

POULSHOT PARISH COUNCIL

**MINUTES OF THE
FULL COUNCIL MEETING
HELD IN THE VILLAGE HALL
TUESDAY 9th SEPTEMBER 2025 at 7.30 pm**

PRESENT: Cllr Mike Davis (Chair)
Cllr Liz Bissett (Vice Chair)
Cllr Chris Dyke
Cllr Tim Hues
Cllr Claire Church
Cllr Frances Nixon (*joined the meeting at 19:54*)
Cllr Reay (Wiltshire Council)

OFFICER: Jeannette Young (Clerk)

PUBLIC PARTICIPATION: 15 Members of the public were in attendance

Comments:.

- A few residents whose homes back on to the Amenity land felt displeased that they hadn't been consulted over the planned Village Orchard and its planting. There were some comments about wanting to see timescales for planting and the lack of previous maintenance. Concern was voiced over the extent of planting and what the grant maintenance covered.
- Another resident expressed that any consultation regarding the Orchard should include all residents of Poulshot, rather than only a select group.
- There was also a request made for a Village Speed Watch to be set up, in which the resident offered to help lead on the project.

63/25/26 Apologies

There were no apologies received, all members were present.

64/25/26 Declarations of Interest

There were declarations of interest from Cllrs Church and Bissett regarding Townsends Farmyard update and a declaration of interest from Cllr Davis regarding a planning application.

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65/25/26 Minutes

It was proposed by Cllr Dyke, seconded by Cllr Bissett and **UNANIMOUSLY RESOLVED** to confirm the Minutes of the Extraordinary Meeting of the Parish Council held on 14th August 2025 as a true record. The Minutes were duly signed by the Chairman Cllr Davis.

66/25/26 Chairmans Announcements

The following announcements were made: -

- The Solar Farm will be considered at one of two possible meetings either the Eastern Area Planning meeting due to take place on the 2nd October in Devizes or the Strategic Planning meeting taking place on 22nd October in Trowbridge.
- The police report that arrived too late for the agenda was briefly touched on and it was noted that there were no activities or crimes mentioned that related to Poulshot.

67/25/26 Co-Option Applications

The received Co-option application, in which the candidate met the necessary criteria was considered and furthermore it was proposed by Cllr Dyke, seconded by Cllr Church and **UNANIMOUSLY RESOLVED** to appoint the candidate to the position of Poulshot Parish Councillor.

Members warmly welcomed Frances Nixon and after signing the Declaration of Acceptance of Office, Co-opted Cllr Frances Nixon was invited to join members at their table, the meeting then continued.

68/25/26 Police Report

No report had been received in time for inclusion on the agenda, so the Chairman referred to the update received in his announcements.

69/25/26/ Update from Wiltshire Councillor Tamara Reay

Cllr Reay, referred to the road improvement works that had started at Black Dog Crossroads. She stated that SSE were in the process of installing the necessary electric cables, temporary lights were being placed ahead of any road closures/works and to be aware that these closures may cause issues for Poulshot residents. Highways had issued notice of speed reduction signs for the dual carriageway at Caen Hill and planned works at the junctions would not take place until the work at Black Dog Crossroads had been completed, possibly looking at the middle of next year.

Concerns were voiced that the chicane on Worton Road is too close to a bend, increasing the risk of a head-on collision due to speeding cars.

The Solar Farm planning application is scheduled to be presented at one of two meetings in October. The first potential meeting is the Eastern Planning Meeting, set for 2nd October in Devizes, while the Strategic Planning Meeting is planned for 22nd October 2025 in Trowbridge. Cllr Reay stated that once the correct meeting is identified, she will inform the group intending to speak. The group being Cllr Bissett

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on behalf of the parish council, Mr T Jalland, Mr B Hamilton and a lady from Campaign to Protect Rural England (CPRE).

70/25/26 Planning Applications:

Application Ref:	PL/2025/06644 - Proposed Works to Trees in a Conservation Area https://development.wiltshire.gov.uk/pr/s/planning/application/a0iQ300000G0f0L	It was proposed by Cllr Bissett, seconded by Cllr Dyke and agreed that Members had no objection to this application.
Application Link:		
Address:	BARLEY HILL HOUSE, 9 BARLEY HILL LANE, POULSHOT, DEVIZES, SN10 1RS	
Proposal:	T1 - Prunus tree - fell	
Applicant Name	Mr William Warden	
Case Officer:	Sue Morgan	
Respond By:	10 th September 2025 Extension Granted	

71/25/26 Working Group Notes – Tree Survey

Members considered the single quote that had been received, concern was expressed about the cost quoted because it far exceeded the budget set aside for works. It was agreed that the Chair would seek another two quotes to be received before the next meeting in November.

72/25/26 Townsend Development Update from Gaigers

The following update was noted

"We have completed the demolition works, probably the noisiest task, and thank everyone for their patience with this. We have now moved onto stripping site, putting in site roads and drainage. We'll shortly be able to assess the site boundaries a little better than we have been able to do previously, at which point we'll make contact directly with relevant neighbours to discuss any issues as is required.

One slight issue, which I know has been raised by one or two residents, is that we have had to drive lorries through the village on a couple of occasions. Once was when Worton was closed for road works and the other was when a Poulshot business wanted us to supply some of our excess hardcore to them, so of course we had to drive there.

I am sorry for the inconvenience this caused, but I am afraid it was out of our hands. We will do all we can to avoid this happening again."

73/25/26 Village Trust Update

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Following the update from the Village Trust three requests were considered with a query over the cost of a second skip and if there were funds in the budget to cover it. It was confirmed that most of the budget provision had already been used, however there was money in the general reserve that could be accessed.

- It was therefore proposed by Cllr Bissett, seconded by Cllr Hues and **UNANIMOUSLY AGREED** that to enable the Village Trust to continue with clearance and disposal of the bulrushes and the non-native invasive New Zealand Pygmy weed from the Village Pond a second skip be hired as soon as practicable and for additional funds for the skip hire to be taken from General Reserves.
- Regarding removal of Ivy from the trees in the Green Gardens, it was Proposed by Cllr Bissett seconded by Cllr Hues and **UNANIMOUSLY AGREED** to grant permission to the Village Trust to remove Ivy from the trees in the Green Gardens .
- Further to the request for permission to deepen the pond on the lower part of the Green, permission was granted with the offer of a local contractor who is working for another business to help clear the silt and some of the close ditches at no cost. This offer was received with thanks, and the work should be carried out late September / October.

74/25/26 Amenity Field Update

Following the clarification of the site's history by the Chair. It was then proposed that the field should be topped. It was explained that Idverde had been contacted several times to come out and top the area, but they had not been responding to the requests. A comment was received regarding the density of the planting, and if this could be reduced. There was also concern raised that if the planting of the trees was deferred, the contractor would not have availability later in the year during the planting season. A question was asked if grass needed to be sown before the planting of the trees? It was confirmed that this was not mentioned as necessary in the plan. It was finally suggested that the contractor be contacted and asked for another planting design that could be considered along with the original plan. It was thought that once the second plan had been received a possible consideration meeting could be called to consult with residents of Poulshot on their preference of the two plans, this being prior to an extraordinary meeting being called, to make the final decision. In the meantime, clarification was needed on whether a planning application was necessary for planting the hedge.

75/25/26 Firework and Bonfire Night.

Following confirmation of public liability cover with the Councils Insurance provider, and clarification of the terms of reference for a new Fireworks Event Working Group. It was proposed by Cllr Bissett, seconded by Cllr Dyke and **UNANIMOUSLY RESOLVED** to approve the Fireworks Event Working Group,

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adopting the Terms of Reference and agreeing the following membership of 2 Cllrs, being Cllr Hues and Cllr Nixon, and 2 members of the public being Mr J Warwick and Mr T Nixon.

76/25/26 Working Group Membership

Consideration was given to the following working group membership with several amendments being suggested, it was therefore proposed by Cllr Davis, seconded by Cllr Hues and **UNANIMOUSLY AGREED TO APPROVED** the following revised membership of the below list of Working Groups.

Working Group	Members
Finance and Audit. (F&A)	Chair (Cllr M Davis) Vice Chair (Cllr L Bissett) Cllr C Church Cllr T Hues
Health and Safety including Safeguarding and Risk. (H&S)	Chair (Cllr M Davis) Vice Chair (Cllr L Bissett) Cllr C Church
Governance to include Employment, Complaints and Freedom of Information. (Governance)	Chair (Cllr M Davis) Vice Chair (Cllr L Bissett) Cllr T Hues
Village Maintenance. (Maint)	Chair (Cllr M Davis) Vice Chair (Cllr L Bissett) Cllr Dyke Cllr Nixon
Highways and Policing. (Highways)	Vice Chair (Cllr L Bissett) Cllr T Hues Cllr C Church Cllr Nixon
Planning Matters. (Planning)	Chair (Cllr M Davis) Cllr Dyke Cllr T Hues Cllr Nixon
Communications to include Media, Press, Data Protection and Website. (Communications)	Vice Chair (Cllr L Bissett) Cllr C Dyke Cllr C Church
Townsend Farm Development (TFD)	Chair (M Davis) Cllr C Dyke Cllr T Hues Cllr Nixon
Village Survey	Chair (Cllr M Davis) Vice Chair (Cllr L Bissett) Cllr C Dyke Cllr C Church

There then followed a proposal by Cllr Davis, seconded by Cllr Dyke and **UNANIMOUSLY AGREED** to have a new working group created with terms of reference to oversee the maintenance and use of the recreation/amenity field.

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77/25/26 Updates from Members on Delegated Actions

- Bus Shelter – Cllr Dyke stated that due to the summer season being his busiest time of year he had not had time to move forward with the Bus Shelter project.
- SIDs & White Gates - *Local Highways and Footways Improvement Group* (LHFIG) – Cllr Church & Cllr Bissett explained neither could make the last LHFIG meeting, however Cllr Reay did attend and was given a case officers name for Cllr Church to liase with regarding the Whitegates. It was then explained that a speed watch needed to be done for Wiltshire Council to consider where the SIDs could be placed. Following her kind offer Mrs L Henwood was then approached to work with Cllr Church on a speed watch for the village, with Cllr Church to submit the forms for the devices.

78/25/26 Section 106 Fund

It was noted that Wiltshire Council had been contacted and requested to draw up the agreed Side Agreement, for the £41,332.64. However, it had not been officially confirmed that any interest accrued by either party would be free of any S106 restrictions, therefore members thought it prudent to contact WALC and ask if they could provide any clarity.

79/25/26 Domain .Org or .Gov

Following discussion on what this meant for the Council, it was agreed between Cllrs Church and Dyke that they would work together on changing the current domain to the .ORG domain. It was reiterated that this needed to be done as soon as possible.

80/25/26 Finance Report and Bank Balances.

Members received and noted the report, showing balances of.
Total Funds = £143,039.85
Parish Accounts = £21,591.75
Community Fund = £121,448.10

Members attention was brought to that concern that interest was due soon on the Cambridge and Counties account taking it over the £85,000 FSA limit. It was therefore proposed by Cllr Bissett, seconded by Cllr Dyke and **UNANIMOUSLY RESOLVED** that every payment of interest by on the £85,000 held by Cambridge and Counties Building Society (CCBS) for the next 4 years or the life of the account which is ever the shortest must be transferred immediately to the Community Fund Account, therefore keeping the amount in the CCBS at the FSA protected limit of £85,000.

81/25/26 Financial Expenditure.

Members considered the Financial Expenditure report, and it was proposed by Cllr Dyke, seconded Cllr Nixon and **UNANIMOUSLY RESOLVED** to

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approve the 2nd of September Expenditure report, showing payments of £1742.69.

Members also noted that there is currently £2000 earmarked reserves for Tree Maintenance and that NALC have increased salary pay scales, which will be retrospectively applied to the Clerks salary from 1 April 2025.

82/25/26 Annual Governance and Accountability Return 2024/25

Members noted the email received on the 5th August from PKF Littlejohn, stating that “By notifying us that Poulshot Parish Council has claimed exemption there is no review to be performed and consequently no auditor certificate and report, or any other closure documentation, will be issued by us for this reporting year. “

83/25/26 Date of Next Meeting

It was noted that the date of the next meeting would be 11th November 2025

84/25/26 Confidential Session

It was proposed by Cllr Bissett, seconded by Cllr Nixon and UNANIMOUSLY RESOLVED to go into a Confidential Session. Cllr Davis requested members of the public to leave the meeting

85/25/26 Amenity Field

A proposal from a village houseowner was considered and a decision reached.

86/25/26 Extension of Meeting

As the meeting approached the two-hour limit outlined in the Standing Orders, Cllr Bissett proposed, seconded by Cllr Nixon, and it was UNANIMOUSLY AGREED, to continue the meeting until all agenda items were discussed and agreed upon, or for an additional thirty minutes, whichever occurred first.

87/25/26 RFO Position

The matter was discussed and a resolution agreed.

88/25/26 Land Registration Adjacent to the Village Green

Members to seek legal advice

Meeting ended at 21:48

Signed.....Date.....



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Poulshot Parish Council

Wiltshire Council

-  Trees
-  Hedgerow

15/09/2025
1:750
Coordinates:397137E 160233N m



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Poulshot Parish Council

Wiltshire Council

15/09/2025

1:750

Coordinates:397137E 160233N m

- Trees
- Hedgerow

Poulshot Parish Council

GRANT APPLICATION FORM

If you are completing this form by hand, please complete all sections using black ink to enable this form to be photocopied.

Name of Organisation:	Poulshot Parish Hall															
What does your organisation do?	The Poulshot Village Hall Committee manages and maintains the Village Hall, providing a space for community events, meetings, clubs, and activities that foster social interaction and support local initiatives for residents of all ages in Poulshot.															
When was your organisation formed?	1979															
Is your organisation a registered charity? If yes, please give charity number:	Yes/No Yes - 280765															
Briefly describe the project or purpose for which you require a grant and its link to the community or residents of Poulshot:	The project involves essential electrical upgrades at Poulshot Village Hall, including replacing recessed LED downlights, pendants with moisture-proof strip-lights, installing USB sockets, replacing external floodlights, kitchen power adjustments, and adding panel lights. This will enhance safety, energy efficiency, and usability, directly benefiting Poulshot residents by ensuring the hall remains a safe, modern venue for community gatherings, events, and activities. Note: Much of the current lighting is unservicable due to age/cost															
Approximately, how many people in the parish do you expect to benefit from this project?	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Age groups</th> <th style="width: 50%;">Number Benefiting</th> </tr> </thead> <tbody> <tr> <td>Under 18</td> <td style="text-align: center;">68</td> </tr> <tr> <td>18-35</td> <td style="text-align: center;">61</td> </tr> <tr> <td>36-50</td> <td style="text-align: center;">65</td> </tr> <tr> <td>50+</td> <td style="text-align: center;">219</td> </tr> <tr> <td>Special or minority groups (please specify)</td> <td></td> </tr> <tr> <td colspan="2" style="padding-top: 10px;"> Total. ²⁵⁰ </td> </tr> </tbody> </table>		Age groups	Number Benefiting	Under 18	68	18-35	61	36-50	65	50+	219	Special or minority groups (please specify)		Total. ²⁵⁰	
Age groups	Number Benefiting															
Under 18	68															
18-35	61															
36-50	65															
50+	219															
Special or minority groups (please specify)																
Total. ²⁵⁰																
Group Analysis for Benefit. Under which category you would like your application to be considered?	☒ Village Residents and Groups ☐ Enhancing the Environment of Poulshot ☒ Sports and Recreation ☐ Highways and Transport ☒ Community Events															

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What is the identified benefit of your proposal?	Improved lighting and electrical systems will enhance safety (e.g., emergency lighting), accessibility (e.g., USB charging), and functionality (e.g., kitchen power for events), reducing energy costs and supporting more community activities, ultimately promoting an active and cohesive Poulshot community.
What size of grant are you seeking? <i>(The Council cannot make a determination if the amount is not indicated)</i>	£ 2850
What is the total cost of the project for which you are seeking a grant? <i>(Please include budget)</i>	£ 2850
If you are not applying for the full amount, please specify where the remaining funds will come from.	n/a
Have you applied for, or do you plan to apply for a grant in respect of this project to any other organisation? <i>(including Local Authorities)</i>	Yes/No No
If YES. Please give the following details: Please include details of all applications both successful and unsuccessful.	Organisation- Purpose- Successful (Y/N) Amount Received £

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Please give details of your organisation's own fund-raising efforts:	The committee organises regular events such as coffee mornings/breakfast, quiz nights etc, raising approximately £1,000 annually. These finances are used to incrementally improve the hall, support maintenance and running costs. This project is a substantial cost over and above our standard running costs
When do you intend your project to start?	December 2025 (during the "quiet" period)
How will you measure the success/benefit of your project?	Success will be measured by completion of works (certified by contractors), user feedback surveys post-upgrade, increased hall bookings, and reduced energy bills over the following year.
Is your organisation part of, or affiliated to, any national organisation? If yes, please give details:	Yes/No Yes. Members of ACRE and WVHA
Please add any supplementary information in support of your application. (Additional literature, leaflets or recent annual reports may be enclosed with the application)	
Have you previously received, or applied for a grant from Poulshot Parish Council?	Yes/No YES
If yes, please give details of amount(s), year(s) and purpose :	£2500 - 2016 - Facia replacement £1100 - 2019 - Fire Exit Door replacement £1700 - 2018 - Additional Facia replacement work, North Side

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If applicable, please include a brief statement about your safeguarding arrangements and how you keep people safe. You should supply a copy of your Safeguarding Policy and Procedures where you are working with children or vulnerable people. *(We reserve the right to receive two references for grant applications involving children and young people and we reserve the right to make checks with safeguarding at Wiltshire Council).*

All policies are available <https://www.poulshotvh.com/governance>

Please note that if the grant is to be used to purchase costly equipment a statement will be requested confirming insurance of such equipment.



POULSHOT VILLAGE HALL

Poulshot Parish Hall, Wiltshire,

Registered Charity No 280765

28 September 2025

Re: Grant Application for Electrical Upgrades at Poulshot Village Hall

Dear Poulshot Parish Council Members,

I am writing on behalf of the Poulshot Village Hall Committee to submit our formal application for grant funding under the Parish Council's Grants Scheme. As a charitable organisation dedicated to serving the Poulshot community, we seek support for essential capital improvements to the Village Hall's lighting and electrical systems. Enclosed with this letter is the completed Grant Application Form 2025, along with five supporting quotes from reputable local electrical contractors, our Financial Report (with Statement Of Accounts), Charity Annual Report 24/25 and Safeguarding Policy as outlined in the Grant Application Guidance notes.

Poulshot Village Hall is a vital hub for our community, consistently praised by renters as a warm, welcoming space with fantastic facilities for a hall of its size. Key features include:

- An AV system with Bluetooth connectivity and a 2.4m wide screen for high-definition playback.
- A professional-grade stainless steel kitchen equipped with a microwave, oven, dishwasher, and twin sinks.
- Keyless entry for hirers, complemented by online booking and payment options.
- Air-conditioned heating and cooling for year-round comfort.
- A full-size tennis table.
- Chairs and tables for up to 80 people, with matching cutlery and plates.

The Hall Committee has invested significantly in repairs, refurbishments, and enhancements over the years to maintain this high standard.



Poulshot Parish Hall Charitable Trust, operating as Poulshot Village Hall Trust Committee

Website: <http://poulshotvh.com>

Facebook: poulshotvh

Twitter: @poulshotvh

Bookings: 01380 502031 poulshotvh@gmail.com

What3Words: sugar.verdict.highlight

Registered Office: 72 The Green, Poulshot
Physical Location: The Green, Poulshot

Secretary: Mrs Elizabeth Martin

However, the current lighting system, now over 20 years old, presents ongoing challenges. Replacement parts, including bulbs, are increasingly hard or impossible to source, preventing us from upholding optimal lighting levels. Where lights have currently failed, we are unable to maintain them without replacing the entire fittings, resulting in some areas of the hall being badly lit. Should the emergency path bulbs fail, we would be non-compliant with safety standards and would need to close the hall until replacements could be affected. Additionally, the high-wattage fittings contribute substantially to our annual electrical costs, exacerbating financial pressures amid recent energy price increases.

To address these issues, we propose replacing the existing downlights with modern, energy-efficient LED equivalents, which will enhance overall illumination—a common concern raised by hirers. We also plan to install additional "daylight" lights over the main hall to improve visibility for activities where clear sight is crucial, such as classes and events. These upgrades will not only reduce energy consumption and running costs but also ensure the hall remains a safe, accessible, and appealing venue for all parishioners.

The hall hosts regular classes including upholstery, yoga, French lessons, and table tennis (now with four teams), fostering community engagement across age groups. It incurs at least £4,600 in annual running costs even when unused, with energy (heating and lighting) being the largest expense. Despite this, the hall sees over 350 rentals and more than 1,000 hours of usage annually, benefiting a significant number of Poulshot residents. Our reserves currently stand at £1,500, having been seriously depleted by the sharp rise in electricity supply costs from 2022 to 2025, though we have managed to increase them by £500 year-on-year through careful management and fundraising.

We have obtained five quotes and collaborated with various companies to determine the most efficient and useful lighting replacement configuration. For this application, we have selected:

5 quotes already shared with Members

We prefer to proceed with MOXON Electrical Ltd, as it offers the lowest cost while maintaining the highest quality standards based on our assessments. The work would be planned for December 2025, our quietest month, to minimize disruption to community activities.

This project aligns with the Parish Council's aim to promote an active community by enhancing services and facilities for Poulshot parishioners. We are requesting £2,850—the full cost of the project—from the Community Fund if deemed appropriate. Your funding would make a meaningful difference in sustaining this essential community asset.

Should you require any further information or clarification, please do not hesitate to contact me at the details provided above. We look forward to your positive consideration of our application.

Yours sincerely,

Giles Morgan

Chair & Trustee



POULSHOT VILLAGE HALL

Poulshot Parish Hall, Wiltshire,

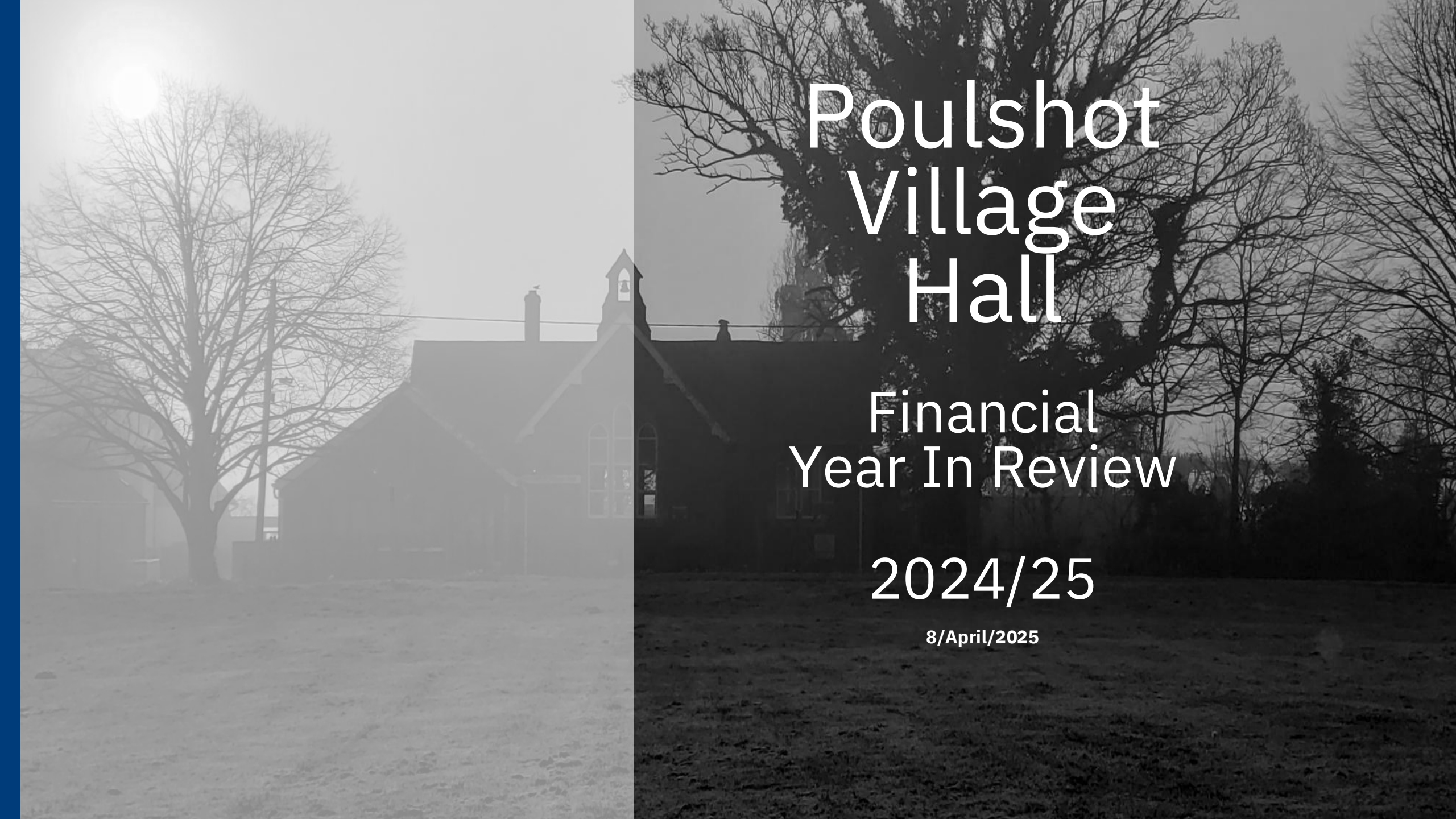
Registered Charity No 280765

QUOTATION SUMMARY & COMPARISON

Work Item		Moxom Electrical Ltd			
Main Hall: Recessed Downlights	Replace 27x recessed LED (10x emergency), with expansion plates for 170mm holes	Upgrade 7x larger non-fire rated recessed (2x emergency), install J501 joint boxes	Replace 7x recessed fluorescent for LED equivalent (2x emergency)	Replace 8x 200mm round LED recessed (2x emergency)	Replace recessed downlights with LED (emergency where required)
Main Hall: Additional Lights/Panels	Install 2x 35W 300mm x 1200mm panel lights	Provide & fit 2x Ansell tornado sealed fittings (1500mm, linked to existing 4x strip lights)	Add 2x extra twin width 4ft daylight fittings (mounted either end, switched with existing)	Replace 4x fluorescent for 5ft LED surface; wire & connect 2x additional 5ft LED surface	Add 2x 1200x300 surface flat LED panels (either end of dropped bulkhead, emergency where required)
Side Hall/Room: Lights	Replace 4x pendants with 2x 6-foot moisture proof strip-lights (1x emergency)	Option: Remove 4x large chained hanging lights, replace with 4x Ansell Lunar circular ceiling mounted LED (side store room)	Replace 4x existing lights suspended on chain with LEDlite 200W high bay (1x emergency, new wiring for permanent emerg feed, self-testing no key switch)	Replace 4x original halogen high bay for decorative LED high bay pendants (installed at half height of originals); use mobile scaffold	Remove 4x existing halogen pendants; install 4x matt black LED pendants (raised higher than original)
Kitchen: Lights	Replace 6x spots for new LED fittings	Remove 6x old non-fire rated recessed, replace with 6x Collingwood fire rated recessed LED (white overlapping bezels for oversized holes, install J501 joint boxes)	Replace 6x existing downlights for new GU10 100mm downlights	Replace 4x fittings for LED downlights with reducer plates	Replace existing large and small recessed downlights with new LED (notes: changing small with larger, assuming 170mm incl kitchen)
Kitchen: Power/Sockets	Change single socket to double; install 2x switched fused spurs to power double sockets below; add additional double socket to worktop	Disconnect & remove double socket (restricts roller shutter), reinstall & move to right hand side	-	Add 1x additional surface double socket (next to one of original sockets)	Replace existing large/small recessed downlights with LED (part of broader category)
Entrance Lobby/Corridor: Lights	-	Install 2x new Freska/Cosmic type large circular LED (lobby entrance); all with J501 joint boxes	Entrance: Replace 2x recessed fluorescent for new LED equivalent; Corridor: Replace 2x	Entrance Hall: Replace 2x fittings for 200mm round LED recessed; WC Corridor: Replace 2x	Replace existing large/small recessed downlights with new LED (entrance lobby, toilets lobby)

			recessed fluorescent for new LED equivalent	fittings for 200mm round LED recessed	
Ladies WC: Lights	Part of bathroom investigation	Carry out 3x as above (Freska/Cosnic large circular LED, with J501)	Replace 3x recessed fluorescent for new LED equivalent; replace 2x 12V downlights for new GU10 LED	Replace 3x fittings for 200mm round LED recessed (1x emergency); replace 2x halogen downlights for LED	Replace existing large/small recessed downlights with new LED
Gents WC: Lights	Part of bathroom investigation	Carry out 2x as above (Freska/Cosnic large circular LED, with J501)	Replace 3x recessed fluorescent for new LED equivalent; replace 1x 12V downlight for new GU10 LED	Replace 3x fittings for 200mm round LED recessed (1x emergency); replace 2x halogen downlights for LED	Replace existing large/small recessed downlights with new LED
Disabled WC: Lights	-	Replace 1x fitting again for larger style recessed LED (WC); all with J501	Replace 1x recessed fluorescent for new LED equivalent; replace 1x 12V downlight for new GU10 LED	Replace 1x fitting for 200mm round LED recessed; replace 1x halogen downlight for LED	Replace existing large/small recessed downlights with new LED
Store Room: Lights	-	Main store: Carry out 3x as above; Rear lobby: Carry out 2x as above (Freska/Cosnic large circular LED, with J501)	Replace 3x recessed fluorescent for new LED equivalent	Replace 3x fittings for 200mm round LED recessed	Replace existing large/small, recessed downlights with new LED
External: Lights	Replace 4x external PIR floodlights; investigate fault with large lantern	Remove 3x old floodlights, replace with 3x Collingwood 20W LED c/w new Steinel IS140 PIR; 1x separate PIR mounted light replace with Lutec shrimp twin spot (black whiskas boxes for flex termination)	Replace 4x existing flood lights for new 20W LED flood lights; investigation into reported lantern not working & purpose of time lag switch by entrance door	Replace 4x LED floodlights for 30W LED floodlights (controlled by original sensor)	-
Hall: Sockets/USB	Install extra USB double socket in hall; adjust light switches to suit new lighting	Provide & fit 1x new double socket point adjacent to existing switch positions (white mini trunking, linked from double socket left of shutter); Disconnect & replace key switch, install new MK 2-way grid module switch	Main Hall: Removal of existing surface double socket, extend conduit over door & fit new double socket to LHS of kitchen door near AV equipment	Wire additional USB in hall (wired in white conduit, client to mark position)	Install new twin USB/USB-C surface mount socket (spurred from existing hall socket)
Investigations/Repairs	Investigate sensor and spot light issues in bathrooms, repairs/replacements (PC sum £250 TBC)	Replace both exit sign emergency light fittings; check main emergency spot light onto side store room (not allowed to replace); full NICEIC minor works certificate	Test upon completion	Carry out testing and supply minor works certification; replace lighting movement sensors in disabled WC, Men's & Ladies	-

Other Notes	Any making good by others; VAT @20%	All old fittings disposed; includes labour & materials; replace exit signs but not main emerg spot	Quote based on existing wiring suitable for extension & adequate earthing per BS7671; materials listed (e.g., Aurora Enlite, Robus)	Any making good by others; additional works £35/hr +VAT; prices firm 14 days	5-year guarantee on white plastic sockets/switches; notes on assumptions for downlight sizes; clean & tidy service
Total Price (inc VAT)	£4,448.40	£2,846.40	£2,984.32	£4,372.84 (calculated from £3,644.03 ex VAT)	£3,510.00



Poulshot Village Hall

Financial
Year In Review

2024/25

8/April/2025

Introduction

We consistently hear that our hall is a favourite of our renters. A warm, welcoming hall with fantastic facilities for a hall of its size

- An AV system with Bluetooth connectivity and a 2.4m wide screen for high-definition playback
- A Professional grade, stainless steel kitchen with Microwave, Oven, Dishwasher and twin-sinks.
- Keyless entry for hirers with on-line booking and payment options
- Air-Conditioned heating and cooling
- A full-size Tennis Table
- Chairs and Tables for 80 People, with cutlery and plates to match

The Hall Committee have made several improvements to the hall and continue to repair, refurbish and improve.

Events in 24/25

- 2 Community Breakfasts
- Halloween Hayride

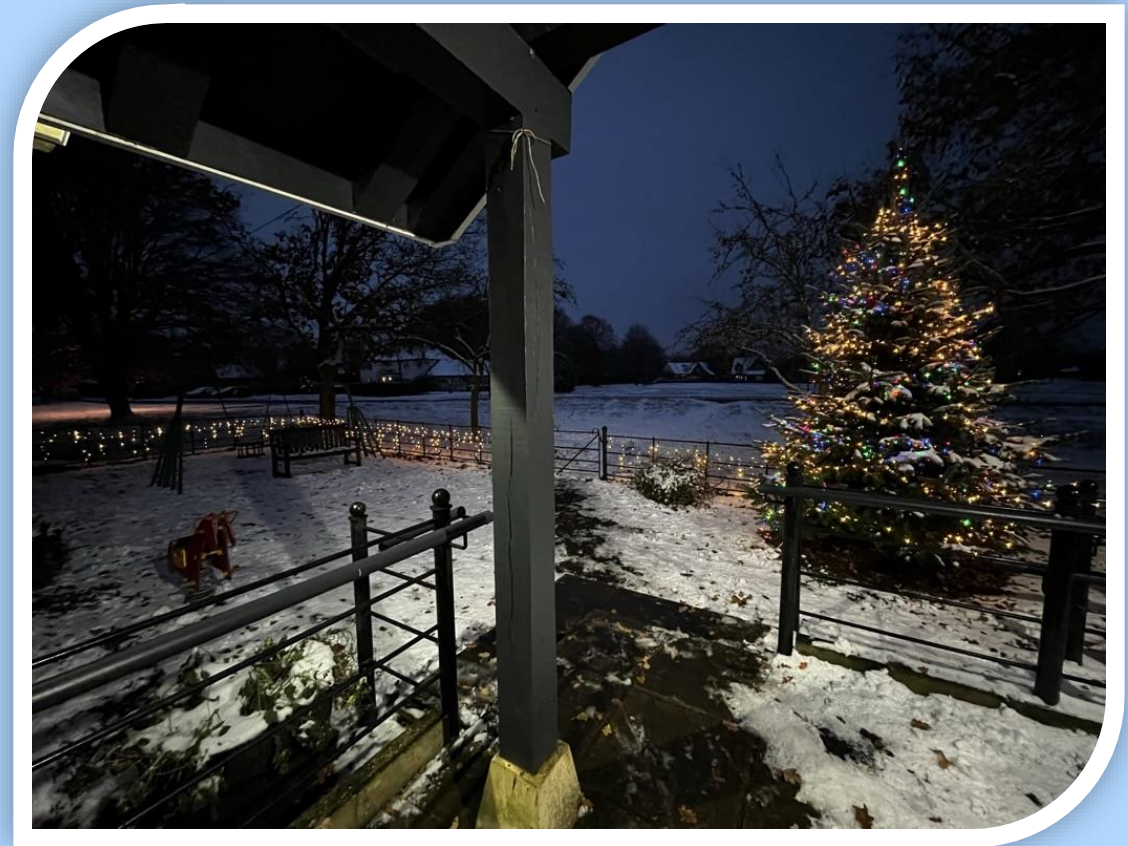


Not To Forget

- Our lovely Christmas Tree...

Weekly Classes For

- Upholstery
- Yoga
- French
- Table Tennis



Coming Up in 25/26

- Finishing The Kitchen (Hatch)
- Electric upgrades to improve the lighting efficiency and reduce costs
- Improvements to the Air Conditioning

Statement of Financial Activities (SoFA) for the Year Ended 28 February 2025

Description	Unrestricted Funds 2025 (£)	Total 2025 (£)	Total 2024 (£)
Income and Endowments			
Donations and Legacies	68.00 (Donations)	68.00	55.00
Charitable Activities	8,371.65 (Sales: Events, PVH 100, Rental)	8,371.65	6,485.00
Other Trading Activities	0.00	0.00	0.00
Investments	26.96 (Dividends & Interest)	26.96	88.70
Other Income	760.34 (Grants £750, Passthru £10.34)	760.34	156.01
Total Income	9,226.95	9,226.95	6,784.71
Expenditure			
Raising Funds	119.44 (100 Club Fees £19.44, Prizes £100)	119.44	11.04
Charitable Activities	7,554.78 (Direct £1,092.37, Indirect £6,462.41)	7,554.78	13,531.49
Total Expenditure	7,674.22	7,674.22	13,542.53
Net Income/(Expenditure)	1,552.73	1,552.73	(6,757.82)
Funds Brought Forward	1,530.71	1,530.71	8,288.53
Funds Carried Forward	3,083.44	3,083.44	1,530.71

Balance Sheet as at 28 February 2025

Description	2025 (£)	2024 (£)
Fixed Assets		
Investments (Santander Stock)	343.00	343.00
Total Fixed Assets	343.00	343.00
Current Assets		
Debtors (Balance on Customers)	851.00	2,089.00
Cash at Bank and in Hand	1,967.03 (UTB Deposit £1,056.35, Cash £405.50, Square £250.89, Petty Cash £209.35, UTB Savings £44.94, Cheques £0)	2,781.41 (UTB Deposit £78.71, Cash £1,180.50, Square £11.58, Petty Cash £209.35, UTB Savings £906.27, Cheques £395)
Total Current Assets	2,818.03	4,870.41
Creditors: Amounts Falling Due Within One Year		
Creditors (Balance on Suppliers)	(77.59)	(3,682.70)
Net Current Assets	2,740.44	1,187.71
Total Assets Less Current Liabilities	3,083.44	1,530.71
Creditors: Amounts Falling Due After One Year	0.00	0.00
Net Assets	3,083.44	1,530.71
Funds of the Charity		
Unrestricted Funds	3,083.44	1,530.71
Total Funds	3,083.44	1,530.71

Summarised Results

Total Reported Revenue	£9,227
Total Reported Expense	£7,674
Net Income	£1,553

Operating Income:	£8,306
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Operating Expenses:	~£7,462
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Re-estimating Electrical Costs and excluding ex-year refunds

Approximated Profit:	~£650
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Excluding all other factors and removing 25/26 advanced intake

Charitable Income:	£9,227
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Charitable Expenses:	£7,674
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Non-Domestic Income:	£5,638
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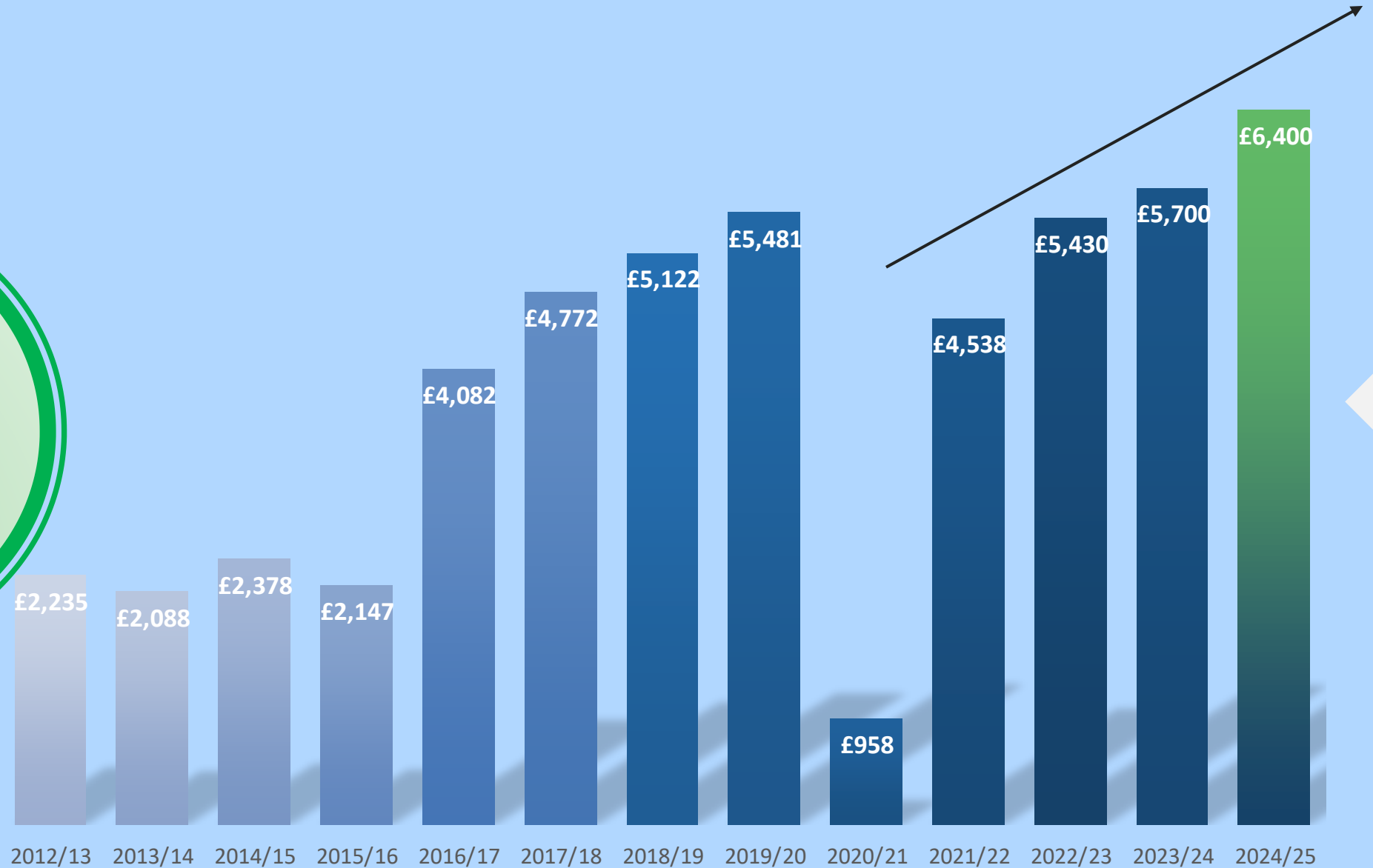
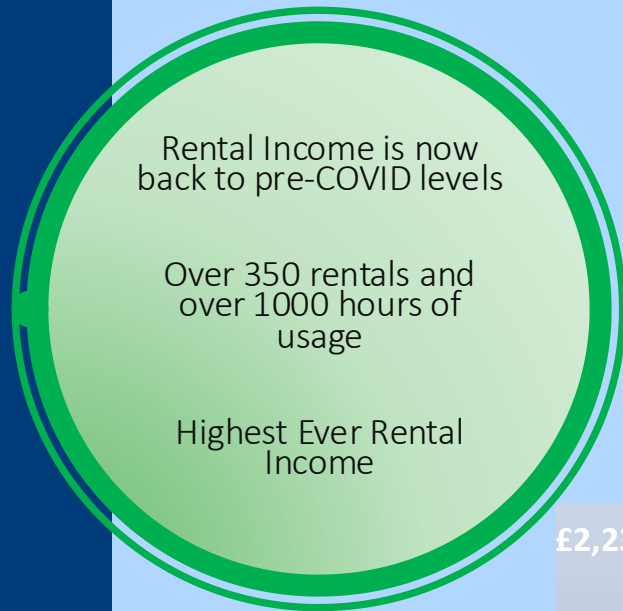
£762 of Domestic Income

2025/2026

Forecasted 25/26 Expenses:	£6,300
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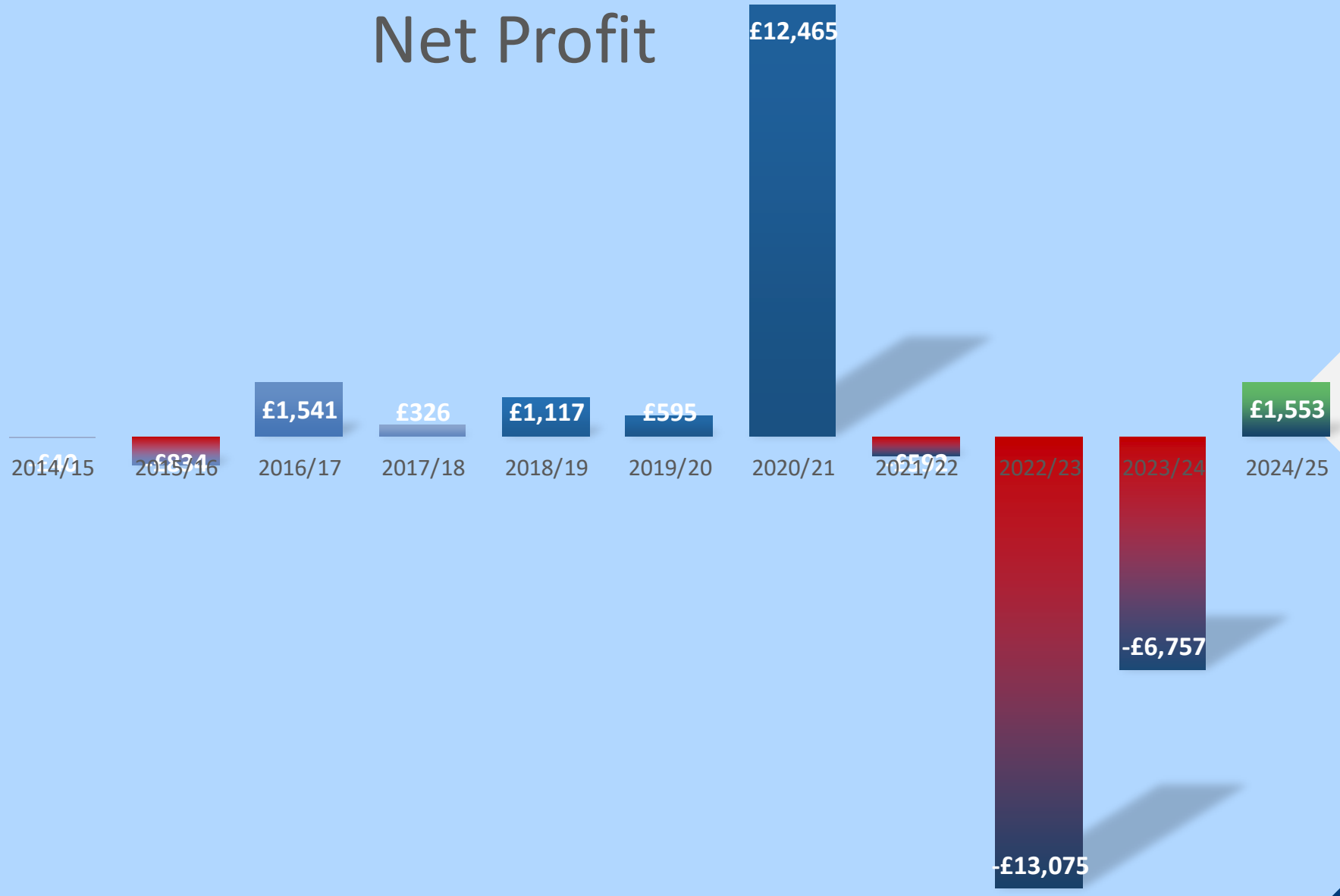
Forecasted 25/26 Income:	£8,000 (Rental)
	£400 (100 Club net)
	£500 (Events net)

Rental Income



Net Profit

Net Profit is hard to judge when investments are being made in the hall

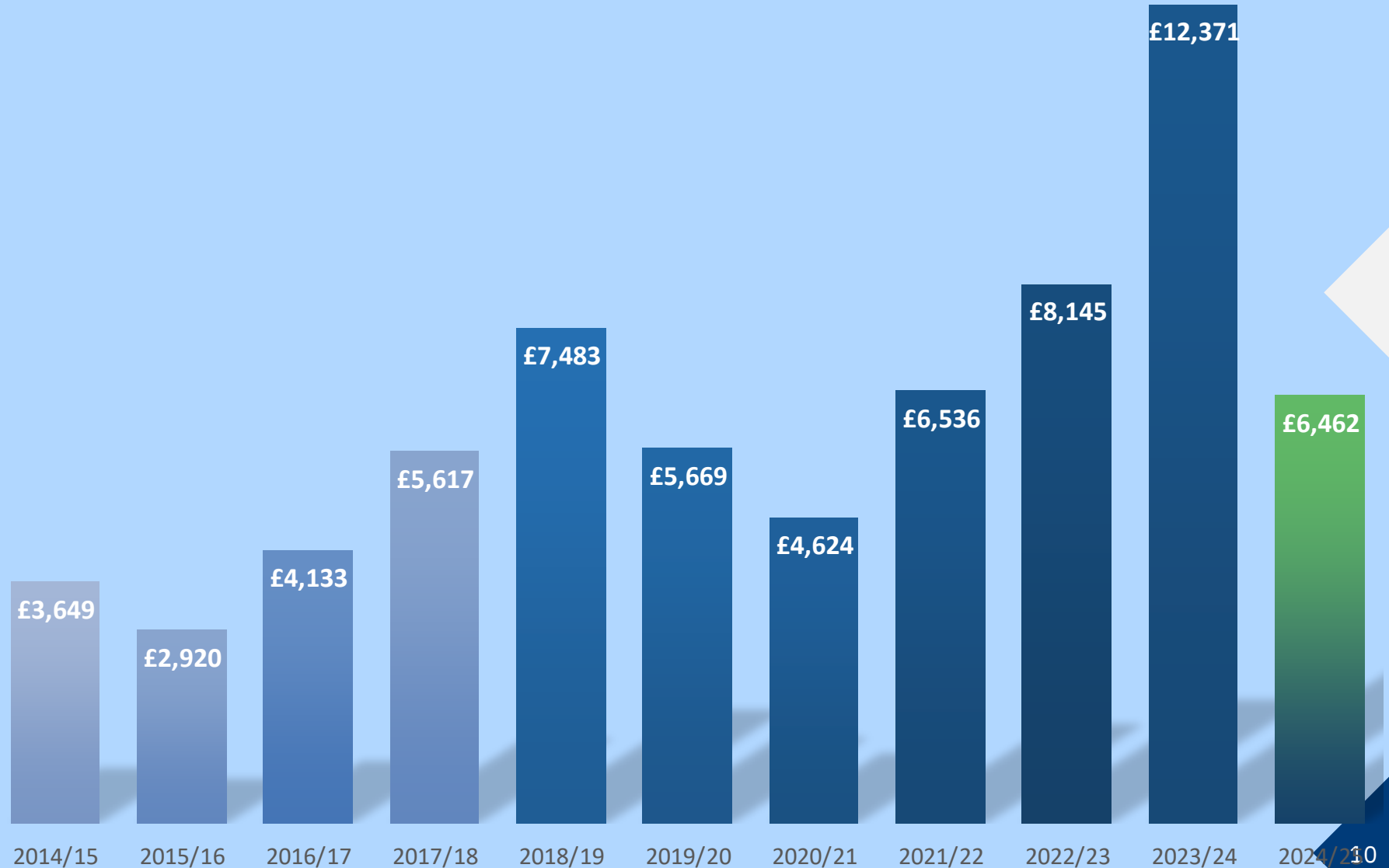


Operating Expense

Basic Operating Expenses (excluding special projects) continues to be a major factor but **the lowest in 7 in years (excluding closures)**

The hall costs at least £4600 per year to run, even if it wasn't used.

Energy is still the largest cost, but 1/3 of the peak



Overall Financial Health

Poulshot Village Hall's finances are in **good health** as of 28 February 2025. The charity has rebounded from a difficult 2024, achieving profitability, excellent liquidity, and strong solvency. While cash reserves dipped and rental income remains a key dependency, the overall position is stable and sustainable, with a positive trajectory. Maintaining cost discipline and further diversifying revenue (e.g., via events or grants) will solidify this recovery. Monitoring cash flow and addressing the historical deficit over time are prudent next steps

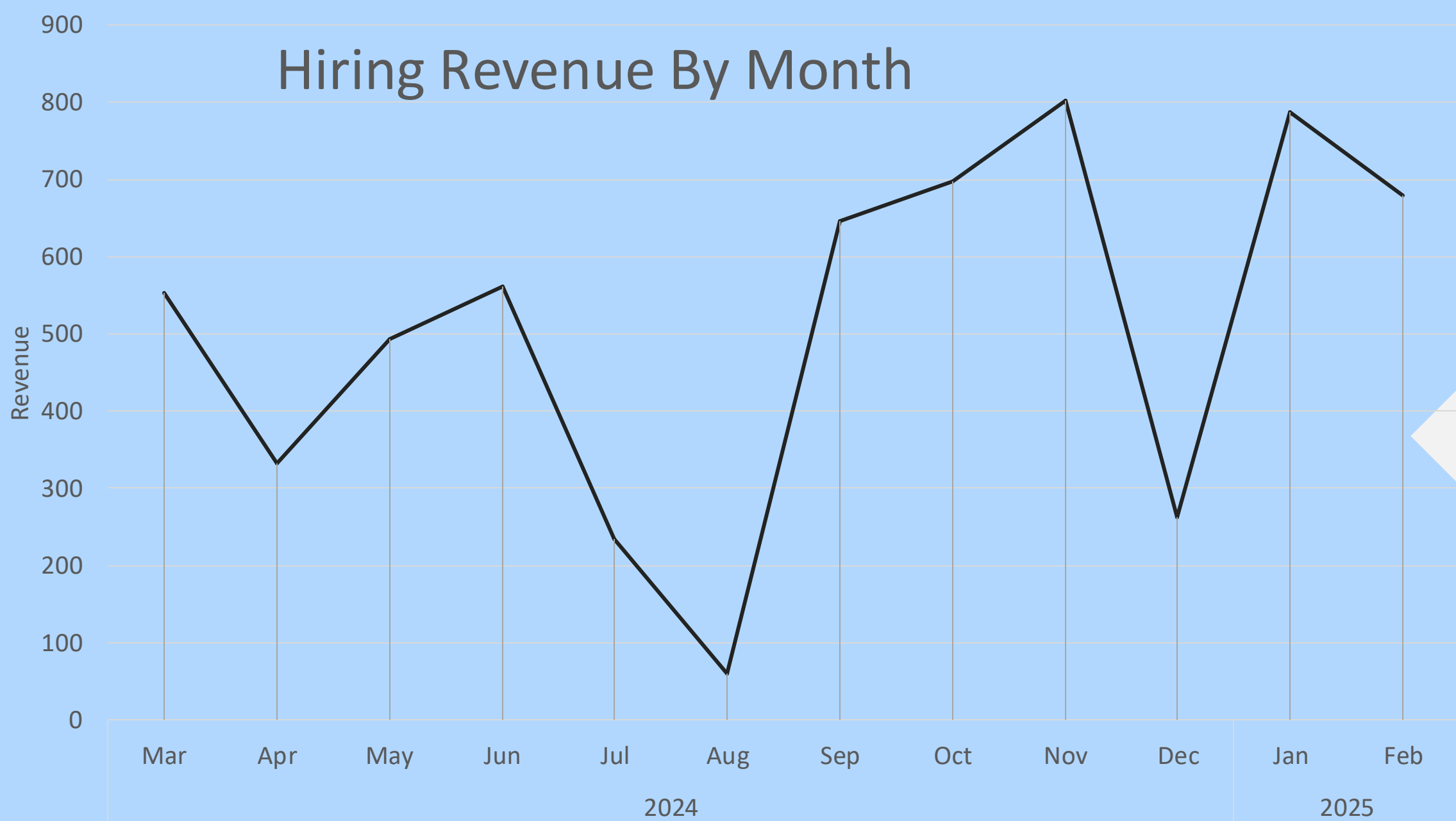
Debt-to-Asset Ratio (Total Liabilities / Total Assets):

- **2025:** 0.025 (£77.59 / £3,161.03).
- **2024:** 0.71 (£3,682.70 / £5,213.41).
- **Observation:** Near-zero debt in 2025 (vs. 71% in 2024), indicating excellent solvency

Solvency Assessment: Highly stable in 2025, with minimal liabilities and positive net assets, a significant recovery from 2024's higher debt burden. No long-term liabilities enhance resilience

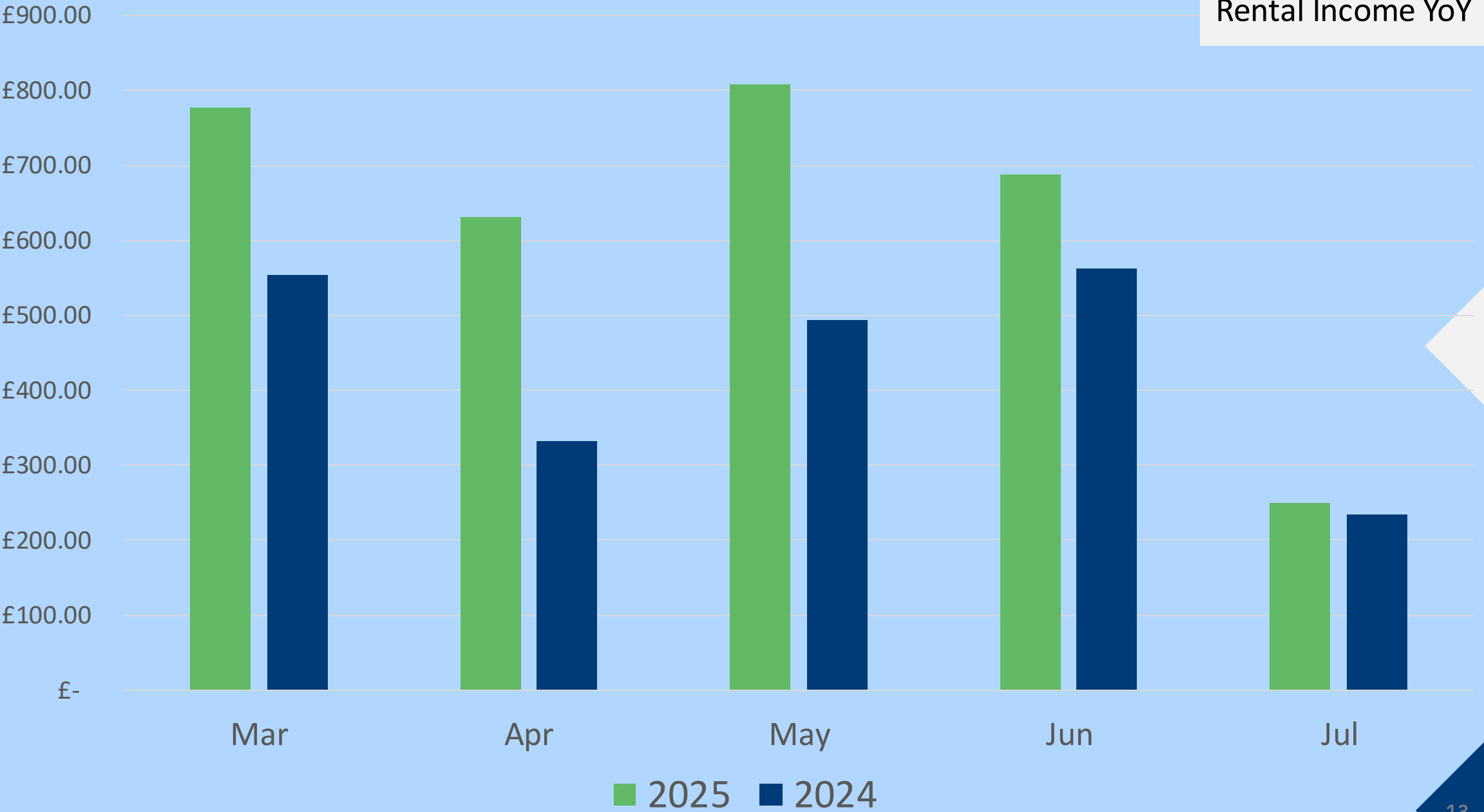
- **Profitability:** Shifted to a £1,552.73 surplus from a £6,757.82 loss, driven by revenue growth (36%) and expense cuts (43%).
- **Liquidity:** Exceptional current ratio (36.3) and £1,967.03 cash provide a strong buffer.
- **Solvency:** Near-zero debt (0.025 ratio) and £3,083.44 net assets signal robust stability.
- **Efficiency:** Sustainable operations (83% expense ratio) and diversified revenue enhance resilience.

Hiring Revenue By Month



YoY Rental Income Comparison

45% Increase In
Rental Income YoY



Trustees

- Sam Wright-Hurn
- Karl Shuttleworth
- Giles Morgan
- Lucy Russell
- Elizabeth Martin
- Jon Martin

Website

PoulshotVH.com

Facebook

@poulshotvh

Email

poulshotvh@gmail.com

Trustees' Annual Report for the period

From	Period start date			To	Period end date		
	1 st	March	2024		28 th	February	2025

Section A Reference and administration details

Charity name

Poulshot Parish Hall

Other names charity is known by

Poulshot Village Hall

Registered charity number (if any)

280765

Charity's principal address

72 The Green

Poulshot

Devizes, Wiltshire.

Postcode

SN10 1RT

Names of the charity trustees who manage the charity

	Trustee name	Office (if any)	Dates acted if not for whole year	Name of person (or body) entitled to appoint trustee (if any)
1	Sam Wright-Hurn	Chair (to 7/2/25)	Whole Year	N/A
2	Karl Shuttleworth	Vice-Chair	Whole Year	N/A
3	Jon Martin	Treasurer	Whole Year	N/A
4	Giles Morgan	Secretary (to 7/2/25) Chair (from 7/2/25)	Whole Year	N/A
5	Lucy Russell	-	Whole Year	N/A
6	Elizabeth Martin	Secretary (from 7/2/25)	Whole Year	N/A
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				

Names of the trustees for the charity, if any, (for example, any custodian trustees)

Name	Dates acted if not for whole year
N/A	

Names and addresses of advisers (Optional information)

Type of adviser	Name	Address
None.		

Name of chief executive or names of senior staff members (Optional information)

N/A

Section B Structure, governance and management

Description of the charity's trusts

Type of governing document (eg. trust deed, constitution)	Conveyance & Deeds 9/2/1978 1 st Amendment 16/2/2020
How the charity is constituted (eg. trust, association, company)	Trust
Trustee selection methods (eg. appointed by, elected by)	10 Elected, 2 Co-Opted, up to 5 Representative Nominations

Additional governance issues (Optional information)

You **may choose** to include additional information, where relevant, about:

- policies and procedures adopted for the induction and training of trustees;
- the charity's organisational structure and any wider network with which the charity works;
- relationship with any related parties;
- trustees' consideration of major risks and the system and procedures to manage them.

Confirmed and Continued the following Policies and Procedures

Complaints Policy
Environmental Policy
Equality Statement
Finance Policy
Fire Risk Assessment
Food Handling Policy
H&S Policy
Reserves Policy
Risk Policy
Vulnerable Persons Policy

and the following practices

Dementia Checklist
Dementia Guidelines
Trustee Induction

Implemented COVID-19 polices in accordance with WVHA advice and guidance.

Summary of the objects of the charity set out in its governing document

To provide a village hall for the use of the inhabitants of the parish of Poulshot without distinction of political or religious or other opinions including use for meetings lectures and classes and for other forms of recreation and leisure time occupation with the object of improving the conditions of life for the said inhabitants.

Summary of the main activities undertaken for the public benefit in relation to these objects (include within this section the statutory declaration that trustees have had regard to the guidance issued by the Charity Commission on public benefit)

Rental of hall to paying individuals and groups, including some commercial hires.

Selection of Trustee organised events

Encouragement of classes such as Yoga, French, Upholstery

Encouragement of recreational activities (3 Table Tennis Teams)

Encouragement of Societies and Special Interest groups such as Farming Club, Village Trust

Use for National and Local Elections, Parish Council Meetings

Use by village Cricket Club and Fete

The Trustees have regard to Public Benefit

Additional details of objectives and activities (Optional information)

You **may choose** to include further statements, where relevant, about:

- policy on grantmaking;
- policy programme related investment;
- contribution made by volunteers.

Summary of the main achievements of the charity during the year

The committee helped organise and sponsor the Village fireworks night in November. The committee also organised a Halloween Hayride around the village for over 30 children.

The committee again acquired a 14ft Christmas Tree and placed in the grounds of the Hall rather than the usual internal decorations. The Tree was purchased entirely from donations.

The hall was in use for approximately 1000hrs during the year, contributing over £6400 in rental income (the highest ever)

The committee ran two Village Breakfasts to raise funds (~£700) and re-booted the 100 Club.

The committee did not run any other events during the year due to availability of Trustees time.

Section E

Financial review

Brief statement of the charity's policy on reserves

£1500 held as reserves. Seriously depleted due to the significant increase in supply costs for electric from 2023-2025 but increased £500 YoY.

Details of any funds materially in deficit

£343 Santander Stock held for long-term investment.

Disputed invoices with SSE were resolved.

Further financial review details (Optional information)

You **may choose** to include additional information, where relevant about:

- the charity's principal sources of funds (including any fundraising);
- how expenditure has supported the key objectives of the charity;
- investment policy and objectives including any ethical investment policy adopted.

Income from Rentals, the primary source of income, has exceeded an all-time high. The Trust made an accounting profit of £1552 for the year. £9,227 Income versus £6,462 expenditure.

The committee's dispute with SSE over the incorrect application of VAT (20% versus 5%) on some invoices has been resolved. The committee realised its planned refund of around £1500. The committee remains in a class-action suit for mis sold energy supplies. The hall's electricity supplier has been changed to a lower cost provider.

Operating Income of £8,306 v Operating Expenses: ~£7,462 (Re-estimating Electrical Costs and excluding ex-year refunds)
Approximated Profit: ~£650 (Excluding all other factors and removing 25/26 advanced intake)
Charitable Income: £9,227 v Charitable Expenses: £7,674
Non-Domestic Income: £5,638 (£762 of Domestic Income)
£569 of aged debt from COVID will be written off in the 25/26 FY.

Section F

Other optional information

The committee did approach the Parish Council for assistance on a short-term loan to help resolve the Electrical dispute. This was denied due to a lack of engagement and understanding from the Parish Council. Comments made regarding solvency by a Parish Councillor impacted the Hall's reputation and potentially damaged income. The delays and issues case the Hall approx. £500.

Section G

Declaration

The trustees declare that they have approved the trustees' report above.

Signed on behalf of the charity's trustees

Signature(s)		
Full name(s)	Giles Morgan	Jon Martin
Position (eg Secretary, Chair, etc)	Chair	Treasurer
Date	8-Apr-2025	[SIGNED ELECTRONICALLY]



POULSHOT VILLAGE HALL

Safeguarding Policy

Poulshot Parish Hall, Wiltshire,

Registered Charity No 280765

The Lead Trustee is: Karl Shuttleworth

PURPOSE

The purpose of this policy is to protect people, particularly children, at risk adults and beneficiaries of Trust assistance, from any harm that may be caused due to their coming into contact with the Poulshot Parish Hall Trust. This includes harm arising from:

- The conduct of Poulshot Parish Hall Trust members and participants in Trust activities and events
- The design and implementation of Poulshot Parish Hall Trust's programmes and activities

The policy lays out the commitments made by Poulshot Parish Hall Trust Trustees and informs members and participants in Trust activities and events of their responsibilities in relation to safeguarding.

This policy does not cover:

- Sexual harassment in the context of Trust events and activities – this is dealt with under Poulshot Parish Hall Trust's Bullying and Harassment Policy and Vulnerable Persons Policy
- Safeguarding concerns in the wider community not perpetrated by Poulshot Parish Hall Trust or associated personnel

WHAT IS SAFEGUARDING?

In the UK, safeguarding means protecting peoples' health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect¹

In relation to the Trust, this is understood to mean protecting people, including children and at risk adults, from harm that arises from coming into contact with Trust-led activities and events.

Further definitions relating to safeguarding are provided in the glossary below.

SCOPE

- Any personnel contracted by Poulshot Parish Hall Trust eg a speaker or paid advisor

¹ NHS 'What is Safeguarding? Easy Read' 2011

Poulshot Parish Hall Charitable Trust, operating as Poulshot Village Hall Trust Committee

- Associated personnel whilst engaged with activities and events led by Poulshot Village Trust, including but not limited to the following: consultants; volunteers; programme visitors including journalists, celebrities and politicians

POLICY STATEMENT

Poulshot Parish Hall Trust Trustees believe that everyone that comes into contact with Trust members or those participating in activities and event organised by the Trust, regardless of age, gender identity, disability, sexual orientation or ethnic origin has the right to be protected from all forms of harm, abuse, neglect and exploitation. The Trust will not tolerate abuse and exploitation by members, participants or associated personnel.

This policy will address the following areas of safeguarding: child safeguarding, adult safeguarding, and protection from sexual exploitation and abuse, bullying and harassment. The Trustees commit to addressing safeguarding throughout the Trust's work, through the three pillars of prevention, reporting and response.

PREVENTION

Trust responsibilities

The Trust will:

- Ensure all members have access to, are familiar with, and know their responsibilities within this policy
- Design and undertake all its programmes and activities in a way that protects people from any risk of harm that may arise from their coming into contact with the Trust. This includes the way in which information about individuals in our programmes is gathered and communicated
- Implement stringent safeguarding procedures when recruiting, managing and deploying contracted and associated personnel
- If a member assumes a role that requires training on safeguarding that they receive the training at a level commensurate with their role in the organization
- Follow up on reports of safeguarding concerns promptly and according to due process

Trustee and Member responsibilities

Child safeguarding

Trustees, members and associated personnel must not:

- Engage in sexual activity with anyone under the age of 18
- Sexually abuse or exploit children
- Subject a child to physical, emotional or psychological abuse, or neglect

- Engage in any commercially exploitative activities with children including child labour or trafficking

Adult safeguarding

Trustees, members and associated personnel must not:

- Sexually abuse or exploit at risk adults
- Subject an at-risk adult to physical, emotional or psychological abuse, or neglect

Protection from sexual exploitation and abuse

Trustees, members and associated personnel must not:

- Exchange money, employment, goods or services for sexual activity. This includes any exchange of assistance that is due to beneficiaries of assistance
- Engage in any sexual relationships with beneficiaries of assistance, since they are based on inherently unequal power dynamics

Additionally, Trustees, members and associated personnel are obliged to:

- Contribute to creating and maintaining an environment that prevents safeguarding violations and promotes the implementation of the Safeguarding Policy
- Report any concerns or suspicions regarding safeguarding violations by an Trust member or associated personnel to the first available Trustee or another Trustee if there is a perceived conflict of interest.

ENABLING REPORTS

The Trust will ensure that safe, appropriate, accessible means of reporting safeguarding concerns are made available to members and the communities we work with.

Any member reporting concerns or complaints to the Trustees will have their identity protected within the legal obligations of the Trustees.

The Trustees will also accept complaints from external sources such as members of the public, partners and official bodies.

How to report a safeguarding concern

Members who have a complaint or concern relating to safeguarding should report it immediately to a Trustee. If the member does not feel comfortable reporting to the first available Trustee (for example if they feel that the report will not be taken seriously, or if that person is implicated in the concern) they may report to any other Trustee.

RESPONSE

The Trustee will follow up safeguarding reports and concerns according to policy and procedure, and legal and statutory obligations (see Procedures for reporting and response to safeguarding concerns in Associated Policies).

The Trustees will apply appropriate sanctions to members found in breach of policy.

The Trust will offer support to survivors of harm caused by staff or associated personnel, regardless of whether a formal internal response is carried out (such as an internal investigation). Decisions regarding support will be led by the survivor.

CONFIDENTIALITY

It is essential that confidentiality is maintained at all stages of the process when dealing with safeguarding concerns. Information relating to the concern and subsequent case management should be shared on a need-to-know basis only and should be kept secure at all times.

Associated policies

Equality, Diversity and Inclusion Statement and Vulnerable Persons Policy

GLOSSARY OF TERMS

Beneficiary of Assistance

Someone who directly receives goods or services from Poulshot Village Trust's programme.

Child

A person below the age of 18

Harm

Psychological, physical and any other infringement of an individual's rights

Psychological harm

Emotional or psychological abuse, including (but not limited to) humiliating and degrading treatment such as bad name calling, constant criticism, belittling, persistent shaming, solitary confinement and isolation

Protection from Sexual Exploitation and Abuse (PSEA)

The term used by the humanitarian and development community to refer to the prevention of sexual exploitation and abuse of affected populations by staff or associated personnel. The term derives from the United Nations Secretary General's Bulletin on Special Measures for Protection from Sexual Exploitation and Abuse (ST/SGB/2003/13)

Safeguarding

In the UK, safeguarding means protecting peoples' health, wellbeing and human rights, and enabling them to live free from harm, abuse and neglect²

In our Trust, we understand it to mean protecting people, including children and at risk adults, from harm that arises from coming into contact with our members and participants in our programmes within the context of those programmes. One donor definition is as follows:

Safeguarding means taking all reasonable steps to prevent harm, particularly sexual exploitation, abuse and harassment from occurring; to protect people, especially vulnerable adults and children, from that harm; and to respond appropriately when harm does occur.

This definition draws from our values and principles and shapes our culture. It pays specific attention to preventing and responding to harm from any potential, actual or attempted abuse of power, trust, or vulnerability, especially for sexual purposes.

Safeguarding applies consistently and without exception across our programmes, members and participants. It requires proactively identifying, preventing and guarding against all risks of harm, exploitation and abuse and having mature, accountable and transparent systems for response, reporting and learning when risks materialise. Those systems must be survivor-centred and also protect those accused until proven guilty.

Safeguarding puts beneficiaries and affected persons at the centre of all we do.

Sexual abuse

The term 'sexual abuse' means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

Sexual exploitation

The term 'sexual exploitation' means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. This definition includes human trafficking and modern slavery.

Survivor

The person who has been abused or exploited. The term 'survivor' is often used in preference to 'victim' as it implies strength, resilience and the capacity to survive, however it is the individual's choice how they wish to identify themselves.

² NHS 'What is Safeguarding? Easy Read' 2011

At risk adult

Sometimes also referred to as vulnerable adult. A person who is or may be in need of care by reason of mental or other disability, age or illness; and who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation.

POULSHOT PARISH COUNCIL

REQUEST FOR PERMISSION TO USE THE VILLAGE GREEN AND THE GREEN GARDENS FOR AN EVENT

Poulshot Village Green and the Green Gardens (hereafter referred to as 'the Green') are owned by Poulshot Parish Council on behalf of the village. They are areas for the enjoyment of the whole community and are surrounded by residential properties. The Parish Council is responsible for managing the use of the Green for Events.

REQUESTS FOR USE OF THE GREEN

- All requests for use of the Green must be made in writing to the Parish Clerk at least 2 months prior to any event taking place, to enable consideration at the next planned meeting. Any other request will be at the discretion of the Parish Council.
- The Green may only be booked by Poulshot residents or those with a close association with Poulshot.
- The Green may only be used for private events. Any request of commercial nature (e.g. fundraising for a local charity) will be considered on their merit.
- All requests must detail the exact nature of the event to take place.
- The Green is the responsibility of the user throughout the event and this includes:
 - Ensuring the event is properly supervised.
 - Ensuring Public Liability Insurance is in place. A copy must be provided to the Parish Council prior to the event.
 - Ensuring that risk assessment is completed. A copy must be provided to the Parish Council prior to the event.
 - Ensuring that local residents are not troubled in any way (e.g. through rowdy behavior, loudspeakers, bright lights)
 - Ensuring that no damage takes place because of the event. If in the opinion of the Parish Council any damage has been caused, then this will be rectified at the expense of the user.
 - Ensuring any Liquor or Public Entertainment License (if required) is in place. A copy of which must be provided to the Parish Council prior to the event.
- No vehicles are allowed on the Green without the prior permission of the Parish Council.
- No overnights stays are permitted on the Green (no camping, no caravans). Everyone must leave the Green by Midnight at the latest.
- No charge may be made by the user for any event on the Green without prior consent of the Parish Council.
- All rubbish to be removed from the area immediately after the event.
- Any pre-event work requested (e.g. grass cutting) will be charged.
- Any post-event work (e.g. litter clearance) required will be charged.

POULSHOT PARISH COUNCIL

Area Permission Requested for 1. Village Green 2. Green Gardens 3. Both	Please Tick
	Second choice
	First choice
Name of the Event	Poulshot Bonfire Night and Fireworks
Date of the Event	7 th November 2025
Signed by Hirer	Removed
Organisation	Poulshot Council, Fireworks Event Working Group
Address of Hirer	4 Aurbreys Yard , Poulshot, Devizes Wiltshire SN101FJ
Email of Hirer	Frances.nixonppc@gmail.com
Telephone Number	Removed
Signed on behalf of Poulshot Parish Council <i>(minute number)</i>	

Privacy Statement

Here at Poulshot Parish Council we take your privacy seriously and will only use your personal information to validate permission applications. Information about your group and any permissions granted will be held and published by the Parish Council. Your personal details will not be published or shared without your permission. Your personal information will be held alongside the permissions application form for financial audit purposes. If you would like us to delete the information we hold or if you have any other questions, please contact us at poulshotparishclerk@outlook.com.

Wiltshire Council

A stylized graphic element consisting of a thick, curved line that tapers at both ends, positioned horizontally below the Wiltshire Council name.

SECTION 106 SIDE AGREEMENT RELATING TO

LAND AT HIGHER GREEN FARM, POULSHOT, WILTSHIRE

between

WILTSHIRE COUNCIL

and

POULSHOT PARISH COUNCIL

IKEN: 203406

THIS DEED is dated

2025

PARTIES

- (1) **WILTSHIRE COUNCIL** of County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN (**Wiltshire Council**)
- (2) **POULSHOT PARISH COUNCIL** of 18 Silbury Road, Calne, Wiltshire SN11 0ES (**Poulshot Parish Council**)

BACKGROUND

- (A) Wiltshire Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the area in which the Land is situated.
- (B) Wiltshire Council has received the Open Space Contribution from the Payer.
- (C) The parties seek to enter into this agreement to allow Poulshot Parish Council to complete the Works.
- (D) In consideration of Poulshot Parish Council using the Contribution and indemnifying Wiltshire Council in respect of any liabilities relating to the Contribution contained within the Section 106 Agreement, Wiltshire Council will transfer the Contribution to Poulshot Parish Council.

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Authorised Representative: means the persons respectively designated as such by the parties, the first such persons being set out in Schedule 3 to this agreement

Contribution: means the total sum of £41,332.64 (Forty One Thousand Three Hundred and Thirty Two Pounds and Sixty Four Pence ONLY);

Controller has the meaning given to it in the UK GDPR;

Data Protection Legislation means the UK GDPR, the Data Protection Act 2018 and any other relevant national laws implementing, supplementing or relating to the derogation from the UK GDPR, and any formal guidance or codes of conduct issued by the Information Commissioner's Office (or other competent authority) in each case as amended, superseded or replaced from time to time;

DPA 2018 means the Data Protection Act 2018;

Interest: means interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time;

Land: means the land at Higher Green Farm, Poulshot, Wiltshire which is the subject of the Section 106 Agreement;

Losses: means all claims, liabilities, reasonable costs and reasonable expenses (including reasonable legal expenses).

Payer: Those who have made payments of the Contribution to Wiltshire Council under the Section 106 Agreements;

Personal Data has the meaning given to it in the UK GDPR;

Processor has the meaning given to it in the UK GDPR;

Prohibited Act: means:

1.1.1 offering, giving or agreeing to give to any servant of Wiltshire Council any gift or consideration of any kind as an inducement or reward for:

- (a) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this agreement or any other contract with Wiltshire Council; or
- (b) showing or not showing favour or disfavour to any person in relation to this agreement or any other contract with Wiltshire Council;

1.1.2 entering into this agreement or any other contract with Wiltshire Council where a commission has been paid or has been agreed to be paid by Poulshot Parish Council or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to Wiltshire Council;

1.1.3 committing any offence:

- (a) under the Bribery Act;
- (b) under legislation creating offences in respect of fraudulent acts; or
- (c) at common law in respect of fraudulent acts in relation to this agreement or any other contract with Wiltshire Council; or

1.1.4 defrauding or attempting to defraud or conspiring to defraud Wiltshire Council

Purpose: means providing, improving and/or maintaining open space within Parish of Poulshot.

Section 106 Agreement: means an agreement dated 13 May 2015 and made between (1) Wiltshire Council, (2) Pippin Homes Limited, and (3) National Westminster Bank PLC a copy of which is attached at Schedule 1.

Section 106 Restrictions: means all those conditions contained in the Section 106 Agreement which apply to Wiltshire Council regarding the use of the Open Space Section Contribution.

Open Space Contribution: means the sum received by the Council on 28 November 2024 in accordance with Paragraph 9.1 of Schedule [1] of the Section 106 Agreement.

UK GDPR: means the retained EU law version of the General Data Protection Regulation (EU) 2016/679, as incorporated into UK law under section 3 of the European Union (Withdrawal) Act 2018 and as defined in the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as amended, updated or replaced from time to time;

Working Days: means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or any statutory Bank Holiday.

Works: means the works to deliver the Purpose;

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assigns.
- 1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Words in the singular shall include the plural and vice versa.
- 1.6 A reference to one gender shall include a reference to the other genders.
- 1.7 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.8 A reference to writing or written includes faxes but not e-mail.
- 1.9 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule to this agreement.
- 1.10 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of precedence:
 - 1.10.1 the clauses of the agreement;
 - 1.10.2 the schedules to this agreement.
2. **WILTSHIRE COUNCIL OBLIGATIONS**
- 2.1 Wiltshire Council shall transfer the Contribution to Poulshot Parish Council within 28 Working Days of receipt of an invoice in accordance with clause 3.1.1.
3. **POULSHOT PARISH COUNCIL OBLIGATIONS**
- 3.1 Poulshot Parish Council shall:
 - 3.1.1 raise an invoice for the Contribution on completion of this agreement;
 - 3.1.2 use the Contribution only for the Purpose and in accordance with the Restrictions stipulated in Section 106 Agreement;
 - 3.1.3 complete the Works in accordance with Section 106 Agreement;
 - 3.1.4 maintain the Works in accordance with Section 106 Agreement;
 - 3.1.5 use their reasonable endeavours to obtain agreement from the owners/operators of the Open Space to permit in perpetuity public access to

the Open Space that has benefited from the use of the Contribution until such times as the Open Space is obsolete, closed or disposed of;

- 3.1.6 place the Contribution in an interest-bearing account from which it and any interest accrued thereon can be identified annually;
- 3.1.7 in the event that the Contribution or any Interest accrued has not been expended or committed by 27 October 2034 it shall be repaid to Wiltshire Council on written demand.
- 3.1.8 in the event that the Contribution or any Interest accrued thereon has not been expended or committed in accordance with this agreement and/or any other document referred to in it, it shall be repaid to Wiltshire Council on written demand.
- 3.1.9 within 10 Working Days of any reasonable written request by Wiltshire Council to provide information on the amount of the Contribution held, the interest accrued, the amount expended and the purposes on which it has been expended.

4. WARRANTIES

- 4.1 Each party represents and warrants to the other that following its own investigations, it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this agreement and that it has not committed a Prohibited Act.
- 4.2 Save as expressly provided in this agreement or any of the documents referred to in it, no representations, warranties or conditions are given or assumed by Wiltshire Council in respect of any information which is provided to Poulshot Parish Council by Wiltshire Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 4.3 Nothing in this clause shall limit or exclude the liability of Wiltshire Council or Poulshot Parish Council for fraud or fraudulent misrepresentation.

5. INDEMNITIES

- 5.1 Poulshot Parish Council shall indemnify and keep indemnified Wiltshire Council against all Losses incurred by Wiltshire Council to the extent that such Losses arise as a result of:
 - 5.1.1 Poulshot Parish Council's breach of this agreement and any other document referred to in it;
 - 5.1.2 any fraudulent or negligent act or any Prohibited Act committed by Poulshot Parish Council, its agents or contractors; and/or
 - 5.1.3 any breach of the Section 106 Restrictions.

6. DISPUTE RESOLUTION

- 6.1 In the event of any complaint or dispute arising between the parties in relation to this agreement, the matter should first be referred for resolution to the Authorised Representative of each party (or their nominated representatives).
- 6.2 Should the complaint or dispute remain unresolved within 14 days of the matter first being referred to each Authorised Representative in accordance with clause 6.1, either party may refer the matter to the Director or the Corporate Director of Wiltshire Council and the Chairman of Poulshot Parish Council Cllr Mike Davis with an instruction to attempt to resolve the dispute by agreement within 28 days, or such other period as may be mutually agreed by Wiltshire Council and Poulshot Parish Council.
- 6.3 In the absence of agreement under clause 6.2, the parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.

7. DATA PROTECTION

- 7.1 Both parties shall comply with all applicable requirements of the Data Protection Legislation. This clause is in addition to, and does not remove or replace, a party's obligations under the Data Protection Legislation.
- 7.2 The parties shall comply with their respective obligations set out in Schedule 2 (Data Protection).
- 7.3 Each party shall ensure that it does nothing knowingly or negligently which places the other party in breach of Data Protection Legislation.
- 7.4 The provisions of this clause and Schedule 2 (Data Protection) shall apply during the term of this agreement and indefinitely after its expiry.

8. GENERAL

- 8.1 This agreement and the other documents referred to in it contain the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 8.2 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.
- 8.3 Nothing in this agreement will be construed as constituting or evidencing any partnership, contract of employment or joint venture of any kind between the parties or as authorising one party to act as agent for the other. No party will have authority to make representations for, act in the name or on behalf of or otherwise to bind the other party in any way.

9. **VARIATION**

No variation of this agreement will be valid unless recorded in writing and signed by or on behalf of each of the parties to this agreement.

10. **CUMULATION OF REMEDIES**

Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given there under or existing at law or in equity by statute or otherwise.

11. **SEVERANCE**

If any provision (or part of a provision) of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this agreement.

12. **THIRD PARTY RIGHTS**

- 12.1 Except as expressly provided in this agreement, a person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 12.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

13. **NOTICES**

Notices shall be in writing, and shall be sent to the other party marked for the attention of the person at the address set out for such party in this agreement. Notices may be sent by first-class mail or facsimile transmission provided that facsimile transmissions are confirmed within twenty-four (24) hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered seventy-two (72) hours after posting and correctly directed facsimile transmissions shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

14. **COUNTERPARTS**

- 14.1 This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- 14.2 No counterpart shall be effective until each party has executed at least one counterpart.

15. **GOVERNING LAW AND JURISDICTION**

- 15.1 This agreement will be governed by and interpreted in accordance with the law of England and Wales.
- 15.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

In witness whereof this agreement is executed as a deed and delivered on the date stated at the beginning of this agreement.

EXECUTED as a DEED
By affixing of the COMMON SEAL of
WILTSHIRE COUNCIL

in the presence of:

.....
Authorised Officer

EXECUTED as a DEED
By affixing of the COMMON SEAL of
Poulshot Parish Council

Commented [A1]: Poulshot Parish Council should confirm how they intend to execute the agreement as deed.

in the presence of:

.....
Authorised Officer

EXECUTED as a DEED
by Poulshot Parish Council
acting by and under the signatures of:

[INSERT NAME]	
[INSERT POSITION]	[SIGNATURE]

[INSERT NAME]	
[INSERT POSITION]	[SIGNATURE]

Schedule 1 – Section 106 Agreement

Schedule 2 – Data Protection

1 Data Processing

- 1.1 As at the Commencement Date, Wiltshire Council has determined that the performance of this agreement does not require disclosure of Personal Data.
- 1.2 Neither party shall disclose any Personal Data to the other party in connection with this agreement.
- 1.3 The parties acknowledge that each of them retains the role of Controller only for their respective organisation in connection with this agreement.
- 1.4 In the event that Wiltshire Council determines that disclosure of Personal Data is required for the proper performance of this agreement, before either party makes any such disclosure:
 - 1.4.1 the parties shall co-operate in good faith to review relevant requirements;
 - 1.4.2 should Wiltshire Council determine that changes to the terms of this Schedule 2 are necessary to ensure compliance with Data Protection Legislation (the **Required Changes**), Wiltshire Council will provide at least one month's written notice to Poulshot Parish Council of the Required Changes (such notice to be given in accordance with clause 12 (Notices)). Poulshot Parish Council will upon receipt of such notice confirm that it will accept these changes; and
 - 1.4.3 Poulshot Parish Council shall enter into such further agreements relating to compliance with Data Protection Legislation as Wiltshire Council may reasonably require.

Schedule 3 – Authorised Representatives

1.1 AUTHORISED REPRESENTATIVES

(a) Wiltshire Council's Authorised Representative:

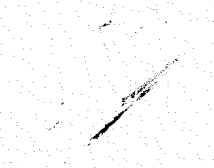
Mary Noyce – Technical Team Manager, Wiltshire Council, County Hall, Bythesea Road, Trowbridge. BA14 8JN

(b) Poulshot Parish Council Authorised Representative:

Cllr Mike Davis, Chairman, Poulshot Parish Council, C/O 18 Silbury Road, Calne, Wiltshire SN11 0ES

DATED 13th May 2015

- (1) WILTSHIRE COUNCIL
- (2) PIPPIN HOMES LIMITED
- (3) NATIONAL WESTMINSTER BANK PLC



**DEED UNDER SECTION 106 of the
Town and Country Planning Act 1990
and all other enabling powers
relating to
Land at Higher Green Farm, Poulshot**

Michelmores 
Woodwater House
Pynes Hill
Exeter EX2 5WR
DX 135608 EXETER 16
Tel: 01392 688688
Fax: 01392 360563

THIS DEED is made the 13th day of May 2015

BETWEEN

- 1 **WILTSHIRE COUNCIL** of County Hall Bythesea Road Trowbridge Wiltshire BA14 8JN ('the Council')
- 2 **PIPPIN HOMES LIMITED** (Company Registration No. 6018564) whose registered office is at Unit 2 Manor House Farm Poulshot Near Devizes Wiltshire SN10 1RW ('the Owner')
- 3 **NATIONAL WESTMINSTER BANK PLC** (Company Registration No. 929027) whose registered office is Credit Documentation Department 8th Floor 1 Hardman Boulevard Manchester M3 3AQ ('the Mortgagee')

BACKGROUND

- 1 The Owner is the freehold owner of the Land registered at the Land Registry under title number WT260443 shown for the purposes of identification only edged red on the
- 2 The Council is the local planning authority for the purposes of the Act and the housing authority for the area in which the Land is situated
- 3 The Owner has submitted the Planning Application to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed without which the Planning Permission would not be granted
- 4 The Mortgagee has the benefit of a charge registered against the Land

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

The definitions and rules of interpretation in this clause apply in this deed:

'the Act' means the Town and Country Planning Act 1990

'Affordable Housing' means:

- a. Social rented housing
- b. Affordable rented housing; and
- c. Intermediate housing

and provided to eligible households whose needs are not met by the market. Eligibility is determined with regard to local incomes and local house prices. Affordable Housing should include provision to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative Affordable Housing

'Affordable Housing Unit'

means any one of the four Residential Units to be provided as Affordable Housing

'Allocations Policy'

means the Council's policy for allocating Affordable Housing Units for all tenures (for the avoidance of doubt including LCMDs) in the administrative area of Wiltshire (as amended from time to time)

'Buyer'

means person(s) to whom LCMD(s) are to be transferred in accordance with Low Cost Market Dwelling Sale Scheme Terms

'Certificate'

means the certificate in the form set out in Part Six of Schedule One to be given by the Council to the Chief Land Registrar on each disposal of the LCMD once satisfied that the LCMD Sale Scheme terms have been complied with

'Commencement Date'

means the date Development Commences

'Commencement of Development'

means the date on which any material

operation as defined in section 56(4) of the Act forming part of the Development begins to be carried out with the exception of investigation of ground conditions and remedial work archaeological work demolition and erection of hoardings and in the context of a Residential Unit or Residential Units the material building operation or development in accordance with Section 56 of the Act shall refer to that Residential Unit or Residential Units and Commence and Commenced shall be construed accordingly

'Deed of Covenant'

means a Deed of Covenant given to the Council on every disposal of the LCMD by each and every Buyer in the form set out in Part Five of Schedule One

'Development'

means the erection of 9 houses (including 4 affordable houses) access and associated works permitted by the Planning Permission

'Director'

means the Director of Development or his appointed representative for the time being of the Council

'Dispute Resolution Procedure'

means the procedure set out in Schedule Three to this deed

'Exempt Disposal'

means a disposal of an individual LCMD made:

- a. to the spouse or former spouse of the Owner
- b. to a child of the Owner who resided with that Owner throughout the period of twelve months ending with the

disposal and in circumstances where the Owner has died in the LCMD in question passes to the said child by virtue of the Owner's will or on intestacy

'HCA'

means the Homes and Communities Agency established by Section 1 of the Housing and Regeneration Act 2008 or such other body replacing it in function

'Head of New Housing'

means the manager for the time being of the New Housing Team or such other person as the Council may appoint to perform the functions of the Head of New Housing under this Deed

'Index'

All Items Index of Retail Prices issued by the Office for National Statistics and in the event that such indices shall have changed the Council shall select a reasonable alternative index

'Index Linked'

means increased in accordance with the following formula:

Amount payable = the Contribution x (A/B)
where:

A = the figure for the Index that applied immediately preceding the date of actual payment and

B = the figure for the Index that applied when the Index was last published prior to the date of this Deed

'Interest'

means Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time

'Intermediate Housing'

means Affordable Housing homes for sale and rent provided at a cost above social rented housing but below open market levels the form of which shall be agreed with the Council at its absolute discretion and for the purpose of this Agreement shall include the Low Cost Market Dwellings

'Land'

means the land at Higher Green Farm Poulshot edged red on the Plan

'Land Compensation Act'

means In relation to clause 16 means the Land Clauses Consolidation Act 1845 the Land Compensation Act 1961 the Compulsory Purchase Act 1965 the Land Compensation Act 1973 and the Planning and Compensation Act 1991 and includes the Human Rights Act 1988 and any variation or enactment of the Land Compensation Acts on a date on or after the date of execution of this Deed which confers a right of compensation for the compulsory acquisition of land and/or the diminution in value of land as a result of the carrying out of or the use of public works

'LCMD Owner(s)'

means the person(s) registered at Land Registry as proprietors of an individual LCMD

**'Low Cost Market Dwelling(s)' and
'LCMD(s)'**

means that part of the Development comprising 4 Low Cost Market Dwellings each having three bedrooms being plots 1 – 4 inclusive identified within the Land edged blue on the Plan to be sold to Nominees at the Maximum Selling Price in accordance with the Low Cost Market Dwelling Sale

**'Low Cost Market Dwellings
Disposal Covenants'**

Scheme Terms

means the covenants set out in Part Three of Schedule One which shall be binding on all LCMD Owners and included in all Transfers of Low Cost Market Dwellings

**'Low Cost Market Dwelling Sale
Scheme Terms'**

means the LCMD sale scheme terms as set out in Part Four of Schedule One which procures that all sales of the Low Cost Market Dwellings are made:

- a. to Nominees
- b. at the Maximum Selling Price, and
- c. subject to the Low Cost Market Dwellings Disposal Covenants

'Market Housing Units'

means the units constructed and identified as part of the Development as general housing for sale or rent on the open market and which are not Affordable Housing Units

'Maximum Selling Price'

means the price calculated by applying the Percentage Discount of the Open Market Value of the relevant LCMD such Maximum Selling Price to have been first notified to the Council prior to all disposal of LCMD(s)

'Mortgagee'

means the proprietor of a registered charge or mortgage secured on an individual LCMD or any receiver or manager (including administrative receiver) appointed pursuant to the Law of Property Act 1925

**'Mortgagees Sale Exemption
Procedure'**

means the procedure to be followed by the Mortgagee exercising its power of sale of a LCMD and set out in Part Eight of Schedule One

'Nominee'	means a Person in Housing Need nominated by the Council as a prospective Buyer of a Low Cost Market Dwelling
'Occupation' and 'Occupied'	means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction
'Open Market Value' and 'OMV'	means the price at which the freehold or long leasehold interest in any Low Cost Market Dwelling would fetch if sold on the open property market by a willing seller to a willing buyer free of the LCMD Sale Scheme Terms and based upon a valuation undertaken by a chartered surveyor submitted to the Head of New Housing or other officer nominated by the Council. If the Open Market Value and Maximum Selling Price cannot agreed between the Council and the Owner the matter shall be determined in accordance with the Dispute Resolution Procedure set out in Schedule Three
'Open Space Contribution'	means the sum of £27,435.00 (twenty six thousand seven hundred and ninety five pounds) and payable in accordance with this deed
'Owners Covenants'	means the covenants entered into by the Owner as set out in Schedule One
'Percentage Discount' and '% Discount'	means 25% of the Open Market Value for the relevant LCMD given as a discount of the OMV on sale
'Persons in Housing Need'	means an individual who meets the requirements of the Allocations Policy and who is unable to compete in the open

	housing market from time to time as the financial resources of his/her household are too low to facilitate the purchase or rent of a house in the area and who is considered by the Council to be a person whom it is proper to be allocated a Low Cost Market Dwelling
'Plan'	means the drawing attached to this Deed
'Planning Application'	means the planning application for full planning permission submitted to the Council and allocated reference number K/59951/F
'Planning Permission'	means the planning permission for the Development that may be granted pursuant to the Planning Application
'Residential Unit'	means any of the residential units forming part of the Development
'Sale Notice'	means a notice in the form set out in Part Seven of Schedule One to be given to the Council by the Owner prior to exchange of contracts for disposal of LCMD(s)
'Specified Date'	means the date upon which an obligation arising under this Deed is due to be performed or such other date as shall be agreed in writing with the Council as appropriate
'Standards'	means as required by building regulations and the standards published by the National House Building Council or other recognised warranty scheme and in either case such regulations or standards as are current at the time the Affordable Housing Units are

constructed

'Transfer'

means the completed Land Registry form TR1 (or other official approved document) to be lodged at HM Land Registry to effect registration of the disposal of the LCMD

'Working Days'

means a day (other than a Saturday, Sunday or public holiday) in England when banks in London are open for business

2 CONSTRUCTION OF THIS DEED

- 2.1 Words importing the masculine include the feminine and neuter gender and vice versa
- 2.2 Words importing the singular include the plural and vice versa
- 2.3 Words importing persons include companies corporations and vice versa and all such words shall be construed interchangeable in that manner
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation (including by becoming a successor in title) all their obligations can be enforced against all of them jointly and against each individually
- 2.5 Insofar as different parts of or interests in the Land are owned by different persons each person Covenants with the Council and with one another to co-operate insofar as they are able to ensure that the Covenants herein on behalf of "the Owner" are fulfilled as expeditiously as possible
- 2.6 The headings throughout this Deed are for convenience only and shall not be taken into account in the construction and interpretation of this Deed
- 2.7 Any reference to a clause paragraph schedule or plan is to one in to or attached to this Deed and any reference to this Deed includes any schedule, plan, annexure or other attachment to this Deed
- 2.8 In the absence of contrary provision any reference to a Council document to be completed which is annexed or referred to in this Deed shall be the Council document which is current and in force at the date of its completion

- 2.9 In the absence of contrary provision any reference to a statute or statutory instrument includes any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force and reference to a statute includes any statutory instrument direction or specification made or issued under the statute or deriving validity from it
- 2.10 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and successors to any statutory functions of the Council
- 2.11 Covenants to do or not to do an action shall include respectively a covenant to permit or not to permit that action to be done

3 STATUTORY PROVISIONS

- 3.1 This Deed is made pursuant to the following:

Section 106 of the Act

Section 111 of the Local Government Act 1972

Section 1 Localism Act 2011

and all other enabling powers

and has been entered into by the Council pursuant to those powers

- 3.2 The covenants restrictions and requirements created by this Deed are planning obligations for the purposes of Section 106 of the Act to the intent that it shall bind the parties and their respective successors in title to each and every part of the Land and are enforceable by the Council as local planning authority

4 COMMENCEMENT

- 4.1 This Deed takes effect on the grant of the Planning Permission
- 4.2 The Owner shall notify the Council of the Commencement of Development the date of Occupation of the 3rd Market Housing Unit and the Owner agrees that no time shall run to the detriment of the Council if and so long as the Owner has failed to serve notice
- 4.3 If the Owner has not provided the information referred to in clause 4.2 above within 20

Working Days of its becoming available the Council shall have the right to obtain this information by other reasonable means and to charge the Owner its costs in obtaining this information subject to a maximum of one thousand pounds (£1,000) per time **PROVIDED THAT** the information is in fact obtained as aforesaid and reasonable evidence of this is provided by the Council to the Owner

5 THE OWNER'S COVENANTS

- 5.1 The Owner will observe and perform the obligations set out in this Deed and the Schedules

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owner as set out in Schedule 1

7 GENERAL

The parties agree that:

- 7.1 Nothing in this Deed constitutes an obligation to grant planning permission or any other approval consent or permission required from the Council in the exercise of any other statutory function and nothing in this Deed constitutes and such approval, consent or permission
- 7.2 This Deed does not and is not intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 (other than any replacement body of the Council)
- 7.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Land or that part of the Land in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest
- 7.4 Insofar as any clause or clauses or any part thereof of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed
- 7.5 If before the Commencement of Development the Planning Permission:

- 7.5.1 expires within the meaning of Sections 91 92 or 93 of the Act; or
- 7.5.2 is revoked quashed or modified without the consent of the Developer
- this Deed shall cease of have effect
- 7.6 The Owner shall pay to the Council:
- 7.6.1 its proper and reasonable legal costs incurred in negotiating preparing and entering into this Deed upon completion of this Deed and in relation to any transaction arising therefrom upon completion of the same
- 7.6.2 any legal or other professional costs incurred by the Council in monitoring and/or enforcing the performance of the Owner's obligations under this Deed
- 7.7 The Owner shall pay to the Council its proper and reasonable legal costs incurred in respect of the transfer or other disposal of any land or facility as required by this Deed
- 7.8 This Deed shall be registerable as a local land charge by the Council
- 7.9 If required by the Council the Owner shall secure registration of this Deed in the Charges Register of the Registered Title to the Land at the Land Registry
- 7.10 Where the agreement approval consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed
- 7.11 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed
- 7.12 Nothing contained or implied in this Deed shall prejudice affect fetter or restrict the rights powers duties and obligations of the Council in the exercise of its functions as Local Planning Authority or any other statutory function rights duties powers and obligations under all public and private statutes byelaws and regulations
- 7.13 This Deed is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales

8 NOTICES

- 8.1 Any notice or other communication given or made under this Deed shall be in writing and (unless otherwise herein provided) shall be deemed to be sufficiently served if sent by registered or recorded delivery post to the address of the party specified in this Deed or to such other address (in substitution thereof) as may be notified in writing by that party from time to time for this purpose and in the case of the Council shall be addressed to the Head of Legal Services and quote reference 19472

9 WAIVER

- 9.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default

10 CHANGE IN OWNERSHIP

- 10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Land occurring before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's name and registered office (if a company or usual address if not) together with the area of the Land or unit of occupation transferred by reference to a plan PROVIDED THAT this clause shall not apply to the disposal of an individual Residential Unit

11 INDEXATION

- 11.1 All financial contributions payable to the Council under this Deed shall be Index Linked

12 INTEREST

- 12.1 If any payment due under this Deed is paid late Interest will be payable from the date payment is due to the date of actual payment compounded annually

13 VAT

- 13.1 All consideration given in accordance with the terms of this Deed shall be exclusive of

any value added tax properly payable in respect thereof

- 13.2 If at any time VAT becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

14 **MORTGAGEE'S CONSENT**

- 14.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner

15 **INDEMNITY**

- 15.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- 15.1.1 Compensation (including any claim arising under the Land Compensation Acts)
- 15.1.2 Damages
- 15.1.3 Costs
- 15.1.4 Charges
- 15.1.5 Any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

- 15.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for

the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

16 DELIVERY

- 16.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

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

SCHEDULE 1

Covenants to the Council

The Owner covenants with the Council that it shall:

1 PART ONE - GENERAL

- 1.1 Provide four of the Residential Units as Affordable Housing the tenure of which shall be the Low Cost Market Dwellings unless otherwise agreed in writing with the Council

Design of Affordable Housing Units

- 1.2 Construct all of the Affordable Housing Units to the Standards unless otherwise agreed in writing with the Council

Transfer of Affordable Dwellings to Transferee

- 1.3 Not to Occupy or permit the Occupation of more than 3 of the Market Housing Units until the LCMDs have been completed in accordance with the Planning Permission and made available for Occupation and to provide to the Council on demand documentary evidence that the said LCMD's have been completed and are available for Occupation

Design of Affordable Housing Units

- 1.4 Ensure that the LCMDs are materially indistinguishable (in terms of outlook design and appearance) from the Market Housing Units of similar size (other than to accommodate any differences required as a result of Paragraph 1.2 of this Schedule 1

2 PART TWO – DISPOSAL COVENANTS

The Owner covenants with the Council:

- 2.1 Not to dispose of any LCMD until a Sale Notice has been served on the Council together with at least one chartered surveyor's valuation to calculate OMV (except in the case of an Exempt Disposal)
- 2.2 Not to dispose of any LCMD until the OMV has been agreed with the Council (except in the case of an Exempt Disposal)
- 2.3 Not to dispose of any LCMD other than in strict accordance with the LCMD Sale Scheme Terms (except in the case of an Exempt Disposal)

- 2.4 Not at any time to dispose of any LCMD for more than the Maximum Selling Price or to any person who is not a Nominee (except in the case of an Exempt Disposal)
- 2.5 Not to Occupy or allow Occupation of the LCMD(s) other than by the LCMD Owner and any persons living with the LCMD Owner as part of their family (within the meaning of Section 186 of the Housing Act 1985) or persons who they would ordinarily share possession of the LCMD with, in circumstances where there is not intended to be a relationship of landlord and tenant
- 2.6 Not at any time to dispose of any LCMD unless the Transfer to the Buyer contains the Low Cost Market Dwelling Disposal Covenants
- 2.7 Not at any time to dispose of any LCMD until the Buyer has entered into and delivered the Deed of Covenant to the Council
- 2.8 Within 7 days of completion of the Transfer of each LCMD to produce a certified copy of the completed Transfer and Deed of Covenants to the Head of New Housing

3 PART THREE – LOW COST MARKET DWELLINGS DISPOSAL COVENANTS

- 3.1 The Owner covenants not to dispose of a LCMD unless the Buyer has entered into the Deed of Covenant relating to the LCMD to be disposed of securing the Low Cost Market Dwelling Disposal Covenants as set out as follows in this paragraph 3:

Occupation

- 3.1.1 Not to cause or permit the LCMD to be Occupied at any time or in any way except by the LCMD Owner and any persons living with the LCMD Owner as part of his or her family (within the meaning of Section 186 of the Housing Act 1985) or persons who he or she would otherwise share a dwelling in circumstances where there is not intended to be a relationship of landlord and tenant

Restriction on Disposal

- 3.1.2 Not to dispose of the LCMD for more than the Maximum Selling Price or to any person other than a Nominee (except in the case of an Exempt Disposal)

Method of disposal

- 3.1.3 Not dispose of the LCMD except by way of sale of the freehold or long lease of 125 years

Restrictions/Covenants on Transfer

- 3.1.4 Not dispose of the LCMD unless the disposal Transfer contains the following covenants by the Buyer:

3.1.4.1 Not to dispose of the LCMD unless the Sale Notice has been served on the Council (except in the case of an Exempt Disposal)

3.1.4.2 Not to dispose of the LCMD except to a Nominee at no more than the Maximum Selling Price (other than by way of an Exempt Disposal)

3.1.4.3 Not to dispose of the LCMD unless the Deed of Covenant has been completed and delivered to the Council

3.1.4.4 Not to dispose of the LCMD unless a certified copy of the completed Transfer is delivered to the Council within seven days after completion

3.1.4.5 Not to dispose of the LCMD unless the Transfer contains an application to the Chief Land Registrar to enter a Form L Restriction in the registers of title of the LCMD that:

'No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by the Solicitor to Wiltshire Council that the provision of Schedule One of the Supplemental S106 Deed dated [insert date of this deed] made between Wiltshire Council (1) Pippin Homes Limited (2) has been complied with or that they do not apply to the disposition'

4 PART FOUR – LOW COST MARKET DWELLING SALE SCHEME TERMS:

Procedures on sale

- 4.1 The Owner for the time being of an LCMD shall before seeking to dispose of it deliver to the Council a Sale Notice
- 4.1.1 stating the Owner wishes to dispose of the LCMD at the Maximum Selling Price and
 - 4.1.2 providing (at the Owner's cost) at least one independent chartered surveyor's valuation (the date of which shall be within 2 months of the date of the Sale Notice) as evidence of Open Market Value for agreement by the Council
 - 4.1.3 requesting the Council to provide within twenty eight days of receipt of the Sale Notice details of a Nominee to buy the LCMD property, and
 - 4.1.4 Provide to the Council a photograph of the exterior of the LCMD property in electronic jpeg form for advertising purposes and pay the then current costs of advertising the property on Homes 4 Wiltshire or such other body as may succeed it.
- 4.2 The Council shall not later than 20 Working Days days after receipt of the Sale Notice provide to the Owner:
- 4.2.1 The name and address of a Nominee selected from expressions of interest in accordance with the Council's adopted housing allocations policy at the time the nomination is made.
 - 4.2.2 Either confirmation that the Maximum Selling Price proposed by the Owner in the Sale Notice is accepted by the Council, or
 - 4.2.3 Notification that the matter has been referred for determination in accordance with the Dispute Resolution Procedure, the outcome of which determination shall be notified to the Owners by the Council within two weeks of receipt
- 4.3 On receipt of notification of the Nominee the Owner shall send an unconditional written offer ('the Offer') to transfer the LCMD to the Nominee at the agreed Maximum Selling Price agreed with the Council or determined in accordance with the Dispute Resolution

Procedure

- 4.4 the Nominee shall have sixty days from the date of receipt of the Offer in which to exchange contracts for the purchase of the LCMD ('Exchange')
- 4.5 If the Nominee fails to Exchange within sixty days from the date of receipt of the Offer, the Owner shall request the Council to provide details of a second Nominee to buy the LCMD ('the Second Request') and the time periods and process set out in Clause 4.4 shall apply to such Second Request
- 4.6 If the Council shall fail to respond to a Sale Notice or Second Request within 20 Working Days, or if the Second Nominee fails to exchange within sixty days from receipt of the Second Offer THEN the Owners shall be entitled to dispose of the LCMD to any willing purchaser as a Market Housing Unit **PROVIDED ALWAYS** that the Owner shall have paid to the Council a sum equivalent to the Percentage Discount of the Open Market Value for the LCMD calculated at the date of disposal
- 4.7 In the event that the LCMD is disposed of as a Market Housing Unit in accordance with Paragraph 4.6 above and upon receipt by the Council of the sum equivalent to the Percentage Discount of the Open Market Value calculated at the date of disposal the provisions of this Schedule shall cease to apply to such LCMD
- 4.8 The Council shall use the payment of the sum equivalent to the Percentage Discount of the Open Market Value towards the provision of affordable housing within its area
- 4.9 Take all reasonable and prudent steps to avert repossession of the LCMD which he/she owns by a Mortgagee and to inform the Council immediately in the event of receiving notification from the Mortgagee of any breach of any obligations under their mortgage.

5 PART FIVE – DEED OF COVENANT

- 5.1 The Deed of Covenant shall be in the following form:

To: The Solicitor to Wiltshire Council

County Hall, Bythesea Road, Trowbridge, Wiltshire, BA14 8JN

Re: [insert LCMD address]

Transfer dated: [insert date of completion of disposal of LCMD]

Parties: [insert names of the Buyer and the Seller]

As the Buyer(s) of the above property I/we (jointly and severally) covenant with you the Council to observe and perform the Owners covenants set out in Schedule one to the Supplemental S106 Deed dated

[insert date of this deed]

made between Wiltshire Council (1) Pippin Homes Limited (2) and on request to supply to Wiltshire Council such information as it may reasonably require in respect of the owners/occupiers and/or prospective owners/occupiers of the to enable Wiltshire Council to satisfy it that the provisions of the said S106 Deed are being complied with

Date:

Signed as a Deed by

(Buyer(s))

In the presence of:

6 PART SIX – THE CERTIFICATE

- 6.1 The Certificate to be given by the Council to the Chief Land Registrar on each disposal of the LCMD once satisfied that the LCMD Sale Scheme Terms have been complied with:

CERTIFICATE

To: the Chief Land Registrar

Re: [insert LCMD address]

Transfer dated:

Parties:

I certify that the terms of the above transfer complies with the provisions of Schedule One to the Supplemental S106 Deed dated

[insert date of this deed]

made between Wiltshire Council (1) Pippin Homes Limited (2)

Dated:

Signed:.....

Solicitor to Wiltshire Council

7 PART SEVEN – SALE NOTICE

7.1 The Owner shall before seeking to dispose of the LCMD serve on the Council a Sale Notice in the following form:

(except in the case of Exempt Disposals)

Sale Notice

To: Head of Strategic Housing/Head of Allocations and Options

Wiltshire Council

County Hall

Bythesea Road

Trowbridge BA14 8JN

Re: [insert LCMD address]

Date of purchase:

Open Market Value at the date of this notice as agreed with the Council following a valuation by a Chartered Surveyor or as determined through the Dispute Resolution Procedure) is £[insert OMV]

Percentage Discount of Open Market Value is [amount of % Discount]

I/we give you notice in accordance with the provisions of Schedule One of the Supplemental S106 Deed made under Section 106 of the Town County Planning Act 1990 on [insert date of this deed]

between Wiltshire Council (1) Pippin Homes Limited (2)

that I/we wish to sell the above property at the Maximum Selling Price of

£[insert Maximum Selling Price]

(Calculated as Open Market Value less Percentage Discount)

and

I/we request the Council within 20 Working Days to provide the name and address of a Nominee to buy the LCMD property

Date:

Signed:

[Owners full names and address]

8 PART EIGHT – MORTGAGEES SALE EXEMPTION PROCEDURE

8.1 Subject to the provisions of Schedule One Part Eight Paragraph 8.2 below a Mortgagee shall not dispose of a LCMD pursuant to any default under the terms of its mortgage or charge secured against the LCMDs without:

8.1.1 first giving prior written notice of not less than 22 Working Days to the Council of its intention to dispose of the LCMD (**'the Disposal Notice'**); and

8.1.2 on completion of such disposal, paying the Council a sum equal to the lesser of:

8.1.2.1 the net sale proceeds of the disposal of the LCMD after payment of all sums due to the Mortgagee (including but not limited to the cost of disposal and any arrears) if any; and

8.1.2.2 a sum equal to the Percentage Discount of the Open Market Value of the LCMD at the date of disposal

8.2 PROVIDED THAT:

8.2.1 if within 22 Working Days from receipt of the Disposal Notice the Council responds (**'the Response'**) indicating that arrangements for the transfer of the LCMD can be made in such a way as to safeguard the LCMD as

Affordable Housing and at the Maximum Selling Price then the Mortgagee shall use its reasonable endeavours to agree such transfer ('the Transfer')

8.2.2 if the Council does not serve the Response within the 22 Working Days from receipt of the Disposal Notice then the Mortgagee shall, on payment of the appropriate sum specified in Paragraph 8.1.2 above, be entitled to dispose of the LCMD free of the restrictions set out Schedule One which shall from the time of completion of the disposal cease to apply and the Council shall do such further acts as the Mortgagee shall reasonably require to facilitate the disposal including but not limited to providing such consent as may be required to register the disposition with the Land Registry

8.2.3 if the Council cannot secure the Transfer at the Maximum Selling Price within 44 Working Days of the date of Response then provided that the Mortgagee shall have used its reasonable endeavours to comply with its obligations under Paragraph 8.2.1 the Mortgagee shall, on payment of the appropriate sum specified in Paragraph 8.1.2 be entitled to dispose of the LCMD free of the restrictions set out in Schedule One and the said restrictions shall from the time of completion of the disposal cease to apply and the Council shall do such further acts as the Mortgagee shall reasonably require to facilitate the disposal including but not limited to providing such consent as may be required to register the disposition with the Land Registry

PROVIDED THAT at all times the rights and obligations in this Schedule shall not require the Mortgagee to act contrary to its duties under its mortgage or charge secured against the LCMDs and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of monies outstanding under the mortgage

9 PART NINE - OPEN SPACE CONTRIBUTION

9.1 Not to allow more than three (3) Dwellings to be Occupied until the Open Space Contribution shall have been paid to and such payment acknowledged in writing by the Council (such acknowledgement not to be unreasonably withheld or delayed)

SCHEDULE 2

Covenants by the Council

Repayment of Contributions

The Council covenants with the Owner:

- 1 To use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid
- 2 To pay to the paying party such amount of any payment made by the Owner to the Council under this Deed which has not been expended or committed in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment on receipt of a written request from the Owner to do so

SCHEDULE 3

Dispute Resolution Procedure

1. Any dispute (which for the purpose of this Schedule 3 shall include any failure to agree or approve any matter or to unreasonably delay any such agreement or approval) arising out of the provisions of this Deed shall be referred to a person having appropriate qualifications and experience in such matters appointed jointly by the parties to the dispute or in default by a person nominated by the President for the time being of the Royal Institute of Chartered Surveyors on the application of any of the parties
2. The Expert shall act as an expert and not as an arbitrator and the decision of the Expert shall be final and binding upon the parties to the dispute except that the following provisions shall apply:
 - 2.1 The charges and expenses of the Expert shall be borne by the Owner of the LCMD
 - 2.2 The Expert shall give the parties to the dispute an opportunity to make representations to him before making his decision which he shall make available on request
 - 2.3 The Expert shall be entitled to obtain opinions from others if he so wishes
 - 2.4 The Expert shall make his decision within the range of any representations made by the parties to the dispute
 - 2.5 The Expert shall comply with any time limit or other directions agreed by the parties to the dispute on or before his appointment

Annex A Appendix 1: Plan

The **COMMON SEAL** of)

WILTSHIRE COUNCIL affixed in)

the presence of:)

Principal Solicitor

EXECUTED as a **DEED** by)

PIPPEN HOMES LIMITED in the)

presence of:)

[REDACTED]

BEUNDA DOLPHIN

33 St John's Street Director

Devizes

SN10 1BW

The **COMMON SEAL** of)

WILTSHIRE COUNCIL affixed in)

the presence of:)



Senior Solicitor

~~Principal Solicitor~~



81358

EXECUTED as a **DEED** by)

PIPPEN HOMES LIMITED in the)

presence of:)

Director

SIGNED and **DELIVERED** as a)

DEED for and on behalf of)

NATIONAL WESTMINSTER BANK)

PLC by a duly authorised Attorney)

in the presence of: Philip Birchall



MARYN FREEMAN

Documentor

Credit Documentation

Ref: 3232220 / M02

Amenity Land Terms of Reference

Name of working group to be determined possibilities– Natural Open Space, Amenity Land, Informal Recreation Field, Village Orchard.

Membership 3 to 4 members to be confirmed

- a) To help provide a community space for the benefit of the Village, helping to create a wildflower meadow and nature habitat, whilst overseeing the development and maintenance of the Community Orchard.
- b) When maintenance is needed, take the lead in arranging repairs, coordinate with the authorised contractor, and obtain quotes if required.
- c) To serve as a contact point for community members looking to use the land for a group activity.
- d) To act as a designated contact for community members to report land maintenance issues, including concerns related to trees, hedges, footpaths, gates, and fences.
- e) Promptly address any maintenance issue identified as posing a risk of injury or harm to members of the community.