Irving-Bell, N Other, J Cutler,
Miss V Webb, BR Edwards, Mrs D Geoghegan.

OPENING PRAYERS - Cllr Mrs L Hingley led the Council in prayer.

1. APOLOGIES FOR ABSENCE

Councillors G Mander, JK Hall and P Wooddisse sent their apologies due work and holiday commitments.

2. DECLARATIONS OF DISCLOSABLE PECUNIARY INTERESTS

None were reported.

3. MINUTES OF THE PREVIOUS MEETINGS

The Minutes of the meeting held on 7th December 2016, having been circulated in advance of the current meeting, were approved and signed as a true record of the proceedings at that meeting with the following exception:-

The Minister who took prayers is Anne Furness not Anne Ferris.

4. MATTERS ARISING FROM PREVIOUS MINUTES

4.1 Park Ridge picture

The picture given to the Council by Park Ridge, has remained in the Constitutional Club, the local Committee did not want it putting in the library.

5. PUBLIC PARTICIPATION

Standing orders were raised to enable members of the public to speak.

Mrs ER Davis Chairman of the KSCA reported the following:-

It is three years since I took over as Chairman (originally I said for 6 months!) However once we had started to look at the issues needing attention, we had not scratched the surface by then and the issues became increasingly complicated. For the past 3 years, we have been in touch with the Village Hall Advisor at Stafford who has provided us with free advice as to how to bring the KSCA in line with present requirements. All that we have done has been on advice received and not done in an ad hoc or whim basis...All of these issues have been presented to and agreed by the full Management Committee as they have been dealt with... decisions do not rest solely with the officers

- Improve security
- The admin needed to be clarified and made fit for purpose
- It was essential to improve finances by increasing usage
- Address the problem of the Social Club
- Re instate the Grounds Sub Committee to improve running of the outdoor clubs
- Set up the Development Sub Committee to look at longer term improvements for the building... Going for Gold 50 years from 1988

Security has been improved with the installation of the barrier which solved problem of young drivers using the car park as a recreation ground at night.. it has worked only by consistent closing of the barrier at night.. after evening functions or by a rota for John, Geoff and me. This did not solve pedestrian based ASB but this will be addressed by cooperation between KSCA and Council for CCTV...

Apart from the day to day admin for running of the KSCA which is time consuming, we have spent a lot of time updating and introducing policies which are needed in the modern age!! Also improving fire safety... and raising awareness of Hiring conditions with clarification of responsibilities... Designing a logo (by a volunteer) and using headed note paper to look more professional. Also website and face book page. We also reinstated the Grounds Committee to help make the running the field activities more efficient and transparent.

The Social Club had not been viable for several years and was a drain on resources. Following advice from the Village Hall adviser the Social Club was closed at the end of August 2016. Once the last 5 months accounts have been audited the club will officially be closed and any outstanding funds transferred to the KSCA. The bar is now run on by a third party agreement, drawn up by a District Council Solicitor.

We have managed to **improve usage** as shown in the latest audited figures which show a profit for 2015-16 of £4000. 2014-15 showed a loss of £3000+... This shows that the KSCA can survive with increased usage and improved housekeeping and is not a lost cause as some residents may think.... This happened before we had our web page and face book up and running which we hope will continue to raise awareness of the KSCA and what it offers and continue the trend of making a profit and not a loss!!! This was a priority as the KSCA needed to survive as a viable concern before any future development funding would be forthcoming.

We have also been advised that the **Constitution** needs to be updated

Firstly to improve the efficiency of the Management Committee and bring it in line with current requirements This will involve a reduction of the number of Members/trustees to

about 12. Currently there are about 45 members of the management committee of which about a third actually attend meetings as we are always concerned if we shall get a quorum. We are meeting the advisor in Stafford next week to discuss the way forward on this.

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She has offered to draft a Resolution to be put to management for discussion before sending to the Charity Commission. When the CC agrees then it will be formally adopted and the new system will be put in place.

Other change will be references to the Social club and the third party agreement.

There will be no change to the aims of the charity or to the PC as Custodian Trustee... there will be a reduction in the number of councillors on the management Committee... the changes are associated with admin and we are advised that they will be accepted by the Charity Commission as it does not alter the ethos of the basic conveyance set up by Mr Marsh.

The Going for Gold project. We are now about to start the first Phase of the project which are improvements to the ground floor facilities: showers, toilets, committee room and a MUGA in the hall. The emphasis is on Sports as that is where there are still grants available... We cannot access Lottery funding as we are not a deprived area as is Cookley. No EU money will now be available. Also we can no longer justify extra meeting rooms as there plenty of alternatives. We need to provide better sports facilities and use the large hall to better advantage. Updating an existing sports facility stands a good chance of accessing funding. With these new facilities it should guarantee that the KSCA survives and becomes increasingly viable. In order to reach the stage that we are at we have raised £25,000 to pay for plans, surveys etc., so there has been a lot going on behind the scenes...

We have been blessed with a group of Volunteers over the past year or so who have given time and equipment to greatly improved the kitchen with new units and also decorating it and the committee rooms and ladies toilet. We have also made use of a DIY volunteer who willingly comes in to the building to do many odd jobs relating to maintenance etc.

AGM

Lastly just a word of clarification... I stated at the AGM that as all the issues that we set out to deal with should be in place or in the case of the first Phase of Going for Gold, in progress by the next AGM... that I intended to step down as Chairman. However that does not mean that there will be a mass exodus of the Management Committee or of all 4 officers, which appears to have been reported to Council and rumoured in the village. It would not be advisable for all the officers and everyone else to stand down, nor do we believe that it would be acceptable to the CC. We understand that the CC will require some continuity and for some experienced Management committee members and officers to continue as they have experience in what has been happening and shown an

interest in the KSCA over many years. I also mentioned that more officers would be needed... this was a repeated plea for more help to fill positions such as fundraising, publicity etc. which will be needed both for KSCA events as well as Going for Gold... At present the burden has fallen on 4 of us.... More sharing of responsibilities will be needed. The successful running of the KSCA is and always will be a priority as its viability will be significant when applying for development grants. Going for Gold is a sub committee of the KSCA management Committee and all suggestions from this sub committee must be agreed by the management committee; it is not a separate entity to be dealt with in isolation as it is not autonomous.

4/17

PCSO Alex Rathbone addressed the Council, she ran through the crime statistics briefly, she informed members that there has been an increase in car theft by Kinver Edge, and patrols have been increased in that area. CID are investigating the burglary at the Co-Op and also seeing if it is linked to similar robberies in other areas.

Standing orders were re-instated.

6. TO DISCUSS PLANTING A TREE IN MEMORY OF FORMER COUNCILLOR MRS BK FLETCHER

Former Councillor Mrs BK Fletcher passed away in December, she was a member of the Parish Council for many years, and a resident of Kinver nearly all her life. As well as this she was a founder member of the tree wardens group, and was a qualified tree warden for Kinver.

Members felt to commemorate her life and service to the people of Kinver that a tree planted in her memory, the cost would be approximately £40. This was agreed.

7. TO DISCUSS THE BURIAL GROUND MEETINGS

The Chairman asked the Clerk to review the Burial Ground Committee meetings, the findings are below:-

Over the past 12 months there has been only minor items discussed at the Burial Ground meetings, as most of the development of the site has now been completed. The meetings are only lasting approx. 10-15 minutes.

The maintenance and general day to day running of the site, is undertaken by the Clerk and Maintenance Technicians. The Clerk is also the Superintendent so she is now hands on each day with the Burial Ground, so there is now not the requirement for the meetings to ensure communication between the Superintendent and the Committee.

The main matters brought to the Committee are relating to headstone wording. This is not an everyday occurrence but sometimes, if it is not straight forward as Superintendent, they are brought to the Committee to decide upon. With the present system the applicant has to wait sometimes 2-3 months to get a response.

Also, the Committee has co-opted members the Committee therefore they cannot resolve to spend any funds or make decisions, so all decisions come back to the full Council as the Burial Authority, therefore causing a delay in responding to any possible queries. It would make sense to bring everything to the Burial Authority, which would mean any matters can be looked at much more quickly and a decision made there and then (apart from if it is financial then it has to be referred to Finance).

It was proposed by the Councillor D Light and seconded by Councillor J Cutler that this Committee no longer meets and is suspended with immediate effect. All matters relating to the Burial Ground are put to the full Council and put on the Clerks report for the full Council monthly meeting.

On a vote this was carried with 10 for 1 against and 1 abstention.

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8. UPDATE ON DISCUSSIONS WITH MATHEW ELLIS

Councillor D Hadlington reported the following:-

"I met with Matt Ellis and had a very informative 40 minute open discussion regarding Road safety and Cycle safety. Although no other councillor, despite their vociferous comments last month, forwarded their question, I did raise them.

Firstly speeding:

It was agreed that cyclists are unable to exceed the speed limit on most roads even downhill, it is often just an illusion, though it can happen it is very rare. A sign showing a speed of less than the mandatory limit would need to be erected for any action to be taken. It was seen as unlikely to happen,

Secondly cycling on pavements/ red light jumping:

Staffs Police are currently stamping down on cyclists on pavements and as most of the offenders are juveniles , ASBO's are suggested along with fines. " Real" cyclists of adult age are fined. On my suggestion as other forces do, Staffs Police will look at the scheme run in conjunction with the AA, called a cycle safe awareness course. Cyclists are being stopped for violations to the highway code and offered a place on this course for a cost of £80 or be fined. This similar to the Driver awareness course often called the speed awareness course.

It is interesting to note the number of cyclists offering to pay to go on the course, even though not cautioned to do so, vastly exceeds the number cautioned and sent to the course. The same can not be said of motorists!!! The number of cyclist attendees is still in the ten's, where as the motorists is in many thousands. As the police say, the punishment and time spent, must reflect and be proportionate to the crime.

Matt and I discussed many numbers of deaths or serious injuries and though not all were as I had, it was agreed that there are far too many of these "close pass accidents". 116 horse , over 240 cyclists 34 horse riders, 2 on mobility scooters plus many pedestrians counted in different ways. The cameras available for cyclists, are being used to prosecute motorists, and he is pressing for his own "bobby cams" to be properly calibrated along with the cycle cams. It is seen as an excellent use of technology.

Motorists will be stopped for close pass incidents and will be contacted and could be prosecuted on the cycle cams evidence. To educate the motorist he will be placing features in the local press and Police publications, and trying to also get them in village news sheets etc.

A harder hitting campaign on a small scale is now being pursued to be implemented in early spring 2017. I was also made aware of the current procedures taken on reporting a “close pass” incident and would recommend all such incidences are reported at your local station.
Stay alive -- keep it 1.5m, cycle to vehicle distance. “

Councillor D Hadlington asked that signs warning drivers of vulnerable road users are printed and put around the village in the shop windows and the Parish Office. This was agreed.

9. FLASHING SPEED SIGNS

The Clerk has obtained the following quotes for a flashing speed sign:-

Company 1 £3018 + VAT

Company 2 £4125 + VAT

Company 3 £3905 + VAT

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In addition to the above the Clerk has been contacted by the coordinator of the local Community Speed Watch to say that there is a group up and running in Kinver and has been for 18 months. Since the Council spoke of it last month a further 5 volunteers have come forward.

It was Resolved to refer the matter of the flashing speed sign to Finance for funding for the flashing speed signs.

10. TO DISCUSS IF THE PARISH COUNCIL WOULD LIKE TO PURCHASE ADDITIONAL CCTV CAMERAS FROM SSDC

Email from SSDC re CCTV Cameras

“Good morning

As you may be aware, I have been undertaking a review of the Public Space CCTV that we operate across the district.

Subject to consideration of the matter at Overview & Scrutiny Committee on the 5th January 2017, we will be moving to a re deployable system on the 1st April 2017, that can be moved to different locations, targeting Crime and ASB hot spots. The cameras would be mounted on lamp posts and take an electrical supply from the said lamp post. The data recorded on the cameras will be available to the police and council to download whenever required. This will be achieved by visiting the camera and downloading the data onto a laptop. The district council will remain the data controllers as they are currently.

If it is determined we do move to a mobile system we will be obtaining quotes to purchase the cameras. The district will be looking at initially purchasing at least 10 cameras. The first locations of these hasn't been confirmed as hot spots may alter over the next few months.

However before we do we would like to know if any parishes would be interested in purchasing their own camera(s) This would stay in the specific parish and could be moved to a different location if required. The benefits of the system are that the cameras can be easily moved and are a cost effective way of addressing crime and ASB issues. The district council would be the data controllers for any data that is recorded and the police would have access to the data as they will with the cameras that the district purchase.

The approximate costs are as follows;

Purchase cost of camera £3,200 (which would include a 3 year warranty & servicing)

Initial installation costs £440
Electricity costs £500/ max per annum
Moving costs £200/move

Can I please request this matter is discussed at your next parish council meeting and can you provide some feedback as to whether you parish would be interested in purchasing its own camera. I am not looking for a firm commitment at the moment, merely an indication of likely interest. I would then liaise with those Parishes in the New Year to take this forward.

Please do not hesitate to contact me should you require any additional information. I look forward to hearing from you.”

It was resolved that the Clerk write back to Helen Marshall stating we would be interested in looking at purchasing a camera in the future.

7/17

11. KSCA SHOPPERS CAR PARK LEASE

The lease for the KSCA shopper's car park is attached as appendix 2 to these minutes.

It was noted that a map of the area needs to be attached, also to check that the name of the organisation is correct on the back page, and that Director is the appropriate term for the Chairman.

Members agreed the terms of the lease with the above amendments, and the Clerk was authorised to sign it with the Chairman on behalf of the Council.

12. OUTSTANDING MATTERS FROM THE DISTRICT / COUNTY AND COUNTY / DISTRICT COUNCILLORS TO ADDRESS THE COUNCIL ON ANY MATTERS RELEVANT TO THE PARISH

Councillor BR Edwards reported the following:-

- As mentioned above a full review of SSDC CCTV is under review.
- The Government has withdrawn the news homes bonus, therefore the District Council / County Council have a £200,000 deficit in their budget.
- There is a Planning Master Class on the 15th February at Codsall 9.30 – 2.00pm, Councillors Mrs C Allen and D Hadlington put their names forward to attend.
- David Heywood is now in post as Chief Executive.
- There has been an accident on Church Hill, where a car hit a residents gate and fences along the lane. There is a missing 30mph sign and also the slow markings in the road. The Clerk has contacted the County Council who have these items down on their job lists. The erosion is now very bad on the banks / verges on this lane, as the traffic has increased to get to Kinver Edge and also the lane is used as a rat run road. With the new Centenary celebrations planned by the National Trust, members felt that this should be discussed with the National Trust Local Committee along with parking matters and the Clerk will arrange a meeting for (if possible) for 1st February at 6.00pm.

13. REPORT OF THE CHAIRMAN

The Chairman has attended the funeral of former Parish and District Councillor Mrs BK Fletcher, he also attended the Wolverhampton Airport Consultative Committee.

14. CLERK'S REPORT

The Clerk reported on the following matters –

14.1 High Street toilets

We have received a complaint about the state of the High Street toilets Sunday the 18th December.

The toilets are checked, cleaned and restocked at 3pm on a Friday and again each morning (Monday to Thursday).

The Clerk has replied to the complainant and apologised, explaining that we do not have staff to cover these toilets on a weekend.

This was noted.

8/17

14.2 Lets Work together Seminar

The above is taking place at Codsall on the 16th January at 9am.

This was noted.

14.3 Kinver Library

The Chairman and the Clerk are invited to the official opening of the Library on Friday 6th January at 10am. This was noted.

14.4 Publications to note

Churchill and Blakedown Parish Council agendas

Parish Summit summary from the 25th November 2016

Thank you letter from The National Trust for their grant, which they have used to install 5 gates.

15. COMMITTEE REPORTS

15.1 Planning & Development Committee Meeting of the 14TH December 2016

The minutes of the above meetings, having been circulated, were **Received**, the following Recommendations in item 6 of those minutes were made to the Parish Council.

This was agreed.

16. ACCOUNTS FOR PAYMENT

The accounts as set out as appendix 1 to these minutes were accepted.

17. REPORTS FROM MEMBERS ON OUTSIDE BODIES

None were reported.

18. ITEMS FOR FUTURE MEETINGS

If there are any additional items for the next agenda these need to be with the Clerk by Wednesday 23rd January 2017.

Meeting with the National Trust 6pm 1/2/17 if possible

19. DATES OF THE NEXT MEETINGS

Leisure and Amenities Committee	18 th January 2017
Planning and Development Committee	25 th January 2017
Parish Council	1 st February 2017
Finance and General Purposes Committee	8 th February 2017

All meetings to start at 7.00 p.m.

Appendix 1 to the minutes of the Parish Council meeting held on the 4th

Accounts for payment 4th January 2017

Chq No Ratification

100855	SWOPS	Fuel Dec	78.57
Total			78.57

Chq No Accounts for payment

100856	J R K Computer Supplies	Stationery	124.81
100857	Kane Mailing	Software support package for franker	246.00
100858	Kinver Edge Farm Shop	Opening toilets	80.00
100859	OCL	Supplies	202.27
100860	Petty cash	Flowers for BK Fletcher	25.00
100861	R H Electrical		
100862	SCC	Pensions	1545.46
100863	ESPO	Supplies	124.92
100864	Ash Surfacing	Line Marking	1329.60
100865	Viking Direct	Stationery	31.03
			2348.46

List of Monthly Direct Debits

DD	SSDC	Comber Ridge Rates	35.00
DD	SSDC	Office rates	300.00
DD	Utility Warehouse	95 High Street Gas and electricity	213.72
DD	Utility Warehouse	Kinver Edge Toilets	8.52
DD	Utility Warehouse	High Street Toilets	-8.34
DD	Utility Warehouse	Mobile phone	31.76
DD	Salaries	January	4542.85
DD	Inland Revenue	December	1152.88

	Total	6276.39
	Total Expenditure	8703.42
<u>Receipts</u>		
Burial Fees		1015.00
Toilet Income		20.00
	Total Income	1035.00

Appendix 2 to the minutes of the Parish Council meeting held on the 4th January 2016

DATED DECEMBER 2016

CAR PARK LICENCE

relating to the area known as the KSCA car park

between

**MARSH RECREATION GROUND AND COMMUNITY CENTRE TRUST
(THE "KSCA")**

and

KINVER PARISH COUNCIL

THIS LICENCE is dated

December 2016

PARTIES

MARSH RECREATION GROUND AND COMMUNITY CENTRE TRUST (registered charity 522687) whose address is Legion Drive, Off High Street, Kinver, DY7 6ER (**Licensor**).

KINVER PARISH COUNCIL whose offices are at 95 High Street, Kinver, DY7 6HD (**Licensee**).

AGREED TERMS

INTERPRETATION

The following definitions and rules of interpretation apply in this licence.

Definitions:

Accessway: the road and vehicle way hatched on the Plan

Building: that known as the KSCA building shaded orange and marked "KSCA"] on the Plan.

Cars: motor car, vans or motorbikes or any other mechanically propelled vehicle.

Car Park: the car park shown coloured on the Plan.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Designated Hours: the hours of 9.00 am to 5.30 pm on any day

Licence Fee: the amount of **£875** per year.

Licence Fee Commencement Date: 1 January 2019

Licence Period: the period from and including 1 January 2017 until and including 31 December 2019

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: the parking of Cars.

Plan: the plan attached to this licence.

Clause headings shall not affect the interpretation of this licence.

A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

A reference to **writing** or **written** excludes fax and e-mail.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

Any obligation in this licence on a person to do something includes an obligation to ensure that any person under its control complies with that obligation.

References to clauses are to the clauses of this licence.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in [England **OR** Wales].

LICENCE TO PARK

Subject to clause 0 and clause 0, the Licensor permits the Licensee to use the car park for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the Licensee's use of the Space for the Permitted Use) together with access over the Accessway to the Car Park.

The Licensee acknowledges that:

- (i) the Licensee shall use the car park as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this licence;
- (ii) the Licensor retains control, possession and management of the Space and the Licensee has no right to exclude the Licensor from the Space;
- (iii) this licence is personal to the Licensee and is not assignable and the rights given in clause 0 may only be exercised by the Licensee.

The Licensor acknowledges that the Licensee will allow visitors to the village of Kinver to use individual spaces within the car park.

The Licensor recognises that the Licensee has incurred costs in preparing the existing car park for use by visitors to include marking of bays, other ground markings and signage. In recognition of this (and the reimbursement by the Licensee of any legal fees incurred in the preparation and execution of this agreement) there will be no licence fee payable for the first 2 years of the agreement.

LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes:

To pay to the Licensor the Licence Fee by 31 December of the year (save for the first 2 years) before the year that the licensee wishes to use the car park.

To keep the car park clean, tidy and clear of rubbish

Not to use the car park other than for the Permitted Use.

To give details [if they have them] on the Licensor's request of who is using the car park and the registration number of any Car.

Not to make any alteration or addition whatsoever to the car park unless the consent of the Licensor has been obtained.

Not to do on or in the car park or allow anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Licensor [or to visitors to the KSCA Building] or any owner or occupier of neighbouring property.

Not to cause or permit to be caused any damage to the Car Park or any neighbouring property.

Not to obstruct any of the entrances to or exits from the Car Park or any of the parking spaces in the Car Park.

Not to take into or keep on or in the Space any motor fuel or lubricating oil except that inside the fuel tank and engine of the Car.

Not to maintain, repair (except mechanical repair in cases of breakdown or other emergency) or clean the Cars or refill the petrol tank of the Cars in the car park.

Not to do anything that will or might constitute a breach of any Necessary Consents affecting the Space, or any statutory provision, regulation or bye-laws made by a Competent Authority with regard to the parking or use of cars.

Not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor or any other person in respect of the Car Park or any other property from time to time or cause the premium to increase.

To ensure that all security barriers or gates at the entrances to and exits from the Car Park are operated correctly and closed after use.

To observe any [reasonable] rules and regulations which the Licensor makes and notifies to the Licensee from time to time governing the Licensee's use of the Car Park.

To leave the car park in a clean and tidy condition and to remove any cars and any other property from the car park at the end of the Licence Period. If any Car or any other property is not removed within 30 days of the end of the Licence Period, the Licensor may dispose of it in any manner that it deems fit without incurring any liability whatsoever to the Licensee.

To indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(iv) this licence;

- (v) any breach of the Licensee's undertakings contained in clause 0; and/or
- (vi) the exercise of any rights given in clause 0.

TERMINATION

This licence shall end on 31 December 2019 or earlier if the Licensee breaches any of the obligations contained in clause 0

Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

NOTICES

Any notice [or other communication] given under this licence shall be in writing and may be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party at the addresses given at the beginning of this document. In the alternative email may be used.

Any notice [or other communication] given in accordance with clause 0 will be deemed to have been received:

- (vii) if delivered by hand, on signature of a delivery receipt or at the time the notice [or other communication] is left at the proper address; or
- (viii) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- (ix) If by email, on the same day, provided the email is received before 4.00pm.

[COSTS

On completion of this licence, the Licensee shall pay to the Licensor the sum of £160 plus VAT in respect of legal fees incurred in the preparation of this licence.

The Licensor gives no warranty that the car park possesses the Necessary Consents for the Permitted Use.

The Licensor gives no warranty that the car park is physically fit for the purposes specified in clause 0.

The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Licensor before the date of this licence as to any of the matters mentioned in clause 0 or clause 0.

Nothing in this clause shall limit or exclude any liability for fraud.

LIMITATION OF LICENSOR'S LIABILITY

Subject to clause 0, the Licensor is not liable for:

- (x) the death of, or injury to, any person using the car park during the designated hours;
- (xi) any theft, damage, destruction or loss of any Car or its contents;

- (xii) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee in the exercise or purported exercise of the rights granted by clause 0; or
- (xiii) any loss or damage suffered by the Licensee as a result of any cause beyond the Licensor's control that prevents the Licensee from using the car park [or any difficulty or interruption in obtaining access to the car park by reason of temporary works of repair, maintenance or renewal of the Accessway or Car Park.

Nothing in clause 0 shall limit or exclude the Licensor's liability for:

- (xiv) death or personal injury or damage to property caused by negligence on the part of the Licensor; or
- (xv) any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by [Trustee]

.....

Director

for and on behalf of Marsh Recreation
Ground and Community Centre Trust

Signed by [NAME OF Councillor]

for and on behalf of Kinver Parish
Council

.....

DRAFT