

Parish Councillors, you are hereby summoned to a meeting of
Dinedor Parish Council
to be held on Thursday 18th April 2024 at 6.00pm
At Dinedor Village Hall

AGENDA

1. To receive Apologies, Declarations of Interest and requests for dispensations
- 2 Minutes: To approve the [minutes of the meeting held on 21st March 2024](#)
3. Public Participation
 - 3.1 Ward Councillors Report
 - 3.2 Matters raised by members of the public in attendance
 - 3.3 Police Matters
4. Clerk's Report
5. Financial Matters:
 - 5.1 To approve payments now due:

• PrintPlus		
March newsletter printing		£55.00
• HALC		
Councillor training	£50.00	
VAT	£10.00	
Total payment		£60.00
• Information Commissioner's Office		
Data Protection Registration renewal		£40.00
 - 5.2 To note receipts since the last meeting:

• Arqiva		
Communications mast rental		£2,000.00
• Herefordshire Council		
Lengthsman Grant 2023-4		£721.00
 - 5.3 To note account balance at date of meeting
 - 5.4 To note unaudited receipts and payments account for year ended 31.3.2024
 - 5.5 To note audit process for year ended 31.3.2024
 - 5.6 To consider grant request from St. Andrews Church for churchyard grass cutting for the 2024 season
6. Highway Matters
 - 6.1 Lengthsman Scheme
 - 6.1.1 To agree Lengthsman Contract and Annual Maintenance Plan for 2024-5
 - 6.1.2 Report from the Lengthsman
 - 6.2 Footpaths: Report from Footpaths Officers
 - 6.3 Drainage works – update on additional funding that may be available.

7. Planning Matters
 - 7.1 Applications now due for consideration:
 - 7.1.1 Ref: [240694](#)
Site: Carpigiani House, Coldnose Road, Rotherwas
Dev: Proposed erection of a 226m class B2/B8 industrial building and extended gabion wall
 - 7.2 Decisions by Herefordshire Council since the last meeting
 - 7.3 Applications under permitted development rights, if any – for information
 - 7.4 Planning Enforcement Activity, if any
 - 7.5 To consider parish council response to [Herefordshire Local Plan consultation](#)
8. Dinedor Village Hall: Report from the Village Hall
9. Dinedor Camp
 - 9.1 To receive report from Dinedor Camp Steering Group meeting with Historic England
 - 9.2 Update on tree safety work
10. To consider convening Annual Parish Meeting
11. requests for Councillor training, if any
12. Information item: reports from Councillors
13. Items for the next agenda and date and time of next meeting

Liz Kelso

Clerk, Dinedor Parish Council
c/o 5 Deerhurst Drive, Belmont, Hereford HR2 7XX

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Issued: 15.3.2024

Members of the public are welcome to attend meetings of the parish council and may, at the discretion of the Chair, speak on some agenda items.

In the interests of the wellbeing of those attending the meeting, please do not attend the meeting if you or a member of your household are unwell.

Dinedor Parish Council

Meeting to be held on 18th April 2024

Clerk's Report – Agenda item 4

The following items are brought to members attention but not the subject of a separate agenda item:

1. Herefordshire Transport Plan Survey

Alongside the Herefordshire Local Plan Consultation (see agenda item 7.5), Herefordshire Council are also conducting a survey to inform the Herefordshire Local Transport Plan. The survey is not suitable for a consensus response from parish councils so members and members of the public are encouraged to complete the survey individually. The survey can be accessed via the Herefordshire Council website.

2. Financial Year End

The financial year end for all parish councils is 31st March. Work is now taking place to prepare for the internal audit process which has been set for May 8th with internal auditors Mulberry & Co. Their report may be available for consideration at the meeting on 16th May but if not, will be put to the parish council for consideration in June. The draft Receipts and Payments account for the year which is a separate agenda item at this meeting indicates that the parish council can again claim an exemption from a separate external audit by PKF Littlejohn, avoiding an additional audit fee of some £200.00.

As part of the financial year end procedures, the annual PAYE return has been submitted to HMRC and a reclaim of VAT paid on purchases amounting to £621.25 which is likely to be received in the next few weeks.

Dinedor Parish Council
Bank Reconciliation
Year to 31.3.2024

Cash Book

Opening Balance	£ 13,305.98
Add receipts	£ 19,017.01
Less Expenditure	£ 14,425.91
Balance	£ 17,897.08

Bank Statement

Per bank statement	31.3.2024	£ 17,897.08
Add receipts since statement:		
Less:	payments not yet authorised at statement date s/o since last statement	

£	-	£ 17,897.08
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£	-
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	Year to 31.3.2023	Year to 31.3.2024
RECEIPTS		
Precept	£ 9,500.00	£ 9,500.00
Grants Received:	£ -	
Drainage grant	£ -	£ 4,399.99
Lengthsman Grant 2023-4	£ -	£ 721.00
Insurance Premium Reimbursement	£ 876.00	£ 981.13
Other Income	£ 2,000.00	£ 2,000.00
VAT Reclaim	£ 966.52	£ 1,414.89
Total Income	£ 13,342.52	£19,017.01
PAYMENTS		
Staff Costs	£ 5,072.42	£ 5,435.79
General Office Costs	£ 393.61	£ 639.99
Room Hire/meeting costs	£ 175.50	£ 264.00
Insurance	£ 1,559.14	£ 1,664.29
Repairs & Maintenance	£ 6,600.00	£ 1,820.00
Dinedor Camp		
Maintenance	£ 720.00	£ 695.00
Equipment	£ -	£ -
Legal Expenses	£ -	£ -
Purchases	£ -	£ -
Subscriptions	£ 395.51	£ 459.34
Audit Fees	£ 110.00	£ 249.75
Election Costs	£ -	£ 141.50
Advertising/Publicity	£ -	£ -
Training	£ 50.00	£ 90.00
Website Costs	£ -	£ 225.00
Newsletter	£ 310.00	£ 330.00
Neighbourhood Plan costs	£ -	£ -
Grants and Donations		
s137 payments - grant for churchyard grass cutting	£ 370.00	£ 560.00
Grants for village hall	£ 60.00	£ 900.00
Miscellaneous	£ -	£ 330.00
VAT	£ 1,414.89	£ 621.25
Total Expenditure	£ 17,231.07	£14,425.91
Surplus/Deficit for the Year	-£ 3,888.55	£ 4,591.10
RESERVES		
Opening Balance	£ 17,194.53	£13,305.98
Add: Net expenditure	-£ 3,888.55	£ 4,591.10
Closing Balance	£ 13,305.98	£17,897.08

PARISH LENGTHSMAN SCHEMES

DATED: _____

DINEDOR PARISH COUNCIL

And

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL

LENGTHSMAN AGREEMENT

PARISH LENGTHSMAN SCHEMES

THIS AGREEMENT is made on the
BETWEEN

1. THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL of the one part and
2. DINEDOR PARISH COUNCIL of the other part.

1. INTERPRETATION

In this Agreement the following expressions shall have the following meanings: -

- 1.1 "The Council" shall mean the County of Herefordshire District Council of Plough Lane, Hereford HR4 0LE
- "The Parish" shall mean the Parish Council.
- "The Managing Agent" shall mean Balfour Beatty Living Places.
- Commencement Date
- Expiry Date 31ST March 2025
- "Public Realm" shall comprise the highways, public rights of way and public open spaces specified in Annex 1 part 1 in so far as they relate to each part of the Public Realm Maintenance specified in Annex 1, Part 2A, Part 2B and Part 2C.
- "Public Realm Maintenance" shall comprise the particular minor Core Public Realm Maintenance work specified in Annex 1, Part 2A and Part 2C together with the Public Realm Maintenance Work specified in Annex 1 Part 2B.
- "Financial Year" shall mean from 1 April in any year to 31 March in the next year.
- "Funding" £618.00 in relation to Public Realm Maintenance as outlined in the Annual Maintenance Plan

£618.00 in relation to Nominated Task as appended to this agreement.

[Please delete the above as appropriate]
- "Match Funding" The amount of match funding the parties have agreed for additional works under this agreement Sum per annum based on lengths of road plus any match funding agree match

funding within 8 weeks of signing contract) £309.00

"Nominated Task"

shall mean a task agreed in writing between the Council and/or the Managing Agent, and the Parish and included in the Annual Management Plan to be carried out or arranged to be carried out at a cost agreed.

"Contractor"

shall mean person or persons contracted by the Parish Council, otherwise termed as Lengthsman or persons carrying out agreed tasks.

2. PURPOSE OF AGREEMENT

- 2.1 The Council as the local Highway Authority and as the authority responsible for other land, parks public open spaces and public rights of way is desirous of minor Public Realm Maintenance work being carried out by the Parish to meet the requirements of both the Council and the Parish.
- 2.2 The Managing Agent is employed by the Council to manage this Agreement.
- 2.3 This Agreement is entered to provide the terms under which that Public Realm Maintenance work shall be carried out through the powers of the Council and the Parish to do so under Section 101 of the Local Government Act 1972 and all other enabling powers.
- 2.4 The Council, Managing Agent, Parish and Contractor shall work as partners and in the spirit of mutual trust and cooperation to achieve the Council's objectives and the agreed objectives of the Parish in regard to the Public Realm.
- 2.5 The parties agree and acknowledge that:
 - (a) nothing in this Agreement shall change or otherwise affect the Council's legal rights and obligations as the local Highway Authority or cause the Parish to assume the Council's legal obligations to maintain the highways falling within the boundaries of the Parish.
 - (b) the Parish, at its discretion, has decided to support the Council in undertaking certain highways maintenance work which both parties consider to be low risk and amenable to local resolution, but the Parish may choose to decline any Nominated Tasks or other Public Realm Maintenance at any time.
 - (c) any Nominated Tasks or other Public Realm Maintenance undertaken by the Parish, or its Contractor(s) shall be completed to a standard of workmanship equivalent to, and in any event no higher than, that which would be applied by the Council if it was undertaking the work itself.
- 2.6 Within 4 weeks of signing this Agreement, the Managing Agent and Parish shall work together to produce an annual maintenance plan for the Public Realm (Annual Maintenance Plan). The Annual Maintenance Plan shall contain a statement of the Council's objectives and the Parish's objectives for the Public Realm, it shall detail the activities that the Managing Agent and the Parish intend to undertake together to deliver these objectives through Public Realm Maintenance works; details of any Nominated Tasks; details of activities that the Parish and the Contractor intend to undertake to deliver Public Realm Maintenance; it shall specify at least one measure of performance against the plan; and the plan shall be in accordance with the requirements of this contract. The plan shall clearly state the funding to be used to fulfil the tasks of the plan.

3. DURATION OF THIS AGREEMENT
 - 3.1 This Agreement shall commence on the Commencement Date and shall continue until Expiry Date or until either party gives notice under the Agreement to terminate it.
 - 3.2 Both the Council and the Parish shall have the right to terminate this Agreement on giving three months' written notice to the other party.
 - 3.3 Either party may terminate this Agreement immediately in the event that the other party "the defaulting party") commits a material breach of any term of this Agreement which, if capable of remedy, has been notified to the defaulting party and has not been remedied by the defaulting party within 10 working days of such notification.
4. PUBLIC REALM MAINTENANCE
 - 4.1 The Parish shall carry out the Public Realm Maintenance and any Nominated Task with all reasonable skill care and attention and in accordance with good industry practice. The Nominated Tasks shall be carried out to the requirements of the Council and in compliance with the materials and standards approved by the Council and/or the Managing Agent (provided the Council or the Managing Agent shall have notified the Parish in advance of the approved materials or standards).
 - (a) the Public Realm Maintenance on the Public Realm to at least the standard and the minimum level of frequency specified in Annex 1 Part 2A, 2B and 2C. and/or
 - (b) any Nominated Task.
 - 4.2 The Parish shall comply with all relevant statutory requirements (including Health and Safety at Work Legislation) at all times in carrying out the Public Realm Maintenance or any Nominated Task. All works will be carried out in accordance with the Safety at Street Works and Road Works: Code of Practice 2013.
 - 4.3 The Parish in carrying out the Public Realm Maintenance or any Nominated Task shall not impede the passage of vehicles and shall safeguard the passage of pedestrians and shall use signs and cones when necessary for the guidance and protection of the public and to comply with the standards of the Council including any Code of Practice issued by the Council, or the Managing Agent, to the Parish.
 - 4.4 Work that will impede the flow of traffic will require traffic management and will require a permit. The Parish shall allow a minimum of two weeks' notice to the Managing Agent of any works that may impede traffic flow and require a permit.
 - 4.5 Where a permit is required, the Parish shall notify the Managing Agent, who shall be responsible for notifying the Council's traffic manager, of any works being carried out on the highway which will disrupt the flow of traffic. Where the works conflict with other works being carried out on the Public Realm or other highways the Council's traffic manager and/or the Managing Agent may require the Parish to reschedule or revise the extent of their works. The Parish will comply with any request made by either the Managing Agent or the Council's traffic manager.
 - 4.6 If the Council or its Managing Agent considers that any Public Realm Maintenance undertaken by the Parish or any of its Contractors is inadequate, unsafe or generally does not meet the standards set out in this Agreement then (without prejudice to the Council's

other rights and remedies under this Agreement) the Council may require the Parish at its own expense to reschedule and re-perform the Public Realm Maintenance correctly within such reasonable time as may be specified by the Council and/or its Managing Agent.

- 4.7 The Parish shall ensure that any Contractor appointed under this Agreement has the requisite qualifications, skills, and experience necessary for the proper performance of the Public Realm Maintenance. The Council reserves the right (acting reasonably) to require that a Contractor is immediately removed from Public Realm Maintenance work in circumstances where the Council or its Managing Agent has reasonable grounds to believe that the Contractor is unsuitable, whether on the basis of the Contractor's qualifications, skills, or experience or on the basis of Public Realm Maintenance work already undertaken by the Contractor.

5. INDEMNITY AND INSURANCE

- 5.1 The Parish will be liable to the Council for, and must indemnify and keep the Council indemnified against:

- (a) any loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:
- (b) any loss of or damage to property (whether real or personal); and
- (c) any injury to any person, including injury resulting in death; and
- (d) any direct losses of the Council,

that result from or arise out of the Parish's or any appointed Contractor's negligence or breach of contract in connection with the performance of this Agreement, except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Council, its employees, or agents.

- 5.2 The Parish shall maintain an insurance policy with a reputable insurance company to provide public liability cover against any claim arising out of the indemnity to a minimum level cover of £5,000,000 and shall ensure that any Contractor maintains similar insurance.

- 5.3 The Council will be liable to the Parish for:

- (e) Any direct loss, damages, costs, expenses, liabilities, claims, actions and/or proceedings (including the cost of legal and/or professional services) whatsoever in respect of:
- (f) any loss of or damage to property (whether real or personal); and
- (g) any injury to any person, including injury resulting in death; and
- (h) any direct losses of the Parish,

that result from or arise out of the Council's negligence or breach of contract in connection with the performance of this Agreement, except insofar as that loss, damage or injury has been caused by any act or omission by or on the part of, or in accordance with the instructions of, the Parish, its Contractors, employees, or agents.

Limitation of liability

- 5.4 Subject to clauses 5.1 and 5.3, neither party shall be liable to the other party (as far as permitted by law) for indirect special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill, or business opportunities whether direct or indirect.
- 5.5 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement. Subject to clause 5.3, the Council's total aggregate liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this agreement (other than a failure to pay any of the Funding or Match Funding that are properly due and payable and for which the Council shall remain fully liable), shall in no event exceed the Funding or Matching Funding paid or payable under or pursuant to this Agreement.
- 5.6 Subject to clause 5.1, the Parish's total liability in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement shall in no event exceed the sum of £5 million in relation to any one claim or series of connected claims.
- 5.7 Notwithstanding any other provision of this Agreement neither party limits or excludes its liability for:
- fraud or fraudulent misrepresentation;
 - death or personal injury caused by its negligence;
 - breach of any obligation as to title implied by statute; or
 - any other act or omission, liability for which may not be limited under any applicable Law.

6. COUNCIL TRAINING, SUPERVISION AND GUIDANCE

- 6.1 The Council and the Managing Agent shall be entitled to provide guidance on the Public Realm Maintenance work and Nominated Tasks and the manner in which it shall be carried out as necessary.
- 6.2 The Council and/or the Managing Agent may on occasions inspect the Public Realm Maintenance and give supervisory advice, if necessary. The Managing Agent shall act as the 'supervisor, manager or other competent person' in regard to the Safety at Street Works and Road Works Code of Practice 2013.
- 6.3 The Council will provide the amount stated in clause 1.1 (funding for training) for initial health and safety training through the Managing Agent and The Council, and the Managing Agent may provide further training identified by the Parish, or the Managing Agent and Council. –
- 6.4 The Parish and the Contractor shall comply with all guidance, advice, training, and instruction provided in accordance with Clauses 6.1, 6.2 and 6.3.
- 6.5 The Council through the Managing Agent will provide the amount set out in clauses 1.1 (funding for equipment) which may be used to purchase signs, cones, and other highway

safety equipment. This will be a one-off payment at the discretion of the Council. The Parish shall ensure that all work carried out under its direction is carried out in a safe and efficient manner with the use of appropriate equipment in good working order. The Parish will or the Contractor will be responsible for purchasing any other safety equipment required.

7.0 PAYMENT

- 7.1 Subject to meeting the requirements of the Annual Maintenance Plan in relation to this contract, The Council will provide the Funding and Match Funding to the Parish.
- 7.2 Unless agreed otherwise in writing between the parties, the Council shall pay the Funding and/or Match Funding, to the Parish quarterly in arrears in accordance with clause 7.3 and 7.4.
- 7.3 The Parish shall submit invoices quarterly for Public Realm Maintenance works and Nominated Tasks completed in the previous quarter. The annual sum invoiced shall not exceed the total of the Funding and/or the Match Funding.
- 7.4 All expenditure must be supported with documentary evidence listed below. The Parish must make available all evidence to the Council and the Managing Agent on request and comply with any reasonable audit requirement that the Council and/or the Managing Agent may have. The Council shall not withhold any payment or part payment without giving the Parish one-month prior notice.

Evidence requirements:

- Copy of all schedules of works completed for the quarter against the Annual Maintenance Plan and Nominated Tasks.
 - Income and Expenditure records for the scheme
 - Copy of the Contractors Invoices to support payment applied for
 - Invoice to the Council for the Funding and/or Match Funding claimed based on the work identified
- 7.5 All Funding and/or Match Funding paid by the Council under this agreement that have not been expended by the Parish on Public Realm Maintenance or Nominated Tasks before the expiry date shall be repaid to the Council within 3 months of the end of the agreement.
- ### 8.0 COMPLAINTS
- 8.1 The Parish shall record and report to the Managing Agent any complaints made in respect of Public Realm Maintenance or Nominated Tasks. The Parish shall deal with these complaints in cooperation with the Managing Agent.
- 8.2 The Council and the Managing Agent is entitled to refer any complaints it receives to the Parish.
- 8.3 The Council and the Managing Agent shall have the option to investigate any complaints that it considers necessary to investigate.
- 8.4 The Parish shall provide a written summary to the Managing Agent of all complaints received and the action taken in response to such complaints within 10 working days of receipt of complaint.

- 8.5 The Parish shall notify the Managing Agent immediately of any complaints received which may potentially involve the Council or the Managing Agent in any claim.

9.0 VARIATION

- 9.1 The Council and the Parish reserve the right at any time by written agreement to vary the terms of this Agreement.

10. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 10.1 This Agreement does not confer rights to any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

11 WAIVER

- 11.1 No forbearance or delay by either party in enforcing its respective 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. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Parish in respect of the Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Parish of its obligations to deliver the Services in accordance with the provisions of this Agreement.

12 DISPUTE RESOLUTION

- 12.1 If any dispute arises in connection with these terms and conditions or delivery of the Services, the Council's Representative and the Parish's Representative shall, within 5 Working Days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 12.2 If the dispute is not resolved at that meeting, the parties will attempt to settle it by referring the matter to the relevant senior officer at the Council and the Business Manager (or equivalent) of the Parish who will meet in a good faith effort to resolve the matter within 20 Working Days of referral.
- 12.3 If the dispute is not resolved by the parties referred to in clause 9.2, the parties will attempt to settle it by referring the matter to the parties respective Service Directors (or equivalent) who will meet in a good faith effort to resolve the matter within 20 Working Days of referral.
- 12.4 If the matter is not resolved through negotiation either Party may refer the matter to mediation.

13 DATA PROTECTION

- 13.1 The Parties are independent Controllers of any Personal Data processed under this agreement. Any Personal Data processed under the agreement will be carried out in accordance with current Data Protection Legislation and in particular the principles set out in Article 5 UK GDPR or Chapter 2 of Part 3 Data Protection Act 2018 (DPA 2018).

- 13.2 Each Party shall ensure that it has legitimate grounds under the Data Protection Legislation for the Processing of Personal Data under this Agreement.
- 13.3 The Parties agree that in respect of the Personal Data processed under this Agreement, they will provide clear and sufficient information to the Data Subjects, in accordance with Article 13 and/or 14 UK GDPR or Clause 44 DPA 2018.
- 13.4 The Parties agree to comply with their obligations to respond to Data Subject access requests and to give effect to other rights of Data Subjects in accordance with Data Protection Legislation.
- 13.5 Each Party shall promptly notify the other of any dispute, claim or query brought by Information Commissioner or Data Subject concerning the Processing of Personal Data provided under this Agreement.
- 13.6 Each Party agrees to co-operate and provide reasonable assistance and information to the other Party in dealing with any dispute, claim or query brought by Information Commissioner or Data Subject in connection with this Agreement, with a view to settling them amicably and in a timely fashion.
- 13.7 The Parties agree to have in place throughout the term of this Agreement appropriate technical and organisational security measures to:
- 13.7.1 prevent:
- (a) unauthorised or unlawful Processing of the Personal Data provided under this Agreement; and
 - (b) the accidental loss or destruction of, or damage to, the Personal Data provided under this Agreement; and
- 13.7.2 ensure a level of security appropriate to:
- (a) the harm that might result from such unauthorised or unlawful Processing or accidental loss, destruction, or damage; and
 - (b) the nature of the Personal Data to be protected
- 13.8 It is the responsibility of each Party to ensure that its staff members are appropriately trained to handle and process the Personal Data in accordance with the agreed technical and organisational security measures together with any other applicable national data protection laws and guidance and have entered into confidentiality agreements relating to the processing of Personal Data.
- 13.9 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Council may on not less than 30 Working Days' notice to the Parish amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office or variation to the Data Protection Legislation.

14 AUDIT

- 14.1 The Parish shall keep and maintain until 6 years after this Agreement has been completed, or as long a period as may be agreed between the parties, full and accurate records of this Agreement including the works provided under it and all Funding and Match Funding paid by the Council. The Parish shall on request afford the Council and/or the Managing Agent such access to those records as may be required by the Council in connection with the Agreement.

15 SEVERABILITY

- 15.1 If any of the provisions of this Agreement is judged to be illegal or unenforceable, the continuation in full force and effect of the remainder of them will not be prejudiced.

16 PARTNERSHIP OR AGENCY

- 16.1 Nothing in this Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this Agreement.

17 FORCE MAJEURE

- 17.1 Subject to the remaining provisions of this clause 21, neither party to this Agreement shall be liable to the other for any delay or non-performance of its obligations under this Agreement to the extent that such non-performance is due to a Force Majeure Event.
- 17.2 In the event that either party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, such party shall:
- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
 - (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 17.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect, or failure to take reasonable precautions against the relevant Force Majeure Event.
- 17.4 The Parish cannot claim relief if the Force Majeure Event is one where a reasonable Parish should have foreseen and provided for the cause in question.
- 17.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Parish is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.
- 17.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following such notification, this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

17.7 The Council may, during the continuance of any Force Majeure Event, terminate this Agreement by written notice to the Parish if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 20 Working Days.

18 PREVENTION OF BRIBERY

18.1 The Council may terminate this Agreement by written notice with immediate effect, and recover from the Parish all losses resulting from such termination, if the Parish, or any of its employees, agents, or sub-contractors (in all cases whether or not acting with the Parish's knowledge):

- a) directly or indirectly offers, promises or gives any person working for or engaged by the Council a financial or other advantage to;
- b) induces that person to perform improperly a relevant function or activity;
- c) rewards that person for improper performance of a relevant function or activity;
- d) directly or indirectly requests, agrees to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- e) commits any offence:
 - i. under Section 117(2) of the Local Government Act 1972;
 - ii. under the Bribery Act 2010;
 - iii. under legislation creating offences concerning fraudulent acts; or
 - iv. at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
- f) defrauds, attempts to defraud, or conspires to defraud the Council.

18.2 Any termination under clause 18.1 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

19 MODERN SLAVERY

19.1 To the extent that the Modern Slavery Act 2015 may apply to the Parish, the Parish:

(a) represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Parish nor any of its officers, employees, agents, Subcontractors or other persons associated with it:

- (i) have been convicted of any offence involving slavery and human trafficking anywhere in the world;
- (ii) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body anywhere in the world regarding any offence or alleged offence of or in connection with slavery and human trafficking.

(b) shall implement and maintain throughout the term of any contract with the Council due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

(c) shall report to the Council any breach or alleged breach of the Parish's anti-slavery and human trafficking policies and procedures or those of its suppliers, sub-contractors and other participants in its supply chain and shall provide

PARISH LENGTHSMAN SCHEMES

Balfour Beatty

 Herefordshire
Council

Working for Herefordshire

reasonable assistance to the Council to allow the Council to carry out any audit of the Parish's anti-slavery and human trafficking policies and procedures or those of any suppliers, sub-contractors and other participants in its supply chains.

20 ENTIRE AGREEMENT

20.1 This Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

SIGNED

by

its duly appointed Chairman

and

its duly appointed Clerk on

behalf of DINEDOR PARISH COUNCIL

Signed on behalf of the COUNTY
OF HEREFORDSHIRE DISTRICT
COUNCIL



27.03.24

.....
Authorised Signatory

Parish Council Annual Maintenance Plan.

Scope Of Works

April 2024 to March 2025

Routine Highway Maintenance Day.

The number of days per year and frequency would be approved by the individual parish councils based on their budget figure for road maintenance and village upkeep.

Maintenance Day Scope of Works.

Clear grids and clean out road gullies.

Clear road culvert headwalls.

Check inspection pits.

Clear headwalls.

Clear grips and reform leads.

Clear minor obstructions from roadside ditches and reform leads.

Clean off road signs.

Clear minor storm debris off the roads.

Collect litter and rubbish from areas worked.

Note and report major defects to Parish Council for forwarding to Locality Steward.

Maintenance Day - summer- as above and to include,

Strim round grit boxes and cut back overgrowth.

Strim round road signs and cut back overgrowth.

Strim verges and cut back hedgerows on bends and junctions.

Highway Drainage Maintenance (Ditches).

This this work is normally carried out on live and narrow single carriage way roads requiring a traffic management team to be in attendance.

Parish Council's normally approve this work as a result of a ditch drainage system failure presenting a clear danger to road users by way of causing the road to flood or surface water freezing during icy condition.

On areas of roads specified by the parish council at frequencies set out to maintain public safety.

Specific Tasks.

Any tasks raised by the parish council and not covered by in the above paragraphs.

Special Conditions applying.

We now must be licensed waste carriers to legally collect and remove any form of waste during the cause of our work charges for this are shown on invoice as Waste Carriers Licence Fee (WCLF).

During routine maintenance days for parish council we identify areas of work by marking the road surface with semi-permanent spray the colours changing each month.

Charges for spray will be shown on invoice under materials.

PROW Maintenance Account.

Routine Maintenance.

This work normally involves use of and held power tools.

When paths are badly obstructed and have been effectively closed by the obstruction, we will raise a specific task costing as it may require motorised equipment to clear the paths.

Clear undergrowth and cut back overgrowth.

Remove obvious trip hazards.

Check structures for defects or damage.

Replace signage as required.

Report defects to PPO.

Account Costings.

Roads Maintenance Day.

2-man team operating their own traffic management with a service vehicle fully equipped to carry all tasks set out in the Scope of Works.

3 operatives and vehicle-£459.

Marker spray- £5.

WCLF-£2

Total-£466 per day.

Highway Drainage Maintenance (Ditches).

3/4-man team to include traffic management with digger and transport to remove any spoil from the ditch not used to reform the verges.

£864 per day.

Highway Drainage High Pressure Jetting.

2/3-man team and jetting vehicle.

£648 per day. _

Mechanical Verge Cutting.

£43.2 per hour.

Tractor- operator- and verge cutter

PROW Account.

Routine Maintenance Day.

£378 per day.

Specific Tasks and General Work.

Costing to be presented when full details of the tasks are made available.

Special Notes.

The risk assessment has highlighted that lone man working on public highways is no longer acceptable due to the unavoidable risk factors that prevail.

Our insurers have notified that the practice of lone man working on public highways may invalid our insurance cover.

Balfour Beatty the managing agents for HCC have also indicated that lone man working is not a practice which they approve of and if their Locality Stewards become aware of this practise during their rounds, and they feel that the lengthsman's is at risk they reserve the right to instruct suspension of the work on H&S grounds.

At least one operative in each team will be hold a statutory Street Works Card required for working on public highways.

All equipment, machinery, tools specialist equipment will be provided by TGC and costings for this equipment is included in the rates listings.

All costings plus vat.



Directorate/Division: Economy and Environment
Team: Development Management
Our Ref: 240694
Please ask for: Awaiting Allocation
Direct line: 01432 260000
Email: planning_enquiries@herefordshire.gov.uk
Date: 21/03/2024

Mrs Liz Kelso
Clerk to the Parish
Dinedor PC
5 Deerhurst Drive
Belmont
Hereford
HR2 7XX
clerk@dinedorparishcouncil.gov.uk

Dear Mrs Liz Kelso

APPLICATION NO & SITE ADDRESS: Planning Consultation - 240694 - Carpigiani House, Coldnose Road, Rotherwas, Hereford, Herefordshire HR2 6JL
DESCRIPTION: Proposed erection of a 226m² (2,400 sq. ft.) Class B2/B8 industrial building and extended gabion wall
APPLICANT(S): Mr P Ingram
GRID REF: OS 353416, 237660
APPLICATION TYPE: Planning Permission
WEBSITE LINK: <http://www.herefordshire.gov.uk/searchplanningapplications>

Please note: Due the high caseloads currently being held by officers we are currently allocating new applications to officers on a capacity basis. This application is currently in a holding pile awaiting the allocation of an officer in the interim please respond using the online comments form.

However, if you are requesting an extension of time in which to make comments, in due course a site visit will be carried out and an appropriate notice erected. Once the site notice has been erected a further 21 day consultation period will be given following the date of the notice is erected therefore before requesting an extension of time you might want to check the website for the current consultation end date. Any requests for extension of time should be emailed to planning_enquiries@herefordshire.gov.uk and someone will assess your request.

We have received an application which affects your Parish. The application is described above and we are seeking the comments or views of your Parish Council. If the land concerned is on or near the parish boundary, we consult both councils as a matter of courtesy and welcome local views.

The planning application and its supporting documentation can be viewed, normally within 24 hours, by using the website link above and entering the application number 240694.

If you wish to make comments which you would like the Council to take into account before making a decision on the application, please respond by **13/04/2024**. If you do not respond by this date it will be assumed that you have no comments to make.

You will be able to monitor the progress of the application, including all of the correspondence received, any amended or additional documentation, the officer report and the decision by viewing the application on the Council's website.

Yours faithfully