

**You are hereby summoned to a Meeting of the Shoreham Parish Council to be held at Shoreham Village Hall on Wednesday 5 July 2023 at 7.30pm. Members of the Press and Public are warmly invited to attend.**

### **AGENDA**

1. To receive any apologies for absence.
2. To receive any disclosures of interest from members in respect of items of business included on the agenda for the meeting.
3. Public Forum
4. County/District Councillor Reports
5. To consider, and approve if appropriate, which agenda items are sufficiently confidential as to warrant exclusion of members of the press and public under the provisions of The Public Bodies (Admission to Meetings) Act 1960
6. To receive and authorise for signature by the Chairman, the Minutes of the meetings held Wednesday 7 June 2023
7. **Matters arising from the minutes not covered by Agenda items**
  - 7.1 EV Charging Points
  - 7.2 Shoreham Woods
  - 7.3 Riverside
  - 7.4 Shoreham Village Hall
  - 7.5 AGAR 22-23
8. **A225 Speed Reduction Project**

To receive an update and agree next steps
9. **Correspondence and Information**
  - 9.1. Correspondence from residents
    - 9.1.1 Community engagement
    - 9.1.2 Millenium Path, Wildlife signs and Metal Soldier
    - 9.1.3 Shoreham Village Parking
  - 9.2. General Correspondence

## **10. Governance**

10.1 To agree the following documents:

- Code of Conduct
- Standing Orders
- Financial Regulations
- Section 101 Delegation

10.2 To agree the Terms of Reference for the following Committees/Working Parties

- Planning
- Amenities
- Highways & Footpaths
- Finance & Personnel

## **11. Finance**

- a. To agree items received, payable and paid
- b. Request for a grant from Darent Valley Community Rail Partnership

## **12. Next meetings** (all starting at 7:30pm in Shoreham Village Hall unless otherwise stated)

- a. Planning (if required) Meeting – Wednesday 19 July 2023
- b. Planning (if required) Meeting – Wednesday 2 August 2023
- c. Planning (if required) Meeting – Wednesday 16 August 2023
- d. Planning (if required) Meeting – Wednesday 6 September 2023
- e. **Planning (if required) and Council Meeting – Wednesday 20 September 2023  
at Well Hill Mission Church**

Amanda Barlow, Clerk to Shoreham Parish Council

## **AGENDA ITEMS WITH INFORMATION**

**1. To receive any apologies for absence.**

Apologies received from Cllr Montgomerie, Cllr Gough (County), Cllr Waterton (District)

5. To consider, and approve if appropriate, which **agenda items are sufficiently confidential as** to warrant exclusion of members of the press and public under the provisions of The Public Bodies (Admission to Meetings) Act 1960

Clerk is advising – NONE.

**6. To receive and authorise for signature by the Chairman, the Minutes of the meetings held Wednesday 7 June 2023**

**MINUTES of a MEETING of SHOREHAM PARISH COUNCIL**

*Shoreham Village Hall 7 June at 7:30pm*

*Present: Cllrs R Blamey, B Jeffery, J Histed (Chair), G Owen, N Powell, M Sheward (in part) and J Thorpe*

*Also Present: 14 members of the public (in part), Cllr I Roy (District) (in part), and Cllr J Edwards-Winser (District) (in part), Amanda Barlow (Clerk)*

*Apologies: Cllr A Montgomerie, Cllr R Gough (County), Cllr R Waterton (District),*

*Public Forum: None*

**AGENDA**

**1. To receive any apologies for absence.**

*Apologies were received and accepted from Cllr Montgomerie, Cllr Waterton (District) and Cllr Roger Gough (County)*

**2. To receive any disclosures of interest from members in respect of items of business included on the agenda for the meeting.**

*Cllr Owen advised that he owns a property listed on the planning log. Cllr Histed advised he is a trustee of the Walnut Trust.*

**3. Public Forum**

**a. Peter Kasch – Chairman of Walnut Trust**

*Mr Kasch advised that an application was applied for the roof which was rotting and has been removed. A structural engineer has prepared a set of plans of how to repair the barn.*

*Mr Kasch explained the report and the work that was required. He explained that they are planning to go out for tender this year but it may be hard to appoint a contractor this year.*

**b. The power will be turned off on the 13 June for a period of time.**

**4. County/District Councillor Reports**

*Cllr Irene Roy (District)*

*Cllr Roy advised that she has had some meetings with Cllrs Jeffery and Powell and she will give an update on the A225.*

- Site meeting and a couple of virtual meetings with KCC Highways Officers*
- Have finally received some detail on the whole scheme.*
- It was not the best news on the whole scheme due to budget restrictions.*
- The drawings have been completed and they have to be technically approved and verified. Once it has been signed off Shoreham Parish Council will receive the costings and drawings.*
- An additional item to the plan is the vehicle activated sign (VAS). It was hoped that it would go in with rest of the other signage. KCC Highways advise that these machines only go in at crash sites. The new speed limit needs to be tested. Cllr Roy is attempting to use existing data which shows the current speeds on the road rather than rely on the crash history (personal injury crashes).*

- KCC Highways have advised that the red surfacing treatment is now only going in where there is evidence of crashes.
- Gateways – they were considered and broadly approved however the new location for the gateway there is not enough room. Cllrs Jeffery and Powell have measured the area and if the vegetation is cut back there should be enough space.
- Pedestrian refuge – there seems some possibility that this could be approved and Cllr Jeffery has done a lot of work. A refuge would almost certainly require lighting.
- Cllr Roy will respond to Highways after consultation with Cllrs Powell and Jeffery.
- The Highways team will look at the access to the road from the footpath.
- Cllr Jeffery commented that the response from Highways has been extremely poor and also the fact that the Parish Council have agreed to pay for a lot of the items. Cllr Roy advised that she has passed on the Parish Council's concerns to Cllr Gough and Highways.

Cllr Roy left the meeting.

Cllr John Edwards-Winsor (District)

- Cllr Edwards-Winsor advised that the Committees have changed their names.
- The only meeting to have taken place is the Development Management Committee.
- 3 Applications – the major one is the development at the quarry at Bat and Ball. It is an outline application for 900 dwellings of which 150 are for assisted living. No detail is included. Cllr Edwards-Winsor commented how it might affect residents from Shoreham going into Otford as there are plans to change the traffic lights to a roundabout.
- There is no detail as to where the houses are going to built. The lake which is 30m deep is being extended towards Seal. The soil that they don't use is being taken back to the Bat & Ball end which is being used to fill the lake.
- The application has gone out to consultation and Thames Water has advised that the sewage and water can only cope with 250 dwellings.

Cllr Edwards-Winsor left the meeting.

5. To consider, and approve if appropriate, which agenda items are sufficiently confidential as to warrant exclusion of members of the press and public under the provisions of The Public Bodies (Admission to Meetings) Act 1960

None.

6. Planning
  - a. To discuss and agree a response to the applications listed below

<u>SDC Reference</u>	<u>Site Address</u>	<u>Summary Description of Application / Consultation</u>	<u>SDC deadline</u>
23/00012/RFPLN APPEAL	Woody Holme Rock Hill Orpington Kent BR6 7PP	Erection of general purpose storage building.	26/06/2023
<b>Members resolved to make no response.</b>			

- b. To note the Planning Log

Noted.

7. To receive and authorise for signature by the Chairman, the Minutes of the meetings held Wednesday 17 May 2023

**Members resolved to agree the minutes of the meeting held on 17 May 2023.**

8. Matters arising from the minutes not covered by Agenda items

a. EV Charging Points

Cllr Jeffery advised that KCC have agreed to put 2 points in the Filston Car Park. They will both be 7kw charging points. There will be no cost to the Parish Council. The contract is for 7 years.

**Members unanimously resolved to agree to the EV points in the Filston Car Park subject to sight of the contract.**

b. Shoreham Woods

Members noted that nobody had attended the walk on 31 May. The SDC Officer was minded to offer a weekend date if there was enough interest as there are cost implications.

The SDC Officer is still looking into using volunteers in a practical way.

Cllr Sheward would like to get some expert advice on the comments that were made by SDC. It was agreed to get some expert evidence.

9. To agree Membership of the Committees and Working Parties

**Members resolved to agree the Membership of the Committee and Working Parties as follows:**

a. Planning Committee

Cllrs Blamey (Chair), Sheward, Jeffery, Thorpe  
Mr R Boyle and Mrs S Parkes and Mr J Sandler

b. Amenities Committee

Cllrs Blamey, Jeffery, Owen, Montgomerie  
Mr J Tolley and Mrs L Spence, Mr J Sandler

c. Finance & Personnel Working Party  
Chair, Vice Chair and Cllr Thorpe

d. Highways & Footpaths Working Party  
Cllrs Jeffery and Powell Owen

Cllr M Sheward left the meeting.

**10. A225 Speed Reduction Project**

This was discussed under Agenda Item 3.

**Members resolved to extend the meeting.**

**11. Shoreham Village Hall**

- a. To discuss the proposals regarding fire detection and alarm systems

**Members resolved to agree the £1,240 +VAT and to pay the 50% of the electrical work of £11,800 + VAT.**

b. Village Hall Constitution

**Members resolved that the Parish Council were satisfied with the current arrangements.**

**Members resolved to appoint Cllr John Thorpe to the Village Hall Trust.**

12. **Correspondence and Information**

a. Correspondence from residents

i) Community engagement

**It was agreed to include this on the next Agenda.**

ii) Riverside

**Members resolved to get the bench repaired at a cost of £320 per bench.**

iii) Cleaning of Shoreham Cross

**Members thanked Jeremy Tolley for his excellent work. Members agreed to set up a working party to look at chalking the cross.**

b. General Correspondence

**Noted at Appendix A.**

13. **Finance**

a. **Annual Governance and Accountability Return (AGAR)**

(i) To approve Section 1 (Annual Governance Statement) of the 2022-2023 Annual Return.

**Members resolved to agree the Annual Governance Statement for 2022-23 and it was signed by the Chairman and Clerk.**

(ii) To approve Section 2 (Accounting Statements) of the 2022-23 Annual Return.

**Members resolved to agree the Accounting Statements for 2022-23 and they were signed by the Chairman.**

**The Clerk advised about the issues with an old Co-op account and Members resolved that Cllr Histed and Cllr Jeffery should be the signatories on the Co-op account. Members resolved that only current Councillors could serve as signatories on any of the Parish bank accounts.**

b. To approve the Asset Register 2023

**Members resolved to agree the Asset Register.**

c. To agree to implement a Risk Management document

**Members resolved to agree the Risk Management document.**

d. To agree, if appropriate, awarding a grant to the music event taking place on the recreation ground on 15 July 2023

**Members resolved to award a grant of £1,000 to the event.**

e. To agree items received, payable and paid

**Members resolved to agree the items payable and paid as at Appendix B.**

14. **Next meetings** (all starting at 7:30pm in Shoreham Village Hall unless otherwise stated)

a. Planning (if required) Meeting – Wednesday 21 June 2023

b. Planning (if required) and Council Meeting – Wednesday 5 July 2023

Amanda Barlow, Clerk to Shoreham Parish Council

**7. Matters arising from the minutes not covered by Agenda items**

7.1 EV Charging Points

Contract:

**DATED**

**2023**

**(1) THE KENT COUNTY COUNCIL**

**AND**

**(2) [NAME OF COUNCIL]**

---

**AGREEMENT**

for the installation of Electric Vehicle Charge Points  
at [Address]

---

File Ref: KEN001:096524  
DRAFT

DATED:

**05.01.2023**



## TABLE OF CONTENTS

1.	DEFINITIONS .....	10
2.	LICENCE TO OCCUPY .....	12
3.	OBLIGATIONS OF THE KENT COUNTY COUNCIL .....	12
4.	OBLIGATIONS OF THE COUNCIL .....	12
5.	DELIVERY PLAN AND VARIATIONS .....	13
6.	CHARGES .....	13
7.	TERMINATION .....	13
8.	LIABILITY AND INDEMNITY .....	13
9.	IPR .....	14
10.	GENERAL PROVISIONS .....	14
11.	GOVERNING LAW .....	16
ANNEX 1.	LICENCE PLAN .....	16

THIS AGREEMENT is made the  
BETWEEN

day of

2021

- (1) THE KENT COUNTY COUNCIL of County Hall, County Road, Maidstone ME14 1XQ (the “KCC”); and
- (2) [Name of council] of [Address] (the “Council”).

**WHEREAS**

- (A) KCC wishes to secure the supply, installation and maintenance of electrical vehicle charging points on the Council's land.
- (B) KCC has procured the supply, installation and maintenance of the electrical vehicle charging points from a supplier and in consideration of the Licence Terms the Council agrees to grant KCC and its supplier rights of access on the terms set out in this Agreement.

**1. DEFINITIONS**

“Authorised Representative”	means the persons respectively designated as such by the respective parties to this Agreement from time to time;
“Chargepoints”	means the location of the EVCP equipment installed by the Service Provider on the Land during the Term. Chargepoint has the same definition as Charging Point and both terms may be used to mean the same thing;
“Commencement Date”	DATE (date the agreement was sent out)
“Agreement”	means this Agreement including the terms and conditions of Agreement and all schedules and appendices referred to herein and/ or attached hereto;
“Data Protection Legislation”	means the Data Protection Act 2018, the General Data Protection Regulations (GDPR) (EU) 2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 and any legislation implemented in connection with the General Data Protection Regulation and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Information Commissioner;
“Delivery Plan”	means a plan at <b>Error! Reference source not found.</b> showing the planned installations of electric vehicle Chargepoints in the Council to be installed over the Term;
"EVCP(s)"	means all hardware, cabling and equipment associated with an electric vehicle charge point and Chargepoints as set out in the Specification;
“Expiry Date”	means 00:00 on 30 April 2028 unless the Agreement is terminated earlier in accordance with the terms and conditions of this Agreement;
“Force Majeure Event”	means war, natural flood, exceptionally adverse weather conditions, strike or lockout (other than a strike or lock-out which is limited to the Service Provider's Representatives), civil disorder, Act of God, pandemic, epidemic, power cuts or delays or other wholly exceptional events outside the control of the parties which could not have reasonably been foreseen or avoided;
“Information Laws”	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Legislation, Local Government Transparent Codes and any codes of practice

	and guidance made pursuant to the same as amended or replaced from time to time;
<b>"Installation Works"</b>	means the required works and installation of the EVCPs and associated cabling at the Chargepoints;
<b>"IPR"</b>	means any and all patents, trademarks, service marks copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the United Kingdom or any other part of the world together with all or any good will and accrued rights of action;
<b>"Land"</b>	means the land where the Chargepoint is to be located and the EVCPs are to be installed and located as shown on the Licence Plan at 0;
<b>"Law(s)"</b>	means any applicable statute or any delegated or subordinate legislation, duly applicable guidance code of practice, direction, judgment or determination with which KCC and/or the Service Provider is bound to comply including KCC rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time.
<b>"Licence"</b>	means the licence to access the Land as set out in clause 2;
<b>"Licence Fee Commencement Date"</b>	<b>DATE</b> (one month from the date the agreement was sent out)
<b>"Licence Plan"</b>	means a plan showing the proposed location of the Chargepoints on the Site at 0;
<b>"OZEV"</b>	means the Office for Zero Emission Vehicles
<b>"Representative"</b>	means any employee, officer, worker, agent, or service provider engaged by a party in connection with this Agreement;
<b>"Service Media"</b>	means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning (where relevant), energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;
<b>"Service Provider"</b>	means KCC's service provider procured to supply, install and maintain Chargepoints and the EVCPs;
<b>"Service Provider Agreement"</b>	means the agreement entered into by the Service Provider and KCC for the purpose of the performance of any obligation on the part of KCC under this Agreement;
<b>"Survey Works"</b>	means site investigations, Service Media surveys and ground examinations at the Land where applicable, to be carried out by the Service Provider;
<b>"VAT"</b>	means value added tax or any similar or substituted tax;
<b>"Term"</b>	means the period from the Commencement Date until the Expiry Date;
<b>"Working Days"</b>	means usual working hours Monday to Friday, excluding Bank Holiday and concessionary days in Kent.

### **3. LICENCE TO OCCUPY**

- 3.1 The Council permits KCC and the Service Provider to occupy the Land for the installation and maintenance of the Chargepoint(s) until all decommissioning and removal works with respect to the Chargepoint(s) have been completed. In consideration of the Licence Terms, the Council shall grant to KCC and to the Service Provider the Licence to:
- 3.1.1 carry out any Survey Works;
  - 3.1.2 carry out all Installation Works to enable installation of the EVCPs at the Chargepoints;
  - 3.1.3 maintain, repair, replace and remove the Chargepoints and the EVCPs;
  - 3.1.4 make good any damage to the Chargepoints in accordance with the Service Provider Agreement;
  - 3.1.5 maintain the Chargepoint(s) and EVCPs or any other equipment on the Land required for the maintenance of the Chargepoints and EVCPs in accordance with the Service Provider Agreement;
  - 3.1.6 decommission or replace of any Chargepoints or EVCP equipment in accordance with the Service Provider Agreement; and
  - 3.1.7 upon giving the Council reasonable notice, enter the Land with or without vehicles, plant and workers (as may be appropriate for the works and the Land) for the above purposes.
- 3.2 KCC acknowledges that:
- 3.2.1 occupation of the Land is as a licensee and that no relationship of landlord and tenant is created between the Council and KCC or the Service Provider by this Agreement; and
  - 3.2.2 the Council retains control, possession and management of the Land and neither KCC nor the Service Provider has a right to exclude the Council from the Land.

### **4. OBLIGATIONS OF THE KENT COUNTY COUNCIL**

- 4.1 KCC has procured the Service Provider Agreement with a single supplier for the installation of Chargepoint(s) and supply of EVCPs. KCC shall retain the ownership of the Chargepoints and EVCPs throughout the Term.
- 4.2 KCC shall ensure that in the event of any loss of or damage to the Chargepoints and the EVCPs it shall immediately make safe the Chargepoints and EVCPs and secure the Land in the interests of public safety.
- 4.3 KCC shall in the event of a breakdown in the EVCPs as soon as is practicable ensure that repairs are carried out to return the EVCPs to proper working order in accordance with the Service Provider Agreement.
- 4.4 KCC shall ensure that the Service Provider provides the Council with access for up to two Council Representatives to a back-office data function showing real time usage information and EVCP availability free of charge.
- 4.5 KCC shall ensure that the Service Provider provides the Council with access a secure web-based portal to view management information and any necessary training and documentation to Council Representatives to enable them to access the portal and perform basic functions. The Council shall also be entitled to receive from the Service Provider management reports in Microsoft Excel and PDF format.

### **5. OBLIGATIONS OF THE COUNCIL**

- 5.1 KCC may apply for OZEV grant funding at its sole discretion and the Council shall use reasonable endeavours to assist KCC with compliance with any OZEV funding agreement.
- 5.2 The Council shall provide such information, support and instructions reasonably required by KCC and the Service Provider to enable the Service Provider to produce a delivery plan for the installation of the EVCPs.

- 5.3 The Council shall provide KCC and the Service Provider with any site rules or Licence conditions to apply to the Land, which shall not hinder KCC or the Service Provider's ability to install the EVCPs or maintain the Chargepoints.
- 5.4 The Council shall not grant licences or leases to any third party for the purposes of providing electrical vehicle charging facilities on the Land for duration of the Term.

## **6. DELIVERY PLAN AND VARIATIONS**

- 6.1 KCC reserves the right to make changes to the delivery plan for installation in consultation with the Service Provider until the installation of the EVCP equipment is complete.
- 6.2 The Council shall submit any objections to the delivery plan within ten (10) Working Days of receipt. KCC shall consider any objections made by the Council in consultation with the Service Provider and provide a response or amended delivery plan within ten (10) Working Days of receipt of the Council's objections.
- 6.3 All other variations of the Agreement must be agreed jointly by the parties and recorded in writing.

## **7. CHARGES**

- 7.1 KCC shall determine the Charges for each Chargepoint.
- 7.2 [KCC shall direct the Service Provider to pay the Council the actual costs of electricity supply for each Chargepoint during the Term. The Council shall invoice the Service Provider on a quarterly basis for the electricity used by the Chargepoint(s) above £50. The Council shall provide reasonable evidence of electricity costs to the Service Provider upon request.]<sup>1</sup>
- 7.3 The Council shall use reasonable endeavours to ensure that the electricity supply to the Chargepoints is purchased from a renewable provider. The Council shall use reasonable endeavours to ensure that the electricity supply to the Chargepoint is purchased at a reasonable cost.<sup>2</sup>

## **8. TERMINATION**

- 8.1 Either party may terminate this Agreement by the other party 60 days' notice in writing to terminate for any reason at any time.
- 8.2 The Council may terminate this Agreement by giving KCC 60 days' notice in writing to terminate at any time in the event of any material breach by KCC and/or its Service Provider of this Agreement, which is irremediable or is not remedied within 25 days' notice of the breach to KCC from the Council.
- 8.3 The Council shall not be entitled to any compensation in respect of termination of this Agreement.
- 8.4 Termination shall be without prejudice to the rights and liabilities of the parties accruing up to the date of termination.
- 8.5 Within 45 Working Days of the Expiry Date, KCC shall procure the decommissioning and removal of the Chargepoints and EVCPs as agreed by the parties and the Licence shall continue whilst any EVCPs remain on the Land and until all decommissioning and removal works have been completed. Where this Agreement is terminated by the Council in accordance with clause 8.1, the Council shall pay for all the costs and fees associated with the decommissioning and removal works related to the EVCPs and the Chargepoints.

## **9. LIABILITY AND INDEMNITY**

- 9.1 In addition to the indemnities given by KCC in this Contract KCC shall ensure that the Service Provider has in place appropriate and reasonable insurances, warranties and indemnities for the provision of the Services to protect the Council for breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or Law by Service Provider.

---

<sup>1</sup> Delete where there will be a new DNO connection and electricity charges will be paid for by KCC.

<sup>2</sup> Delete where there will be a new DNO connection and electricity charges will be paid for by KCC.

- 9.2 KCC shall ensure that its Service Provider shall provide adequate and suitable professional indemnity insurance with respect to the provision of the Services and shall effect public liability insurance in the sum of £10,000,000 (ten million pounds) in aggregate for any third party claims.
- 9.3 KCC shall indemnify and keep indemnified the Council from and against all direct costs, claims, losses and expenses arising from the negligent exercise by KCC or its Service Provider of the rights granted by this Agreement, the existence of the works, the Chargepoints, the EVCPs, the installation maintenance or removal of the Chargepoints and the EVCPs and without prejudice to this indemnity KCC shall make good any damage to the Land arising from such exercise and works.
- 9.4 Neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, agreements, anticipated savings, use, goodwill or business opportunities whether direct or indirect.
- 9.5 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damages for which the relevant party is entitled to bring a claim against the other party pursuant to this Agreement.
- 9.6 KCC's liability and indemnity in clause 9.1 shall be limited to the sum of £5,000,000 (five million pounds) in aggregate for the Term.

## **10. IPR**

- 10.1 KCC will retain all IPR in any new branding and logos created in relation to the Chargepoints and shall provide a free, non-assignable, irrevocable licence to the Council to use any new branding and logos.
- 10.2 Each party provides the other parties with a free, non-assignable, non-exclusive, royalty free licence to use their own pre-existing IPR, branding, logos and marketing materials for the purposes of agreeing and applying any new branding, logos and publicity for the use on the Chargepoints.

## **11. GENERAL PROVISIONS**

### **11.1 Waiver**

- 11.1.1 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **11.2 Entire Agreement**

- 11.2.1 This Agreement and the documents referred to in it, constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 11.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

### **11.3 Counterparts**

- 11.3.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

### **11.4 Information Laws**

- 11.4.1 Both parties acknowledge that they may be subject to the requirements of the Information Laws. Both parties shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the other party to enable to enable compliance with their obligations under the Information Laws;
- (b) transfer to the other parties all requests for information relating to this Agreement that it receives and cannot respond to as soon as practicable and in any event within 5 Working Days of receipt; and
- (c) provide the relevant party a copy of all information requested in the request for information, which is in its possession or control, within 5 Working Days (or such other period as may be reasonably specified).

11.4.2 Both parties acknowledge that they may be required under the Information Laws to disclose information without consulting or obtaining consent from each other party. Both parties shall take reasonable steps to notify the each other party of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement).

11.4.3 Notwithstanding any other term of this Agreement, both parties consent to the publication of this Agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the Information Laws.

11.4.4 Both parties shall, prior to publication, consult with each other on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. Both parties shall assist and co-operate with each other to enable each other to publish this Agreement in accordance with the Information Laws.

## 11.5 Data Protection Legislation

11.5.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

## 11.6 Severability

11.6.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

11.6.2 If any provision or part-provision of this Agreement is deemed deleted under clause 11.6.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## 11.7 Notices

11.7.1 Any notice given to a party under or in connection with this agreement shall be in writing marked for the attention of the party's Authorised Representative, and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case).

11.7.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

(d) A notice given under this Agreement is not valid is sent by email.

11.7.3 The party's Authorised Representatives are as follows:

(a) For Kent County Council: Transport Innovations Programme Manager Highways, Transportation & Waste, Kent County Council, 1st Floor, Invicta House, County Hall, Maidstone, ME14 1XX

(b) For the Council: [Name of council]

11.8 Dispute Resolution

11.8.1 The Parties shall attempt to resolve any disputes informally, acting in good faith. If the Parties have failed to resolve a dispute informally, the parties' Authorised Representatives shall hold formal discussions during a period of twenty (20) Working Days to attempt to resolve the dispute in good faith. If the parties' Representatives are unable to resolve the dispute, then the parties will attempt to settle the dispute by mediation in accordance with the Centre for Effective Dispute Resolution's (CEDR's) Model Mediation Procedure.

11.9 Force Majeure

11.9.1 Neither party shall be liable by reason of any delay in or failure to perform its obligations under this Agreement due to any Force Majeure Event cause beyond its reasonable control.

## 12. GOVERNING LAW

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

## LICENCE PLAN

THIS AGREEMENT HAS BEEN ENTERED INTO ON THE DATE STATED AT THE BEGINNING OF IT.

Signed for an on behalf of  
**THE KENT COUNTY COUNCIL**

Signed for an on behalf of  
[Name of council]

.....  
Authorised Signatory

.....  
Authorised Signatory

13.



## 7.2 Shoreham Woods

Jack Sadler is attending the meeting and Members can discuss with him if he can provide advice or whether the PC will need to seek advice from a land agent,

## 7.3 Riverside

The benches have been repaired.

## 7.4 Shoreham Village Hall

**Members resolved to agree the £1,240 +VAT for the electrical work and to pay 50% of the cost of installing the Fire Detection & Alarm system quoted at £11,800 + VAT.**

## 7.5 AGAR 22-23

The AGAR was submitted before the 30 June deadline and is on the website.

## 8 A225 Speed Reduction Project

To receive an update and agree next steps

-----Original Message-----

From: Nigel.Rowe@kent.gov.uk

Sent: Thursday, 29 June, 2023 2:42pm

To: cllr.roy@sevenoaks.gov.uk

Cc: clerk@shorehamparishcouncil.gov.uk

Subject: RE: Shoreham Traffic Management Plans

Hello Irene,

I hope you are keeping well.

Further to my message of the 23/6, I have some more updates received for some of the points raised by you as below, which Geoff Bineham has now had chance to re-visit and his answers are detailed in blue. Geoff has previously dealt with a lot of these requests and has therefore pointed out this in his comments on some issues raised. There are some items aside of the A225 scheme that I will be taking up as part of the parish HIP actions and awaiting answers from Whitney in Planning and Advice.

With regards to the A225 scheme, hopefully all your points have been clarified and we are now in a position where the drawings can be agreed by the parish council to enable me to invoice them accordingly and for the work to progress. I have enclosed the final draft drawings for their perusal. The total cost for the scheme including the additional signs for Fackenden Lane is £7,454.27, this includes 25% uplift for out of normal hours working (due to this being an A class road).

**Glasdon Gateways** A site visit has identified that there is enough space for the Gateways in the new locations if the vegetation is cut back. I would be grateful if you could reassess the new locations taking the vegetation into account and confirm that there is space for the new Gateways. Please could this request be actioned urgently so that the Gateway details can be added to the drawings. This has been answered previously and unfortunately it isn't a simple case of "there is enough space for the Gateways in the new locations if the vegetation is cut back". There is insufficient highway land on either side of Shoreham Road to install the smallest gate which is 1.5m wide with a 1.2m clearance from the edge of the carriageway (This clearance is required on high speed roads) and further clearance on the verge side for maintenance purposes, we do not own enough land to accommodate this. Furthermore, the 40mph terminal signs need clear visibility distance of at least 50m, which means that the vegetation that is mainly trees and dense shrubbery would need to be removed completely and regular maintenance undertaken to keep the gates clear, which KCC cannot guarantee.

**40mph speed marking for existing red surface at southern gateway** Happy to pay the additional cost, please include this in the breakdown requested below. Again this has been answered previously 40mph speed limit roundel road markings should only be used where observation of the speed limit is poor and the ATC data confirms that this is not the case. Therefore, we are unable to consider installing a road marking as requested.

**Pedestrian-Refuge at Station Rd junction** As requested, an email has been sent directly to Whitney covering outstanding issues (will copy you in). Again this has been answered previously we are unable to consider installing a pedestrian refuge as requested for the reasons explained previously.

**Foliage Covering Southern Gateway** The overgrown vegetation has now been reported via the fault reporting tool. N/A

**40mph Speed limit sign Fackenden Lane junction with A225** Could you confirm that the speed limit sign has been included in the basic design and there are no extra costs as per comments in red in your email? This has been added in the design but there will be an additional cost.

**Red road surface with speed markings at northern start of 40mph** Red surfacing has been used on the A225 on the approach to both Otford and Eynsford villages where the national speed limit drops to 30mph - it is not clear why the same exception from the lower speed of 50mph to 40mph is not being applied to Shoreham? Further, in Whitney's email (attached to your email) it states that, "current guidance on red surfacing is that it may be installed only at speed limit gateways"? This is exactly what Shoreham PC is asking for, i.e. red surfacing at a speed limit gateway? Please acknowledge as a matter of urgency that the red surfacing will be included at the speed limit Gateway as promised so that the details can be added to the drawings in time for implementation. Again this has been answered

previously we are unable to consider installing red coloured surface treatment as requested in line with our new policy.

Samuel Palmer bend (buff surfacing) Coloured road surfacing has been used extensively in other areas, particularly in Otford, in locations without a history of road traffic incidents or where pedestrians cross. It is felt that the nature of the request for coloured surfacing at this location has not been fully understood. The Samuel Palmer public house is situated on a 90-degree blind bend where traffic speeds are inappropriate for the environment, and where there are no safe footways/pavements. The Samuel Palmer pub is very popular and busy and only has a few parking spaces, as a result, vehicles are constantly parked on all sides of the Samuel Palmer bend. Consequently, pedestrians and vulnerable road users are forced into the centre of the road where vehicles are also reversing and manoeuvring to park. The location therefore does meet the criteria for the level of intervention requested to improve access and safety for pedestrians. I would be grateful therefore if you could please revisit this request. Again this has been answered previously we are unable to consider installing buff coloured surfacing as requested for the reasons explained previously.

Advice on construction of steps opposite SR 32 to link with new path We are grateful to you for the raising the PA enquiry and look forward to hearing from you on the request as soon as possible. P & A Team to respond?

#### SIGNAGE

Pedestrian Crossing Warning Signs Shoreham PC is happy to accept the 'Pedestrians in Road' warning signs suggested as a compromise - to be paid for out of Small Works budget. Please could you confirm that you are now able to proceed with this request. This would need to wait until the speed limit scheme is installed to ensure that the warning signs can be installed without obscuring the terminal signs for the speed limit.

New 'Free Car Park' directional sign near junction of High Street and Mill Lane The new car park sign to replace the existing car park sign and be relocated, was agreed by Whitney in summer 2020, there is therefore no need to make a new request. Please find attached a map showing where the existing car park sign is located (B) and where the new sign is to be relocated (A), a photograph of the new location is also attached. Please note, the wording for the new sign is to remain the same, but the distance needs to be changed to roughly 700 yds. (The reasoning for the new sign is to let visitors know that there is a car park they can use rather than park on the congested roads by the Crown Pub - they would not be able to see the present sign from point (A) on the map.) Please could you confirm that you are now able to proceed with this request as detailed. P & A Team to respond?

#### COSTS & DRAWINGS

I would be grateful if you could provide a breakdown of the total cost of £6904.38 for the Speed Reduction scheme as quoted in your email of 13th April 2023. The total cost for the scheme including the additional signs for Fackenden Lane is £7,454.27, this includes 25% uplift for out of normal hours working (due to this being an A class road).

We look forward to receiving the revised drawings as soon as they have been technically approved. Attached to this email

I hope all of the above clarifies the points you have raised. If you have any further questions though , please let me know.

Many thanks and best wishes

Nigel

Nigel Rowe | Community Engagement Officer (West) | Road Safety & Active Travel Group | Highways, Transportation & Waste | Kent County Council |  
03000 41 81 81|[www.kent.gov.uk/highways](http://www.kent.gov.uk/highways)

## 9. Correspondence and Information

### 9.1. Correspondence from residents

#### 9.1.1 Community engagement

Communication and Engagement agenda item

Background paper submitted by Ann Palmer 19 June 2023

The case for having members' commitment to creating and implementing a communications strategy and plan.

Context

*'As local (parish and town) councils are the closest level of government to their communities, it is essential for them to communicate effectively and strategically. In 2023, with the increasing reliance on technology and social media and the fact that councils are providing more services than ever, effective communication is essential in supporting effective governance'....*

*'As we've stated, effective communication is critical for councils to build trust with the community and promote engagement. By having a communications strategy and plan in place, listening to the community, better utilising social media and email newsletters and other platforms, and ensuring we provide easy access to information and acknowledging feedback, councils can improve their communication with their communities in 2023'.*

(NALC's Top 10 tips for effective community engagement in 2023, detailed at the back of this paper)

I had asked for the matter to be put on the agenda but the last meeting I attended just referenced it under correspondence from residents. The Chair didn't appear to have the context and the discussion wasn't a productive one. Cllr Thorpe helpfully suggested that as it was an important issue, it should be tabled formally to ensure a proper discussion and actions to be taken. With that in mind I have invested some time in this to help the members prepare for the discussion, and I hope it will be helpful.

Background

My husband Graham was elected to the PC at the last contested election in 2011 and so I really to understand and appreciate the work that unpaid members do.

I have mentioned in meetings that I have supported the PC over many years in my attempts to make people aware of what the PC is doing, to create a space for community conversation and to help the PC to keep a finger on the pulse of local concerns and debates. I had been part of a PC working group in 2014, where we discussed the benefits of engaging with social media. I also worked hard on the Traffic and Highways Working Group during 2016-17.

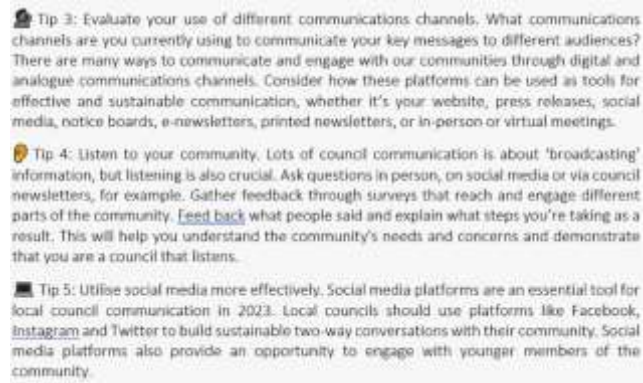
Localism assumes that local councils consult, listen and identifies what is missing, then agrees its priorities for action. Whilst the PC meets its statutory duties in terms of sharing information, I believe more can and should be done to ensure that its actions are better informed by the voice of the community and that communication channels are broadened to ensure the broadest reach, which supports the principles of diversity and inclusion.

Some parishioners are excluded from contributing to council meetings or consultations for the reasons we generally understand as social exclusion. Others are left out because of professional or parenting responsibilities, or they are intimidated by formal methods. Going to a community meeting in person is a significant investment, but dipping in electronically to share views on a single local issue doesn't take much effort and many find it a more comfortable way to contribute. (It seemed that more people joined Zoom PC meetings during Covid because they could get on with other things whilst listening to debates

and commenting about issues of interest. It is a shame that the High Court ruled that they could not continue).

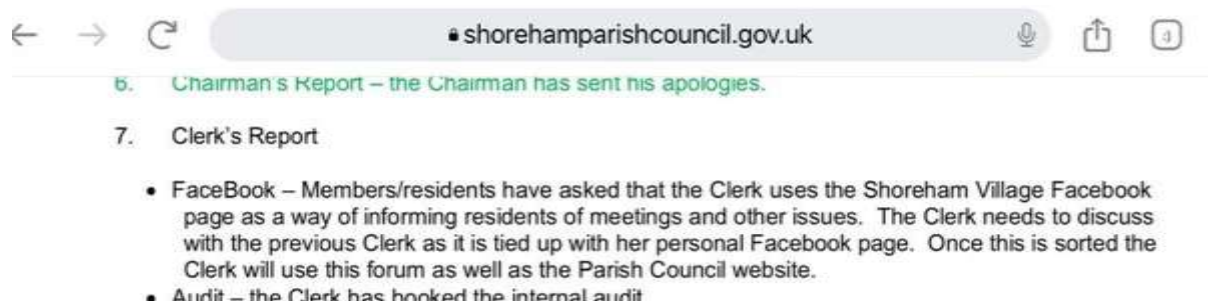
Social media (aka Shoreham Village Facebook group) - PC involvement

Social media is all about community. It connects people, encourages conversation and builds trust. It provides an opportunity to include more people in idea generation and decision-making. NALC encourages its use in its Top Tips, referenced previously:



I am well aware that the PC cannot and should not 'do business' over social media, and we encourage people to contact the Clerk directly if they wish to raise issues formally. However, being passionate about the community and being one of the admins of the busy Shoreham Village Facebook page enables me to have a good grasp of what's going on and what people care about. The PC is mentioned sometimes, which is why it is important that somebody within the PC is alerted to join the discussion as that enables one of the most valuable benefits of using social media which is to listen (and perhaps engage) with conversations that are already happening.

The process worked well when Sarah was Clerk and I was pleased that members had agreed that the system was to be continued, as shown in the minutes of the April 2022 meeting <https://www.shorehamparishcouncil.gov.uk/shared/attachments.asp?f=ff53112f%2Df935%2D4bbb%2D9c0c%2D0d46ea23d0a1%2Epdf&o=06%2DApril%2D2022%2DCouncil%2DMeeting%2Dpapers%2Epdf> f:



I am aware of the issues the Clerk experienced when she joined the group using her personal Facebook account. That wasn't ideal and it wasn't effective. I have raised it before and I am happy to help in finding a solution. In the interim, Cllr Jeffery is sometimes tagged directly and is usually very prompt in his response and I have taken it upon myself to (temporarily) take on the job of sharing posts on the SPC Facebook group to the main one. There needs to be a pragmatic solution and it may be that Cllr Jeffery is happy to be the designated member to engage proactively in all relevant matters raised on the main Facebook group. That could be a very quick win if the Clerk is not able to take the role on.

## Website issues

The website appears to be completely down at the moment.

At the June PC meeting I mentioned two specific issues; the loss of function of the email alerts for minutes and agendas (raised 18 months ago and several times since, but no fix yet; having them pushed through rather than having to search for them is far more user-friendly and engaging) and the recent planning applications log. Perhaps somebody could attend to these glitches please.

## Quality Award Criteria and best practice

For many years SPC had been accredited as a Quality Parish Council. Whilst the current PC may not have an appetite to work towards any of the current local council award schemes, some of the criteria provide helpful references to illustrate best practice in the area of community engagement, e.g.

- A community engagement policy involving two-way communication between council and community; one that demonstrates the council's commitment to hearing what people in the community think and communicating its own actions and decisions.
- Evidence showing how electors contribute to the Annual Parish Meeting; for example, it could be an invitation to attend and participate in discussions or a record of how community groups spoke about their use of grant funding over the last year (the turnout at the last APM was very low)
- The council is expected to produce an annual report, online material and regular news bulletins throughout the year. The annual report and news bulletins must be online even if they were also distributed in hard copy such as in printed newsletters or village magazines. If the council uses social media such as Facebook or Twitter, this will be evident from the council's website. The accreditation panel will read the materials looking for evidence of community engagement, council activities and promoting democratic processes. The panel expects to see that the council consults the community in at least three different ways (such as surveys, focus groups, online or street polls and community workshops) and engages with other organisations, including community groups and the principal authority(ies). It will look for at least three positive actions for the community in the last year.
- Evidence of a customer service in how the council handles correspondence with the public

<https://www.nalc.gov.uk/library/our-work/lcas/1855-lcas-guide/file>

In summary, I ask that members consider the benefits of creating and implementing a communications strategy and plan. I am a collaborator by nature and hope that we can work together to build on existing channels to get better two-way communication and community engagement.

Please let me know when the issue will be tabled for discussion.

:

# NALC To 10 tips for effective community engagement in 2023

Thursday, 06 April 2023

'As local (parish and town) councils are the closest level of government to their communities, it is essential for them to communicate effectively and strategically. In 2023, with the increasing reliance on technology and social media and the fact that councils are providing more services than ever, effective communication is essential in supporting effective governance.

Here are Breakthrough Communications' Top Ten Tips for local councils to improve their communication with their communities in 2023:

Tip 1: Take a strategic approach to communications and have a clear plan in place. Council communications often reflect the 'here and now' of meetings, events and various topical issues but less often reflect the council's strategic priorities. It's crucial that parish and town councils of all sizes take a strategic approach to communications and have a resource-appropriate plan that ties in with their council-wide aims and objectives.

Tip 2: Consider your key audiences and key messages. What do you want the community to know and understand about the council? What are your council priorities, services and facilities and how can we communicate these effectively? Which audiences are you trying to communicate those messages to? These are essential questions to explore as you implement your council's communications strategy.

Tip 3: Evaluate your use of different communications channels. What communications channels are you currently using to communicate your key messages to different audiences? There are many ways to communicate and engage with our communities through digital and analogue communications channels. Consider how these platforms can be used as tools for effective and sustainable communication, whether it's your website, press releases, social media, notice boards, e-newsletters, printed newsletters, or in-person or virtual meetings.

Tip 4: Listen to your community. Lots of council communication is about 'broadcasting' information, but listening is also crucial. Ask questions in person, on social media or via council newsletters, for example. Gather feedback through surveys that reach and engage different parts of the community. Feed back what people said and explain what steps you're taking as a result. This will help you understand the community's needs and concerns and demonstrate that you are a council that listens.

□ Tip 5: Utilise social media more effectively. Social media platforms are an essential tool for local council communication in 2023. Local councils should use platforms like Facebook, Instagram and Twitter to build sustainable two-way conversations with their community. Social media platforms also provide an opportunity to engage with younger members of the community. Tip 6: Use email newsletters. Email newsletters, or e-newsletters, are an effective way for local councils of all sizes to keep the community informed about news, events and key council messages. These newsletters can be sent to subscribers regularly and, if set up correctly, can reduce administrative burdens for council officers. Get in touch if you need help setting one up and getting started.

Tip 7: Provide easy access to council information. Your council website should be designed to provide easy access to information about council services, policies, and procedures. Providing access to information can help build trust in the community. Signpost to the website through all your other communications channels, including social media.

Tip 8: Consider the use of language. Council communications should be clear and concise to avoid confusion. Use easy-to-understand language and avoid technical jargon or acronyms to ensure that the community understands the information being presented. Don't assume prior knowledge in communications; if you have something important to say, don't just say it once. The most effective communication should be repeated, repeated, repeated. Build a narrative and tell a story.

Tip 9: What do we sound like in our communications? The tonality issue is an increasingly important factor when assessing the effectiveness of council communications. For example, digital channels such as social media can sometimes be 'tone deaf', and what people say can often be misinterpreted. Consider ways to overcome this problem by asking ourselves how we want to come across in our communications and whether we should differentiate our tone of voice in different communications channels. The use of video and other devices, such as emojis, can also be helpful. Emojis, when utilised appropriately, can help convey a particular tone of voice and make content stand out (look how we've used emojis in this blog post, for example 🍌).

Tip 10: Use video and multimedia. Incorporating a range of media into council communications can effectively explain complex subject matter, build trust and break down invisible barriers between councils and their communities. Videos, infographics, and images can make council information more accessible and interesting. Video, whether pre-recorded or live, whether long or short, can go a long way to communicate a message in an engaging way.

#### Next steps

As we've stated, effective communication is critical for councils to build trust with the community and promote engagement. By having a communications strategy and plan in place, listening to the community, better utilising social media and email newsletters and other platforms, and ensuring we provide easy access to information and acknowledging feedback, councils can improve their communication with their communities in 2023.

If your council would like support to achieve this, you can book a free discovery call to explore how Breakthrough Communications can help your council create a communications and community engagement strategy in 2023.'

Tags: [https://www.nalc.gov.uk/news/entry/2437-top-10-tips-for-effective-community-engagement-in-2023?fbclid=IwAR07L8XV4SbK372xiQmpAeL6CdORtZN9uQtBYvNluEYRY0-fHBA7oWKR30\\_aem\\_th\\_ARE4XsBLWF9oR6M4rXfEBInHKQzGOCGAMZVsQX6wKQlidjmDUZYNw-89JxxEbx\\_5S4](https://www.nalc.gov.uk/news/entry/2437-top-10-tips-for-effective-community-engagement-in-2023?fbclid=IwAR07L8XV4SbK372xiQmpAeL6CdORtZN9uQtBYvNluEYRY0-fHBA7oWKR30_aem_th_ARE4XsBLWF9oR6M4rXfEBInHKQzGOCGAMZVsQX6wKQlidjmDUZYNw-89JxxEbx_5S4)



### 9.1.2 Millenium Path, Wildlife signs and Metal Soldier

-----Original Message-----

From: "Steve Birkin"

Sent: Sunday, 4 June, 2023 7:30pm

To: clerk@shorehamparishcouncil.gov.uk

Cc: "Jonathan Histed" <jhisted421@aol.com>, brianjeffery13@outlook.com

Subject: Various

Hello Amanda and the new parish council.

I keep forgetting to email about some of the issues that I'd really appreciate the new parish council considering.

So please forgive me if this is a sort of 'job lot'!

Some sort of barrier at the bottom of the Millennium path.

People love this path - it has been of huge benefit to the village and to visitors. However, it is quite dangerous on the corner where it reaches the road. I have seen a number of 'near misses' when children rush onto the road and a car has been forced to swerve to avoid them

Im not sure what might be feasible, but Id welcome the thoughts of the parish councillors on this.

Possible support for local wildlife groups who are campaigning for the small wildlife warning signs in Filston Lane and other areas of the parish where there is a high wildlife mortality rate

As you know, many small mammals - as well as larger ones - are killed along Filston Lane - and in other areas such as Shacklands and Castle Farm Road. I am chairman of the West Kent Badger Group. We have been asking for the relatively new official sign ( depicting a hedgehog) for some years. Our own home made signs ( tacitly approved by the previous leader of the SDC) are regularly removed from Filston Lane by someone unknown. Roger Gough has recently said he would look into why KCC havent given proper consideration to the official signs.( it would be KCC's responsibility to put up a sign).

Councillors probably know that at least 5 badgers have been killed along Filston Lane in the past 20 months and a number of foxes and deer too. We do not know whether a wildlife sign would prevent these deaths but they might help to persuade drivers to reduce their speed at night. The WKBG would be so grateful if the parish council would consider supporting us.

Policy regarding the metal soldier outside the village hall.

I realise that it is important that we respect the people whose lives were cut short through war. However, my understanding was that the metal soldier was to be erected outside the hall around the time of remembrance Sunday and was taken down until the following year. Am I wrong?

Your thoughts and views on these matters would be most appreciated.

Best Wishes

Sheila Birkin

### 9.1.3 Shoreham Village Parking

-----Original Message-----

From: "Andy Dimbleby"

Sent: Thursday, 29 June, 2023 9:00am

To: clerk@shorehamparishcouncil.gov.uk

Subject: Shoreham Village Parking

Further to our recent telephone conversation I would like to raise the matter of parking in the village with the Parish Council.

I appreciate this is a subject that has been discussed before, but I believe it now warrants further consideration.

I am particularly concerned about parking in Mill Lane as parking both sides of the Lane restricts access for residents, deliveries and more importantly emergency services vehicles, but there are well known problem areas elsewhere.

There is clearly insufficient resident parking and the problem is exacerbated at weekends.

I appreciate this is a very contentious subject, that residents can't ( and don't) expect to be able to park outside their homes, but it is not unreasonable to be able to park somewhere, and in future have the means to charge their cars.

Thank you

Andy Dimbleby

New Oxbourne Farm

Mill Lane

but clearly there are issues elsewhere. I Regular parking on both sides at the top of the lane restricts access to my drive, shared by four other households, and has regularly resulted in essential deliveries having to be rescheduled. Emergency services vehicles are unable to gain access to any of the properties in the Lane( what happened to David/ ambulance). Residents of Oxbourne Cottages regularly have vehicles parked directly in front of their windows and to illustrate the increasing level of frustration a car has been damaged with paint stripper.

S

denied access, which Recently an ambulance was unable to gain access as large

.

## 9.2. General Correspondence

# KENT PCC NEWS

Special Edition  
2023



## Rural crime meeting with Maidstone MPs and Farmers

This is a special “rural” edition of our newsletter. The PCC has recently been meeting with MPs, local councillors and farmers, to discuss rural crime around the county.

He would like to update you about the work which is underway to try to alleviate some of the problems.

### Matthew Scott

Letter from the Police and Crime Commissioner  
Sutton Road,  
Maidstone, Kent ME15 9BZ



*Dear Resident*

9 June 2023

Rural crime has always been a priority for me. Crime is important no matter where it takes place and this has always been a guiding principle of my Police and Crime Plan. I therefore wanted to update you on rural matters that have been raised with me in recent months that Kent Police and I have acted upon. First, I'm pleased to report that the Chief Constable has added Rural Crime to the Control Strategy. The control strategy is the document that sets out the operational priorities for crime prevention, intelligence and enforcement.

[contactyourpcc@kent.police.uk](mailto:contactyourpcc@kent.police.uk)  
[kent-pcc.gov.uk](http://kent-pcc.gov.uk)

It provides the force with a framework to ensure officers and staff focus on the crime types and offenders causing most harm within our communities and presenting most risk to law-abiding residents. This was a key ask of the NFU and I'm pleased this has been listened to.

Secondly, the Neighbourhood Policing Model has started its transition this week. This means that every ward will have a named Officer, and as the Chief Constable has said at my Performance and Delivery Board this week, this will effectively mean having rural beat Officers. These changes are already being seen across the county as the phased roll out of beat Officers begins. On top of this seven PCSOs will be added to the specialist Rural Crime Taskforce.

I have worked with MPs to lobby for greater penalties for flytipping. The Government has listened and will be bringing forward plans on this issue to put these in place. Additionally, the Government is consulting on legislation relating to equipment theft and prevention, so it would be great to see submissions from Kent. You can access the consultation at <https://www.gov.uk/government/consultations/equipment-theft-prevention-bill-call-for-evidence/equipment-theft-prevention-bill-call-for-evidence-accessible-version>.

On crime reporting, 101 call waiting times have improved. Call attrition (the numbers who disconnect/hang up without answering) is regularly below 10% now, down from a peak of 55% in October. Average waiting times across the 24-hour period were down to less than three minutes. A long term plan is being put in place that will see resources focussed on the Force Control Room so that the improvements that we have seen so far continue in the months ahead. Please remember you can call 999 when life is in danger or when there is a crime in progress, regardless of how serious it is. You can find out more about all the options to report crime at [www.linktr.ee/victimvoice](http://www.linktr.ee/victimvoice).

Finally, response policing was an issue. The Chief Constable has added 300 Officers to Local Policing Teams to deal with emergency calls in the last year which will help with the initial response to crime and antisocial behaviour.

I hope that this update is helpful to you.

Yours faithfully



@kent\_opcc



@KentPCC



@PCCKent



Kent PCC's office

**[contactyourpcc@kent.police.uk](mailto:contactyourpcc@kent.police.uk)**  
**[kent-pcc.gov.uk](http://kent-pcc.gov.uk)**

## **10. Governance**

10.1 To agree the following documents:

The following documents are on the website and have been emailed to Members.

- Code of Conduct
- Standing Orders
- Financial Regulations



## Section 101 Delegation

### Shoreham Parish Council

#### S101 delegation of powers

The Scheme of Delegation (s101 of the 1972 LGA), provides for delegating authority to the Clerk for making decisions on behalf of the council as and when appropriate. S101 requires formally agreed Terms of Reference by the Council. It needs to be based in Terms of Reference (a sheet of A4 rules – see Scheme of Delegation below) that sets out the key themes of the delegation and the financial thresholds that apply.

#### **Delegation of Power**

Section 101 of the Local Government Act 1972 provides:

- That a Council may delegate its powers (except those incapable of delegation) to a committee or an officer.
- A Committee may delegate its powers to an officer.
- The delegating body may exercise Powers that have been delegated.

Any delegation to the Proper Officer shall be exercised in compliance with the Council's Standing Orders, any other policies or conditions imposed by the Council and within the law.

The Proper Officer may nominate another named Officer to carry out any powers and duties, which have been, delegated to that Officer.

In an emergency the Proper Officer is empowered to carry out any function of the Council.

Where officers are contemplating any action under delegated powers, which is likely to have a significant impact in a particular area, they should also consult a minimum of two Members, and must ensure that they obtain appropriate legal, financial and other specialist advice before action is taken.

The following items may not be delegated to the Clerk:

- To appoint the Chairman and Vice-Chairman in May each year
- To sign off the Governance Statement by 30<sup>th</sup> June each year
- To set the precept
- To appoint the Head of Paid Service (Clerk)
- To make byelaws
- To borrow money
- To consider any matter required by law to be considered by Council.

#### **To the Proper Officer LGA 1972 s101**

The Council's Scheme of Delegation authorises the Clerk to the Council to act with delegated authority in the specific circumstances detailed:

#### **To take action:**

1. To take action on any issue that cannot wait until the next Parish Council meeting; as a temporary measure the Proper Officer is empowered to take any and all decisions that would normally be taken by Full Council, or a committee or a working group, having consulted a minimum of two Members. Consultation may be by email or by telephone or by virtual meeting, followed by a confirmation email.
2. If circumstances do not permit the input of at least two councillors, the Clerk would normally be expected to consult the Chairman or Vice Chairman if the Chairman is unavailable and take his/her view into account.

#### **Financial thresholds:**

3. To authorise expenditure on items where the Council has previously approved the budget to a maximum of £3,000 per transaction having consulted a minimum of two Members and the Chairman, or to a higher level where the Council has agreed & minuted the expenditure at a prior meeting. Additionally, these Members should be independent of the two Members who will authorise the payments within the online banking system. For the avoidance of doubt, this includes any payments that will be overdue before the next scheduled Council Meeting or where discounts may be lost to the Council; to include normal salaries and all items specifically budgeted for, contracted for or expenditure previously agreed by Council at a meeting.
4. To incur expenditure on behalf of the Council, which is necessary to carry out any repair, replacement or other work or essential project which is of such extreme urgency that it must be done at once, whether or not there is any budgetary provision for the expenditure, subject to a limit of £1,000.00 per transaction, having consulted the Chairman and taken on board his views – suggest change to “having consulted with the Chairman or Vice Chairman and Chairman of the F&P Committee”.
5. To take any action regarding minor repairs or purchases (up to a cost of £500.00 per transaction) having consulted the Chairman and taken on board his views – suggest change to “having consulted with the Chairman of the F&P Committee or Chairman of the Amenities Committee”.

#### **Planning Matters:**

6. Planning applications will be received by the Clerk and responses determined by the Clerk following consultation with a minimum of two Members who are currently members of the Planning Committee.
7. The Planning Committee delegate authority to the Clerk to request any application be referred to Sevenoaks District Council Planning Committee for decision.

#### **Delegation Limitations, Record keeping & Reporting:**

8. Records will be kept demonstrating a clear trail (particularly around decision making in any form).
9. All decisions will be reported at the next available Full Council Meeting.
10. Delegated actions shall be in accordance with Standing Orders and Financial Regulations and in line with directions given by Council from time to time and this Scheme of Delegation, and where applicable any other rules/regulations and legislation.

Date approved ..... Minute number .....  
 Date for review July 2024

10.2 To agree the Terms of Reference for the following Committees/Working Parties

- Planning
- Amenities
- Highways & Footpaths
- Finance & Personnel

## **TERMS OF REFERENCE FOR COMMITTEES AND WORKING PARTIES**

### **DELEGATION FROM THE COUNCIL**

These Terms of Reference were agreed by the Parish Council at its meeting on 5 July 2023 and recorded in the Minutes.

### **PROCEDURES**

The Committees will operate in accordance with Local Government law in accordance with the Council's Standing Orders and Code of Conduct.

The Committees will submit their minutes of meetings for ratification to the next meeting of the Parish Council.

The Committees will submit a budget to the Council for the forthcoming financial year at the appropriate meeting in the autumn.

#### **Planning Committee**

The Committee shall:

- Decide the Council's responses to consultations on planning applications from Sevenoaks District Council and from Kent County Council;
- Make recommendations to the Council on statutory and non statutory planning policy documents;
- Select from its membership a person, or persons, to represent the Council at site meetings, public enquiries, etc to represent the Council's previously agreed views;
- Produce draft responses to other consultations for approval by the full Council.

The Committee cannot incur any expense without prior approval from the full Council.

#### **Amenities Committee**

The Committee shall:

- Recommend to full Council actions to be taken regarding existing Amenities and Services;
- Recommend to full Council additional amenities and services;
- Authorise, through its proper officer, any emergency work required to be done in the interests of public safety of Council owned amenities.

The Amenities and Services Committee may authorise expenditure as long as it aligns with the annual Amenities budget, approved by full Council in January of each calendar year. The Amenities and Services Committee may also authorise expenditure of items of £500 or less, which do not form part of the annual budget. All other expenditure must be referred to Full Council.



### **Complaints/Grievance Committee Functions**

The Committee shall:

- Make recommendations to full Council on procedures for handling complaints and grievances;
- Deal with formally raised complaints made against the Council regarding matters over which the Council does or could exercise a power, duty or control in accordance with the Council's complaints procedure;
- Deal with formally raised employee grievances in accordance with the Council's grievance procedure
- Appoint a hearing panel for employee grievances
- Take any necessary legal advice in regard to a formal employee grievance
- Have authority to book a meeting room inside or outside the Parish
- Have authority to take disciplinary actions resulting from a complaint or grievance.

### **Finance & Personnel Working Party**

The Finance & Personnel Working Party shall:

- Assist the clerk in advising the Council in respect to: finance including cash flow; setting the annual budget; investments; insurance and property.
- Advise on staffing and related issues.
- Carry out the Clerk's appraisal and make recommendations to the full Council
- Advise on premises and other assets/liabilities.
- Make recommendations to full Council in regard to financial matters.

### **Highways & Footpaths Working Party**

The Highways & Footpaths Working Party shall:

- Assist the clerk in ensuring the Highways Improvement Plan is up to date.
- Meet and correspond with the Highways representatives, as required.
- Meet and correspond with the District and County Councillors in relation to Highways and Footpaths matters, as required.
- Advise on all matters regarding Highways and Footpaths
- Make recommendations to the full Council in regard to Highways matters

## 11. Finance

### a. To agree items received, payable and paid

#### Items Paid 1 June to 30 June 2023

##### PAYMENTS LIST

Voucher	Code	Date	Description	Supplier	VAT Type	Net	VAT	Total
66	Car Park	01/06/2023	Business Rates	Sevenoaks District Council	X	88.00		88.00
53	Cricket Club	05/06/2023	Water Tank for Cricket Club	Tanks Direct	S	1,273.00	254.60	1,527.60
65	Office telephone	05/06/2023	Office telephone	O2	S	13.08	2.62	15.70
67	Toilets	05/06/2023	Electricity	EDF Energy	L	308.57	15.43	324.00
46	Broadband	06/06/2023	Broadband	Mrs A C Barlow	X	10.00		10.00
45	Shoreham Woods	06/06/2023	Poster Printing	Kall Kwik	S	126.67	25.33	152.00
47	Office Rent/Storage	06/06/2023	Office Allowance	Mrs A C Barlow	X	30.00		30.00
48	Clerk's mileage	06/06/2023	Mileage	Mrs A C Barlow	X	36.72		36.72
63	Clerk's mileage	06/06/2023	Mileage	Mrs A C Barlow	X	34.56		34.56
64	Grasscutting Shoreham	07/06/2023	Grass cutting	GF Garden Maintenance	X	215.00		215.00
55	Computer/Printer Consumables	08/06/2023	Website	Hugo Fox	S	29.99	6.00	35.99
54	Insurance	08/06/2023	Insurance	Arthur J Gallagher Insurance	X	1,674.66		1,674.66
56	Printing Gazette/Shoreham Post	08/06/2023	Printing Shoreham Post	Shoreham PCC	X	90.06		90.06
57	Hall/Emergency Room Hire	08/06/2023	Hall hire	Shoreham Village Hall	X	120.00		120.00
58	Notice Boards	08/06/2023	Notice Board	Nature Sign Design	S	735.00	147.00	882.00
59	General repairs	08/06/2023	Bollards Shoreham Green	Flash Mobile Welding Services Ltd	S	750.00	150.00	900.00
60	Email Hosting Charges	08/06/2023	Email Hosting	Vision ICT	S	18.00	3.60	21.60
61	Email Hosting Charges	08/06/2023	Annual Email Hosting Charge	Vision ICT	S	144.00	28.80	172.80
62	Email Hosting Charges	08/06/2023	Annual Email Hosting Charge 22	Vision ICT	S	144.00	28.80	172.80
68	Allotments	28/06/2023	Water charges	Castle Water	L	21.12	1.06	22.18
69	Allotments	28/06/2023	Water charges	Castle Water	X	40.11		40.11

#### Items to be Paid @ 5 July 2023

4 July 2023 (2023-2024)

##### Shoreham Parish Council PAYMENTS LIST

Voucher	Code	Date	Description	Supplier	VAT Type	Net	VAT	Total
75	Computer/Printer Consumables	06/07/2023	Website	Hugo Fox	S	29.99	6.00	35.99
76	Hall/Emergency Room Hire	06/07/2023	Hall hire	Shoreham Village Hall	X	60.00		60.00
78	Toilets	06/07/2023	Toilet Supplies	Goldservise Contract Cleaning Ltd	S	140.62	28.13	168.75
77	Grasscutting Shoreham	06/07/2023	Grass cutting	GF Garden Maintenance	X	430.00		430.00
79	Audit fees	06/07/2023	Internal Audit	Julia Chamberlain	X	160.00		160.00
80	General repairs	06/07/2023	Repair to benches at Riverside	Midas Building and Landscaping	X	380.00		380.00
82	Tennis courts	06/07/2023	25% of Refurbishment Costs for tennis court and MUGA	Trevor May Contractors Ltd	S	8,905.50	1,781.10	10,686.60
81	Notice Boards	06/07/2023	Oak Notice Board	Nature Sign Design	S	735.00	147.00	882.00
<b>Total</b>						<b>10,841.11</b>	<b>1,962.23</b>	<b>12,803.34</b>

## b. Request for a grant from Darent Valley Community Rail Partnership

-----Original Message-----

From: "Sarah Newman" <Sarah.Newman@sevenoaks.gov.uk>

Sent: Tuesday, 27 June, 2023 12:02pm

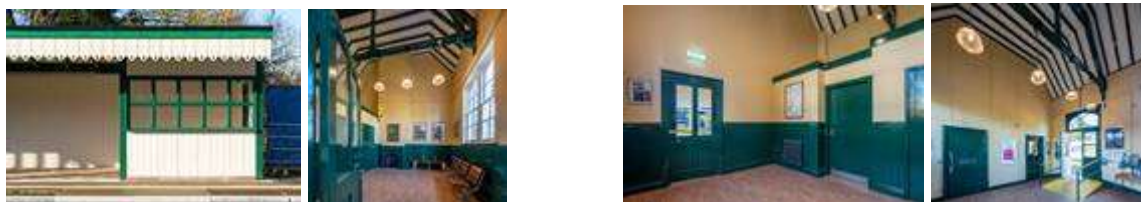
To: "Parish.Council, Shoreham" <clerk@shorehamparishcouncil.gov.uk>

Subject: Darent Valley Community Rail Partnership - request for contribution

To the clerk,

We are writing to you to request a contribution towards the Darent Valley Community Rail Partnership for the current financial year (invoice attached). First of all, many thanks for your support to date. This has meant that we have been able to continue to promote sustainable travel within our area and improve the stations along the line.

If you haven't had a chance to visit it, please do have a look at the interior of Eynsford station, one of our main projects last year. Up for an award with Rail Heritage Trust, in 2022 we worked with Southeastern on completely renovating the interior, adding a new waiting room with information panels and seating. Thameslink also helped us add an accessible toilet (available during station opening hours). Together with the beautifully rebuilt heritage platform shelter and an abundance of flowers (thank you Eynsford in Bloom), the station has improved a great deal. We hope you think so too!



Other initiatives include:

- The creation and sale of six stunning posters to promote each station, now selling well at Bat & Ball station café, the promotion of which attracted extensive social media coverage and the interest of BBC South East news
- Collaboration on two Thameslink trails featured on Scenic Rail Britain: <https://www.scenicrailbritain.com/countrysidecapitalcoast> designed to inspire rail travellers to explore the Thameslink lines north and south of our area (but of course to come here too!)
- A photography exhibition at Bat & Ball station - 'New Views of the Darent Valley' - in May 2023, for which we worked with the Sevenoaks Camera Club on exhibiting photographs taken from areas close to each station along the valley. The exhibition attracted visitors to Bat & Ball station, engaged the local community, and celebrated the beautiful valley we all enjoy
- Welcoming visitors from the Sevenoaks Twin Town of Pontoise (near Paris) and entertaining them with a talk about our work and the history of the railway line (plus our French connections)
- Applying for permission to add signage outside our rural stations, to help visitors find their way
- Negotiating with Southeastern to continue our renovation work, focusing on Shoreham station next with Otford to follow
- Replanting the planters we installed the previous year at each station and adding a large wooden planter at Shoreham station
- Improving biodiversity at the stations by adding pollinator-friendly plants and commissioning bird boxes
- Working with partner organisation the Darent Valley Landscape Partnership Scheme on a fabulous collection of Rail Trails<<https://darent-valley.org.uk/explore-the-darent-valley/the-darent-valley-trails-app/>> (which can be downloaded on the Darent Valley Trails app but are also available as a pack), on road speed reductions near stations and on a new path from the station at Shoreham to the village (now finished and very well used)

There is much more to add, but that's plenty for now.

[If you pay by Standing order, this invoice is for your information only.]

**12. Next meetings (all starting at 7:30pm in Shoreham Village Hall unless otherwise stated)**

- a. Planning (if required) Meeting – Wednesday 19 July 2023
- b. Planning (if required) Meeting – Wednesday 2 August 2023
- c. Planning (if required) Meeting – Wednesday 16 August 2023
- d. Planning (if required) Meeting – Wednesday 6 September 2023
- e. **Planning (if required) and Council Meeting – Wednesday 20 September 2023  
at Well Hill Mission Church**

Amanda Barlow, Clerk to Shoreham Parish Council