



Minutes of the Facilities & Services Committee Meeting Tuesday 28 July 2026

FS 14 / 26 Attendance and apologies

Attendance: Cllr Morgan (Chair); Cllr Pike; Cllr Curtis and Cllr Coxon

Present: Nikki Tomlinson (Deputy Clerk), John Rose (Facilities Officer), Natalie Hayes (Clerk)

There were no members of the public present

FS 15 / 26 Disclosable pecuniary interests and other registerable interests

No disclosable pecuniary interests or other registerable interests were declared.

FS 16 / 26 To review minutes of the meeting on the 16 June 2026

RESOLVED: That the committee approved the [minutes](#) of the Facilities and Services Committee meeting held on 16 June 2026.

FS 17 / 26 Public Adjournment

There were no questions received from any members of the public before the meeting.

FS 18 / 26 Tree Works (Woodland)

TO NOTE: The committee noted that the Clerk and Chair had approved the emergency tree works in the woodland prior to the meeting taking place under the Clerk's [delegated authority](#) (8.1.2) .

ACTION: The committee requested for the Facilities Officer to

- To provide a summary of immediate works and programme of other works needed.
- To update the Tree Log Report (compiled from Oct 2025 tree survey) with completed and outstanding work of all trees.
- To advise if it is possible to identify tree numbers Vs GPS locations.

ACTION: Ahead of a preferred contractor for tree works being appointed the committee agreed a tender would need to take place. Facilities Officer, Deputy Clerk and Cllr Coxon to work in collaboration on the tender.

FS 19 / 26 Woodland Management Plan

DISCUSSION: Cllr Morgan suggested the Woodland Management Plan starts with clear objectives such as, increase bio diversity, safe place, sustainable woodland, invasive species and tree management.

ACTION: Facilities Officer to explore external quotes to create a Woodland Management Plan. If the quotes are less than £5,000 the Facilities and Services Committee could approve the work under [delegated authority](#) (7.2.17).

FS 20 / 26 Health and Safety Check List

An overview was presented to the committee of the health and safety checks the officers/contractors currently carry out.

ACTION: Deputy Clerk to expand the overview to include more detail on what the checks involve and RAG rate (red, amber green) each area that is checked. To bring the red rated areas to the committee's attention at future meetings. To reshare the building survey from 2022 and the chalet audit results.

FS 21 / 26 Contracts and Leases

DISCUSSION The council reviewed the contracts and leases the parish council currently hold. The first 3 contracts the committee wish to review are IT, Library and Christmas lights contractor.

ACTION: Deputy Clerk to prepare the annual costs for each contract and lease for the next committee meeting.

FS 22 / 26 Table Tennis Tables - Location

DECISION: The committee approved location of 1 table tennis table under the roofless gazebo in field assuming there is enough room for play. If space not big enough, install by basket ball hoop / junior (adventure) play area.

FS 23 / 26 Deputy Clerk updated the committee on

War memorial cleaning – to be carried out on 29th July 2026.

Tennis coaching contract – A meeting took place with Match Point Tennis, Deputy Clerk and Cllr Morgan. In this meeting it was discussed that a tender process would be needed if a contract wanted to be pursued by Match Point Tennis.

Perimeter Path – 2 more quotes being obtained ahead of the Full Council meeting in September.

Curly Wurly Chalet contract – awaiting response from Curly Wurly Café.

ACTION: Woodland Footpath – Deputy Clerk to seek a timeline from Wellers in regards to the proposed licence agreement with St John's College Cambridge.

The meeting started at 1.30pm.

The meeting closed at 3.18pm.

Future meeting date: 17 September 2026

Signed as a true record of the meeting:

Signed: _____

Dated: _____

TREE WORKS LOG FROM SURVEY OCTOBER 2025

Completed
To be booked in
27th-28th August 2026
No action needed

AREA	TREE NUMBER	DUE	JC COMMENT	JR COMMENT	OVERDUE	WORKS DATE	EXTRA NOTES
ALLOTMENTS	AL06	3 MONTHS	common oak	REMOVE DEAD WOOD	X		
ALLOTMENTS	AL08	3 MONTHS	common oak	SEVER IVY, MAJOR DEAD WOOD	X		
ALLOTMENTS	AL09	3 MONTHS	common oak	MAJOR DEAD WOOD	X		
ALLOTMENTS	AL01	NO ACTION					
ALLOTMENTS	AL02	NO ACTION					
ALLOTMENTS	AL03	NO ACTION					
ALLOTMENTS	AL04	NO ACTION					
ALLOTMENTS	AL05	NO ACTION					
ALLOTMENTS	AL07	1 YEAR		MONITOR FOR MVMT			
ALLOTMENTS	AL10	2 YEAR		RE INSPECT			
ALLOTMENTS	AL11	NO ACTION					
ALLOTMENTS	ALG01	NO ACTION					
KILN LANE	T43	1 MONTH		SEVER IVY REMOVE BRANCHES	X	18/05/2026	
KILN LANE	T48	3 MONTHS		REMOVE DEAD WOOD	X	18/05/2026	
KILN LANE	T49	3 MONTHS		REMOVE DEAD WOOD	X	18/05/2026	
KILN LANE	T52	3 MONTHS		REMOVE DEBRIS & SOIL	X	18/05/2026	
KILN LANE	T53	3 MONTHS		REMOVE DEBRIS & SOIL	X	18/05/2026	
KILN LANE	T56	3 MONTHS		MAJOR DEAD WOOD	X	18/05/2026	
KILN LANE	T58	6 MONTHS		MAJOR DEAD WOOD	X	18/05/2026	
KILN LANE	T59	6 MONTHS		MAJOR DEAD WOOD	X	18/05/2026	
KILN LANE	T61	6 MONTHS		MAJOR DEAD WOOD	X	18/05/2026	
KILN LANE	T63	6 MONTHS		SEVER IVY	X	18/05/2026	
KILN LANE	T66	3 MONTHS		MAJOR DEAD WOOD, TRUNK DECAY	X	18/05/2026	PICUS TEST RECOMMENDED
KILN LANE	G01	NO ACTION					
KILN LANE	T01	NO ACTION					
KILN LANE	T02	NO ACTION					
KILN LANE	T03	NO ACTION					
KILN LANE	T04	2 YEAR		RE INSPECT			
KILN LANE	T05	NO ACTION					
KILN LANE	T06	NO ACTION					
KILN LANE	T07	NO ACTION					
KILN LANE	T08	NO ACTION					
KILN LANE	T09	NO ACTION					
KILN LANE	T10	NO ACTION					
KILN LANE	T11	NO ACTION					
KILN LANE	T12	NO ACTION					
KILN LANE	T13	NO ACTION					
KILN LANE	T14	NO ACTION					
KILN LANE	T15	NO ACTION					
KILN LANE	T16	NO ACTION					
KILN LANE	T17	NO ACTION					
KILN LANE	T18	NO ACTION					
KILN LANE	T19	NO ACTION					
KILN LANE	T20	NO ACTION					
KILN LANE	T21	NO ACTION					
KILN LANE	T22	NO ACTION					
KILN LANE	T23	NO ACTION					
KILN LANE	T24	NO ACTION					
KILN LANE	T25	NO ACTION					
KILN LANE	T26	NO ACTION					
KILN LANE	T27	NO ACTION					
KILN LANE	T28	NO ACTION					
KILN LANE	T29	NO ACTION					
KILN LANE	T30	NO ACTION					
KILN LANE	T31	NO ACTION					
KILN LANE	T32	NO ACTION					
KILN LANE	T33	NO ACTION					
KILN LANE	T34	NO ACTION					
KILN LANE	T35	2 YEAR		RE INSPECT			
KILN LANE	T36	NO ACTION		MINOR DEAD WOOD			
KILN LANE	T37	NO ACTION					
KILN LANE	T38	NO ACTION					
KILN LANE	T39	NO ACTION					
KILN LANE	T40	NO ACTION					
KILN LANE	T41	NO ACTION					
KILN LANE	T42	NO ACTION					
KILN LANE	T44	NO ACTION					
KILN LANE	T45	NO ACTION					
KILN LANE	T46	NO ACTION					
KILN LANE	T47	NO ACTION					
KILN LANE	T50	NO ACTION					
KILN LANE	T51	NO ACTION					
KILN LANE	T54	2 YEAR		RE INSPECT			
KILN LANE	T55	NO ACTION					
KILN LANE	T57	NO ACTION		RE INSPECT DEAD WOOD			
KILN LANE	T60	NO ACTION					
KILN LANE	T62	NO ACTION					
KILN LANE	T64	NO ACTION					
KILN LANE	T65	NO ACTION					NOT SPC LAND
KILN LANE	T67	1 YEAR		RE INSPECT			FULL ASSESMENT NEEDED, NOT SPC LAND
REC GRD	BR04	6 MONTHS		REMOVE DEAD WOOD	X		
REC GRD	BR10	6 MONTHS		MINOR DEAD WOOD	X		
REC GRD	BR12	3 MONTHS		MAJOR DEAD WOOD	X		
REC GRD	BR13	6 MONTHS		SEVER IVY	X		
REC GRD	BR19	3 MONTHS		FELL TO GROUND	X		
REC GRD	BR25	3 MONTHS		REMOVE DEAD WOOD	X		
REC GRD	BR32	1 MONTH		FELL TO GROUND	X	11.03.26	complete
REC GRD	BR33	3 MONTHS		REMOVE MAJOR DEAD WOOD	X		
REC GRD	BR34	3 MONTHS		REMOVE MAJOR DEAD WOOD	X		
REC GRD	BR35	3 MONTHS		REMOVE MAJOR DEAD WOOD	X		
REC GRD	BR36	3 MONTHS		REMOVE MAJOR DEAD WOOD	X	11.03.26	complete
REC GRD	BRG01	6 MONTHS		PRUNE	X		
REC GRD	BRG05	3 MONTHS		MAJOR DEAD WOOD	X		FULL ASSESMENTS NEEDED, NOT SPC LAND
REC GRD	BRWG01	3 MONTHS		MAJOR DEAD WOOD	X		FULL ASSESMENTS NEEDED, NOT SPC LAND
REC GRD	BR01	NO ACTION					
REC GRD	BR02	NO ACTION					

TREE WORKS LOG FROM SURVEY OCTOBER 2025

Completed
To be booked in
27th-28th August 2026
No action needed

AREA	TREE NUMBER	DUE	JC COMMENT	JR COMMENT	OVERDUE	WORKS DATE	EXTRA NOTES
REC GRD	BR03	6 MONTHS		FEED TREE			
REC GRD	BR05	NO ACTION					
REC GRD	BR06	NO ACTION					
REC GRD	BR07	6 MONTHS		REMOVE STAKES AND TIES			
REC GRD	BR08	6 MONTHS		REMOVE STAKES AND TIES			
REC GRD	BR09	NO ACTION					
REC GRD	BR11	NO ACTION					
REC GRD	BR14	NO ACTION					
REC GRD	BR15	NO ACTION					
REC GRD	BR16	NO ACTION					
REC GRD	BR17	NO ACTION					
REC GRD	BR18	NO ACTION					
REC GRD	BR20	NO ACTION					
REC GRD	BR21	NO ACTION					
REC GRD	BR22	NO ACTION					
REC GRD	BR23	NO ACTION					
REC GRD	BR24	1 YEAR		MONITOR ASH DIE BACK			
REC GRD	BR26	NO ACTION					
REC GRD	BR27	NO ACTION					
REC GRD	BR28	NO ACTION					
REC GRD	BR29	NO ACTION					
REC GRD	BR30	NO ACTION					
REC GRD	BR31	NO ACTION					
REC GRD	BRG02	NO ACTION					
REC GRD	BRG03	NO ACTION					
REC GRD	BRG04	NO ACTION					
REC GRD	BRW01	NO ACTION					
WOODLAND	WL01	3 MONTHS	common oak	REMOVE DEAD WOOD	X		
WOODLAND	WL02	6 MONTHS	alder common	FELL TO GROUND LEVEL	X		
WOODLAND	WL03	3 MONTHS	alder common	FELL TO GROUND LEVEL	X		
WOODLAND	WL06	3 MONTHS	alder common	REDUCE CROWN BY 3M	X		
WOODLAND	WL07	3 MONTHS	holly common	FELL TO GROUND LEVEL	X		
WOODLAND	WL09	3 MONTHS	common oak	REMOVE DEAD WOOD	X		
WOODLAND	WL10	1 MONTH	common oak	FELL TO GROUND LEVEL	X		
WOODLAND	WL11	1MONTH	hazel common	TO 2.0M STUMPS	y	11.03.26	complete
WOODLAND	WL12	1MONTH	common oak	REMOVE DEAD WOOD	y	11.03.26	complete
WOODLAND	WL13	3MONTH	silver birch	SEVER IVY & REMOVE DEAD WOOD	X		
WOODLAND	WL14	3MONTH	alder common	FELL TO 1.5 M	X		
WOODLAND	WL15	3MONTH	alder common	FELL TO 1.5 M	X		
WOODLAND	WL16	3 MONTH	alder common	FELL TO 1.5 M	X		
WOODLAND	WL17	1 MONTH	alder common	REMOVE STEMS	y	11.03.26	FALLEN ALREADY 9.02.26, WORKS COMPLETED, COST £200
WOODLAND	WL18	6 MONTHS	alder common	MAJOR DEAD WOOD	X		
WOODLAND	WL19	3 MONTHS	alder common	FELL TO GROUND LEVEL	X		
WOODLAND	WL22	1 MONTH	alder common	FELL TO GROUND LEVEL	y	11.03.26	complete
WOODLAND	WL24	3 MONTHS	alder common	FELL TO GROUND LEVEL	X		
WOODLAND	WL25	3 MONTHS	common oak	SEVER IVY	X		
WOODLAND	WL28	6 MONTHS	holly common	FELL TO GROUND LEVEL	X		
WOODLAND	WL29	6 MONTHS	holly common	FELL TO GROUND LEVEL	X		
WOODLAND	WL31	3 MONTHS	holly common	REMOVE FAULTED STEMS	X		
WOODLAND	WL04	NO ACTION		MONITOR FOR MVMT			
WOODLAND	WL05	NO ACTION		MONITOR FOR MVMT			
WOODLAND	WL08	NO ACTION		MONITOR FOR MVMT			
WOODLAND	WL20	NO ACTION		MONITOR FOR MVMT			
WOODLAND	WL21	NO ACTION		MONITOR FOR MVMT			
WOODLAND	WL23	NO ACTION		MONITOR FOR MVMT			
WOODLAND	WL26	1 YEAR					FALLEN ALREADY
WOODLAND	WL27	NO ACTION					FALLEN ALREADY
WOODLAND	WL30	NO ACTION					

Quote 1

Dear Mr Rose, on behalf of Sunningdale Parish Council

Re: Broomhall Recreation ground, Broomhall Ln, Sunningdale, Ascot, SL5 0QS

Instructions

Wood's Tree Consultancy Ltd instructed to provide a quote for Woodland management plan. Below are some details outlining the quotation:

Our woodland management plans

Our woodland management plan will follow the guidance set out by the forestry commission, on woodland management plan.

This must include the following documents:

1. A plan of the current woodland resource and details the broad management intentions over a minimum 10-year period. It should include details of felling and restocking and identify any work required.
2. A plan of how the management can be achieved over 10-year period.
3. A map showing the woodland area.

Costings

Our woodland management plan will cost

£4702.56

This quotation is valid for 1 month from the date of this email. After this period, a new quote must be requested.

Charges

These are the likely charges:

If the estimated tree numbers increases then a pro rata fee will be charged @ £55.56 per tree and £105 per group.

If any submissions are necessary to planning or government bodies (for example applying for work to a TPO tree) then these will be charged at £107.00, plus any planning charges incurred.

These charges are unlikely to be used but are there for our protection:

This quotation is based upon an initial assessment of the plan "Broomhall Park Proposed Footpath Network" sent through to us by John Rose. If this is not correct then there may be additional charges for any additional trees and groups.

If the project is delayed/deferred by the client for a period exceeding a four weeks, we reserve the right to charge for the time allocated thus far, up to and including 75% of the quoted fees.

If the project falls through, or you discontinue our services, Wood's Tree Consultancy Ltd reserves the right to charge in full for the project.

Emails, phone calls & video calls are charged at £2.17 per minute (at our discretion).

If payment is not received by the date stated on the invoice, then late fees may apply. These will be charged at the of the total invoice amount per day and use the following formula –

Accrued Interest = (Principal Invoice Amount * Interest Rate (Bank of England base rate at the time of applying the late fees plus 8%) * Number of Days Overdue)/365.

Payment will be by bank transfer. Your report will not be finalised until payment has cleared.

All fees are plus VAT.

All reports are released upon payment. Payment will be requested after the site visit. Once paid, the report will be completed and sent to you by return.

If you would like us to proceed with this report, please respond via email. If there are any questions, please don't hesitate to contact us.

John Rose
Facilities Manager
Sunningdale Parish Council
The Pavilion
Broomhill Lane Sunningdale SL5 0QS

Quotation for Professional Fees for Broomhall Park Woodland Management Plan Document and Plans

Item	Description	£ Fee Cost
1.	10-20 YEAR WOODLAND MANAGEMENT PLAN FOR BROOMHALL PARK WOODLAND To prepare 10-20 year woodland management plan in accordance with Natural England guidance and with reference to previous QTRA survey and subsequent tree surveys and incorporating ecologist's recommendations (prepared by Future Nature) including plans, illustrations, and annotated tables in combined document.	2,250.00
2.	ESTIMATED EXPENSES Travel, printing, photographic, and miscellaneous expenses. All drawings and report produced as PDF documents.	25.00
Total:		2,275.00

Terms and Conditions:

1. When we visit the site we will check in and hold suitable ID.
2. VAT will be added at the standard rate, and invoices must be paid within one month of the issue date.
3. This quotation is valid for six months from today's date.
4. Completion of the work will be agreed within a set timetable although delays beyond our control such as inclement weather may have to be allowed for. We would be available to start work from the week beginning 14th September 2026 owing to our existing full workload with completion by October 2026.
5. We will require a 25% deposit at start of the commission.

Facilities & Services - Health & Safety Checks

Facility	Type	Date	Frequency	Specification	RAG Rating
Allotments	Inspections*	Aug	Bi-Monthly	Walk around, inspect gate / plots	AMBER
Boiler	Service	Jan	Annually	Standard boiler service	GREEN
Pavilion	Survey	2022	5 yearly	Building survey	GREEN
Village Hall	Survey	2022	5 yearly	Building survey	GREEN
Cemetery	Headstones*	2025	Yearly	Walk around, inspect headstone safety	GREEN
COSHH	Chemical List*	2025	Ad-Hoc	Check QR codes / websites for new chemicals	GREEN
Chalet	Audit*	Aug	Quarterly	Tick list on running of chalet	RED
Machinery	Service	Jan	Annually	Service of machinery, ensure safety	GREEN
Machinery	Risk assessments*	Aug	Ad-Hoc	Manage / add (new) machinery risks	GREEN
Fire extinguishers	Service	Jan	Annually	Ensure in good working order	GREEN
Flag service	Service	Jan	Annually	Ensure structure is safe	GREEN
Legionella	Temp checks*	Aug	Monthly	Ensure water is correct temp	GREEN
Electrical items	PAT tests	Jan	Annually	Ensure electric office equipment safe	GREEN
Pavilion	Fire alarm*	Aug	Monthly	Ensure fire alarm working correctly	GREEN
Playground	Service	Aug	Quarterly	Ensure equipment safe	AMBER
Tennis	Maintenance	Aug	Bi-Monthly	Sweeping of courts	GREEN
Woodland	Tree survey	2022	2 yearly	Safety of woodland and trees	RED
Recreation Ground	Tree survey	2025	2 yearly	Ensure tree stability	GREEN
Allotments	Tree survey	2022	2 yearly	Ensure tree stability	GREEN
Cemetery	Tree survey	2025	2 yearly	Ensure tree stability	GREEN
Community Room	Risk assessments*	2026	Monthly	Manage risks in community room	GREEN
Community Room	Fire Risk assessments*	2026	Monthly	Manage fire risks in community room	GREEN
Allotments	Risk assessments*	2025	Yearly	Manage risks at allotments	GREEN
Events	Risk assessments*	2026	Ad-Hoc	Manage risks at events	GREEN
War memorial	Service	Aug	5 yearly	Ensure structure is safe	GREEN
Jubilee Clock	Service	Jan	Annually	Ensure structure is safe and clock working	GREEN
Van	MOT	Mar	Annually	Service of machinery, ensure safety	AMBER
Defib	Service *	Aug	Monthly	Ensure in good working order	GREEN
Brook	Cleaning*	Aug	Monthly	Reduce flooding risks	AMBER
DSE (screens)	Risk assessments*	2025	Annually	Officers to do eachothers risk assessments	GREEN
Recreation Ground	Accident log book*	2026	Ad Hoc	Log of accidents to help reduce risks in future	GREEN

*Carried out by SPC officers

IT Costs 26/27

Telephones handsets (Shire leasing) (Daisy Communications) – lease expires April 2029

1. £121.34 per month
2. £35 annual admin fee

Broadband and telephone calls (4 Com) (Daisy Communications) – As acquired from Reach awaiting contract info from 4 com

1. £249.02 per month

Laptops (IT QED)

3 x monthly charges

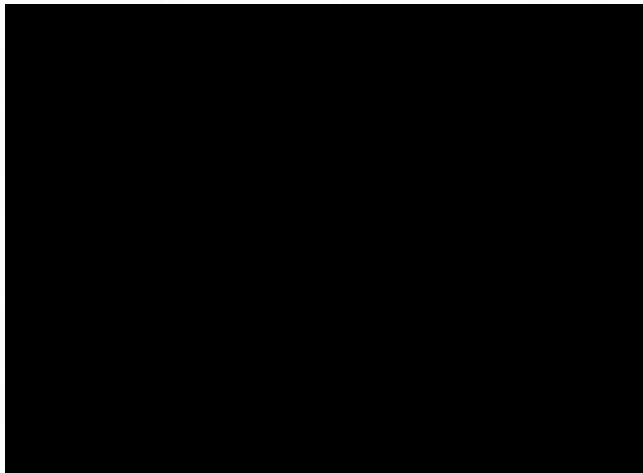
1. £120 Anti-virus
2. £350 Monthly contract (in place since 2024, re news March)
3. £273 Microsoft Business Premium (x 15 laptops) (yearly rolling contract Jun/Aug)

Computer Support Agreement
between
itQED Ltd (itQED)
and
Sunningdale Parish Council (SPC)

1. All terms and definitions of the itQED Terms and Conditions of Trading apply to this agreement and all other business contracted between the parties unless otherwise stated and Jenkins acknowledges that it has received a copy of itQED's Terms and Conditions of Trading prior to signing this agreement.
2. itQED agrees to provide computer support services to Sunningdale Parish Council for 3.5 hours per month at The Pavilion, Broomhall Lane, Sunningdale SL5 0QS or at such other site(s) to be agreed between the parties or as remote support for the term of this agreement. Additional technical support incidents will be charged at our standard rates less 5%.
3. Alternative times / days may be provided by mutual agreement; however, there will be a 50% surcharge for out of normal hours working. Attendances due on Bank Holidays, Christmas Day, Boxing Day and New Year's holiday will be rescheduled by mutual agreement.
4. In the event that itQED is unable to provide support on a scheduled day due to sickness, holidays or other unforeseen cause, itQED will seek to provide an alternative person, on that day or another day in lieu.
5. To ensure that alternative support personnel are sufficiently familiar with the site and Sunningdale Parish Council's requirements, backup support personnel will accompany the principal support engineer on site from time to time within the agreed contract price.
6. itQED will be supporting third party hardware, software, and networks, and therefore the provision of itQED services does not imply any guarantee that itQED will be successful in correcting malfunctions.
7. Sunningdale Parish Council agrees to pay monthly payments in advance of amount £375 plus VAT in accordance with itQED's payment terms, commencing March 1 2024. The stated monthly sum will be reviewed annually and is also to be regarded as the "Contract Price" for the purpose of determining itQED's total liability in accordance with itQED's Terms and Conditions of Trading.
8. If Sunningdale Parish Council fails to make payment by the due date, itQED reserves the right to suspend its support services without notice.
9. Neither party will, without prior written consent of the other party during this contract and for twelve months after its termination, employ or make an offer of employment to or contract with any employee of the other party. In the event of a breach of this clause the defaulting party shall pay compensation to the other equal to twelve months salary of the employee concerned.

Registered Office: itQED, Unit J1, The Granary,
Bridge Farm, Reading, Berkshire, RG29HT Company No: 6607745
Telephone: 01628 825015 Fax: 01628 828315 Email: tickets@itQED.co.uk

10. If any term or provision of this agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, the term or provision shall be separable from this agreement and shall be deemed to be deleted from this agreement or suitably modified to make such term or provision valid or effective.
11. This agreement shall not be amended, modified, varied or supplemented except in writing signed by duly authorised representatives of the parties.
12. No failure or delay on part of either party hereto to exercise any right or remedy under this agreement shall be constructed or operated as a waiver.
13. This agreement is for an initial period of one year though its terms will be reviewed after three months to ascertain whether the amount of time contracted for is sufficient, at which time the parties may vary the amount of time of the contract if they both agree that this should be done. After one year the agreement will automatically be renewed each year until the renewal is terminated by either party to the other on three months' notice in writing.



Expiry
May 2024

Telephone
handsets



Private & Confidential

Mrs R Davies

Sunningdale Parish Council

The Pavilion,
Broomhall Lane,
Ascot,
Berkshire,
SL5 0QS

17/06/2022

Dear Mrs R Davies

Agreement number: 507928

Thank you for choosing Shire Leasing PLC for your business funding solution. We are delighted to welcome you as a customer and have enclosed the following key documents:

1. A copy of your Agreement;
2. A VAT schedule;
3. A Fair Processing Notice which explains how we use your data.

Please take the time to read through the documentation carefully to ensure that it represents your understanding of the Agreement. If you have any questions or queries please contact us immediately.

About Shire Leasing PLC

Established in 1990, we offer a full range of tailored asset finance solutions to help our customers capitalise on growth opportunities. Supported by the British Business Bank, we are committed to supporting British businesses and have helped over 60,000 customers find the right finance solution for their business.

Please contact us to discuss the range of solutions we can offer to help you finance your next business acquisition.

Our Vision

To provide a market-leading service through innovation and expertise, delivering flexible funding solutions for British businesses.

What benefits do I get as a Shire Customer?

As a Shire customer, you can enjoy the great benefit of being a part of Shire Advantage, a member only service giving our existing customers access to a range of exclusive offers.

By using us time and time again, you get access to many advantages such as:

- Credit check to see how much we can finance for you
- Exclusive offers and services
- Exclusive vehicle deals
- Quick easy access to documentation and outstanding balances

Contact details

If you would like more information about the exclusive benefits available to you, or you would like to discuss the details of the Agreement, please contact us at customersales@shireleasing.co.uk or call 01827 68939.

Yours faithfully

Sharon Price
Sales Director
Shire Leasing PLC

Shire Leasing PLC

1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF
T: 01827 68939 E: info@shireleasing.co.uk W: www.shireleasing.co.uk

Shire Leasing PLC is Authorised and Regulated by the Financial Conduct Authority
Registered in England and Wales Co. Reg. 024765711





Private & Confidential

Reference No : 050792820226

Date : 17 June 2022

Vat Reg No : 558894080

Sunningdale Parish Council
The Pavilion
Broomhall Lane
Ascot
Berkshire
SL5 0QS

Agreement Number: 0507928

Goods Description: 1 x Hosted Telephone System

The following details are provided for VAT purposes and relates to primary rentals and fees as applicable.
This is not a payment request.
The terms of repayment are contained in the agreement.

VAT SCHEDULE

FOR PERIOD 17/06/2022 to 31/05/2023

Tax Point	NET Rental and Fees (If Applicable Incl Maintenance)	VAT @ 20.0%	Gross Total
01/07/2022	£121.34	£24.27	£145.61
01/07/2022	£145.00	£29.00	£174.00
01/08/2022	£121.34	£24.27	£145.61
01/09/2022	£121.34	£24.27	£145.61
01/10/2022	£121.34	£24.27	£145.61
01/11/2022	£121.34	£24.27	£145.61
01/12/2022	£121.34	£24.27	£145.61
01/01/2023	£121.34	£24.27	£145.61
01/02/2023	£121.34	£24.27	£145.61
01/03/2023	£121.34	£24.27	£145.61
01/04/2023	£121.34	£24.27	£145.61
01/05/2023	£121.34	£24.27	£145.61

Please note that this will be collected by Direct Debit

Shire Leasing PLC

1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF
T: 01827 68939 E: info@shireleasing.co.uk W: www.shireleasing.co.uk

Shire Leasing PLC is Authorised and Regulated by the Financial Conduct Authority
Registered in England and Wales Co. Reg. 02476571



Fair Processing Notice



Who we are

Shire Leasing Plc (referred to as 'we', 'us', 'our' in this Notice). We are what is known as the 'controller' of personal information we gather and use. This means that we are responsible for, and control the processing of, your personal information in accordance with data privacy laws. Our Data Protection Officer ('DPO') can be contacted at 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF or by telephone on 01827 68939. For further information in respect of our use of personal information, please visit our privacy policy on our website: www.shireleasing.co.uk/privacypolicy/ or contact our DPO using the details above.

The types of personal information we use

We will collect personal information from you directly as a result of your application for finance, but we will also collect personal information about you from other sources such as Credit Reference Agencies (CRA's), third party brokers and equipment suppliers. This personal information will include your name; your contact details including your email address, home and mobile telephone numbers; your home address and address history together with information about your occupier status; your date of birth; your employment details; your identification documents such as your passport; your nationality; your bank details; your solvency and/or litigation history; details of any criminal convictions.

How we use your information

We use your personal information to provide you with products and services (including making credit decisions about you which may be automated) to comply with the law and enforce our legal rights (including debt recovery), and to improve and market our products and services (including research).

Our legal basis for using your personal information

We only use your personal information where that is permitted by laws that protect your privacy rights. When we enter into a finance agreement with you we will use your personal information where:

- i. it is fair to use the personal information either in our interests or someone else's interests, where there is no disadvantage to you (what is known as 'legitimate interests') - this can include where it is in our interests to market additional products or services to you;
- ii. we need to use the information to comply with our legal obligations;
- iii. we need to use the information to perform a contract with you;
- iv. we have your consent (if consent is needed).

CRA's, Fraud Prevention Agencies and Automated Decision Making

In considering your application, we or our funders to whom we may introduce or assign our agreements may search your credit record at the CRA's ('your records'). We or our funders may also search linked records of your spouse or partner. Such searches at CRA's may include searches against those to whom you may be linked, which may include your spouse/partner, your fellow directors (where you are a company) or other persons with whom you are linked financially. For the purposes of your application, you may be treated as financially linked to such individuals and in such circumstances you will be assessed by reference to all such "associated records". Where you are a company, you will inform each director of the company of this notice. The CRA will add to your record details of our search and your application and this will be seen by other organisations that make searches. We may use credit scoring or other automated decision making systems when assessing your application. We may also undertake further searches against you and any associations for the purpose of tracing and recovering debt.

We will also add to your records details of your agreement with us, the payments you make under it, any default or failure to keep to its terms, and any change of address you fail to tell us about where a payment is overdue. It is important that you give us accurate information. We will check your details with Fraud Prevention Agencies, and if you give us false or inaccurate information and we suspect fraud, we will record this. We, the CRA's and the fraud prevention agencies will also use your records for statistical analysis about credit, insurance and fraud.

We may undertake searches with Experian for the purposes of verifying your identity and for anti-money laundering purposes. To do so Experian may check the details you supply against any particulars on any database (public or otherwise) to which they have access. They may also use your details in the future to assist other companies for verification purposes. A record of the search will be retained. If you are a joint applicant, such as a partnership, unincorporated association or if you are a body corporate, such as a limited company or LLP or charity, you are responsible for obtaining the agreement of any partner/ trustee/ officer/ director/ shareholder (as so required) to create an identity search against them at a CRA and have ensured this notice is provided.

The identities of the CRA's, their role also as fraud prevention agencies, the data they hold, the ways in which they use and share personal information, data retention period and your data protection rights with the CRAs are explained in more detail by the three main CRAs (Callcredit, Equifax and Experian). You can find a copy of their Credit Reference Agency Information Notice ("CRAIN") at www.experian.co.uk/crain/index.html or by contacting our DPO.

If we, or a Fraud Prevention Agency, determine that you pose a fraud or money laundering risk, we may refuse to provide the services and financing you have requested, or we may stop providing existing services to you.

Who we share your personal data with

For the purposes we have set out above, and in addition to CRA's and Fraud Prevention Agencies, we will share your personal information with the following third parties:

- Funders; we may provide your information to funders to whom we intend to introduce or assign our rights under an agreement or who provide finance to us. They will use the information for their own purposes in providing finance. They may use your information or make further searches as they may require, in the same manner that we would as set out above;
- Third party suppliers and contractors which support us and/or we support them in providing our/their services to you (for example, auditors (including third parties who will undertake ID checks), third parties who we appoint to sell equipment on our behalf and who deliver and install the equipment for you), third parties who we support in providing clean air zone vehicle finance;
- Third party purchasers who may contact you to purchase the equipment at the end of the agreement;
- Government or regulatory bodies, law enforcement agencies and professional service advisers in order for us to comply with applicable laws and our professional advisors;
- Debt collection agencies, Insolvency Practices, Courts, Bailiffs who we might instruct in connection with any default on your account;
- Insurers who we appoint to insure the equipment we purchase and hire to you (and who may contact you separately in respect of the insurance);
- Third parties as a result of a sale, merger, consolidation, change of control, transfer of assets or reorganisation of our business;
- Brokers and your chosen equipment suppliers who introduce you to us.

For a list of our funders to whom we make introductions or to whom agreements may be assigned or who provide funding to us is available on our website at www.shireleasing.co.uk/third-party-funders where you can find details of how to access their Privacy Policy. Alternatively hard copies of our funders contact details can be provided upon request.

Transferring your personal data outside the European Economic Area ('EEA')

In providing our products and services to you we may transfer your personal information outside the EEA. Any transfer of your personal information will be in accordance with our legal obligations to ensure the safeguarding of your personal information during such transfer. If you would like more information or the details of the safeguards we have in place to protect your personal information please contact our DPO.

How long we will keep your personal information

We shall retain your personal information for the duration of our agreement with you and for the purposes of, complying with our legal obligations, or in our legitimate interests, in accordance with data privacy laws and our retention policy.

Your rights

You have the right to access, correct, in some cases delete, restrict and object to how we process your personal information (including in particular automated decision-making and profiling). For more information about your rights or exercising your rights please contact our DPO or visit our website, www.shireleasing.co.uk/privacy-policy/. You also have a right to complain to the data protection regulator, the Information Commissioner (the "ICO"). Details of how to make a complaint to the ICO are contained on their website: www.ico.org.uk/concerns.

Marketing

We will only contact you with marketing communication as permitted by law about similar products and services or where we have your consent. You have the right at any time to opt-out of receiving marketing communications and you can do so by ticking the boxes below and returning this to Shire with your business name and address:

I do not wish to be contacted by:

Phone ☐ Email ☐ Post ☐



Shire Leasing Plc

08079 28
Our Reference

Hire Agreement regulated by the Consumer Credit Act 1974

Owner's Full Business Name	Shire Leasing Plc, 1 Calico Business Park, Sandy Way, Amington, Tamworth, Staffordshire, B77 4BF	
Hirer's Name	Sunningdale Parish Council	
Address	The Pavilion Broomhall Rec Ascot	
Email address	Clerk@sunningdaleparish.org.uk	Postcode: SL5 0QS

Key Financial Information

Description of the Equipment (Including software)	1 - Telephone System	New
--	----------------------	-----

Duration of Fixed Rental period (months in words)

EIGHTY FOUR

You will pay Rental Payments on a Monthly/Quarterly/Six Monthly/Annual basis, as shown below, the first falling due on the date we accept this Agreement, with subsequent payments due on the same date in each Month/Quarter/Six Monthly/Annual period.

First Rental Payment (plus the document fee detailed below)	121.35	excl. VAT which equals	165.61	incl. VAT
--	--------	------------------------	--------	-----------

followed by 83

subsequent Rental Payments	121.35	excl. VAT which equals	165.61	incl. VAT
----------------------------	--------	------------------------	--------	-----------

If the due date falls on a non-Business Day the instalment will be taken on the next Business Day

The Rental Payments may change if the rate of VAT, corporation tax or capital allowances changes. Please refer to clause 2.4.

If you terminate this Agreement early you will need to pay us immediately:

- all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 of the Terms and Conditions;
- as agreed damages a sum equal to all the Rental Payments (excluding any amount referable to future Maintenance Payments) that would have been payable during the remainder of the Fixed Period (save for such termination), less a discount for early payment on each such Rental Payment at the rate of 2% per annum from the date of termination to the date that the Rental Payment would have been due; and
- any other sums which are or become due to us.

A Maintenance Payment of £ incl. VAT is payable to the Supplier on the same date and at the same frequency as each Rental Payment payable under this Agreement. If a Maintenance Payment is shown above, please refer to clause 3. The Maintenance Payments may change in accordance with the provisions of your maintenance agreement with the Supplier. Please refer to clauses 2 and 3 of the Terms and Conditions.

You will also be responsible for settling all maintenance amounts due to the Supplier.

Key Information

- The following charges are payable under the Agreement:
 - A documentation fee of £145 plus VAT (£174 inc VAT) is payable with the First Rental Payment (see clause 2.1).
 - An Annual Service Fee of £35 plus VAT (£42 inc VAT) is payable on each anniversary of this Agreement (see clause 2.1).
 - A fee of £25 is payable each time a payment is made other than by direct debit in accordance with clause 2.5.
 - You may also be charged for other reasonable fees and charges which we may incur in connection with the administration of the Agreement in accordance with clause 11.12.
- If we ask you to show us evidence of the insurance policy and you do not do so by the date specified, we may, if we choose, apply a monthly charge (see clause 6.3 of the Terms and Conditions).
- You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% per annum (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the default rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).
- If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable) including any costs to repair the Equipment to the condition required by this Agreement and all legal costs on a full indemnity basis.
- If this Agreement terminates in accordance with clause 9 following your breach of the Agreement, you will pay us:
 - all arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon;
 - as agreed damages a sum equal to all the Rental Payments (excluding any amount referable to future Maintenance Payments) that would have been payable during the remainder of the Fixed Period (save for such termination), less a discount for early payment on each such Rental Payment at the rate of 2% per annum from the date of termination to the date that the Rental Payment would have been due; and
 - any other sums which are or become due to us.
- If this Agreement terminates in accordance with clause 9 following your breach of the Agreement and maintenance is included, you will be responsible for settling all maintenance amounts due to the Supplier.
- If the Equipment is returned to us after we terminate this Agreement under clause 9 we shall give credit to you in any such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- If the Equipment is not returned to us upon termination of the Agreement you shall pay to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned.
- If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10 of the Terms and Conditions.
- You shall indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring under this Agreement.

This Agreement is not cancellable.

MISSING PAYMENTS

Missing payments could have severe consequences and may make obtaining credit more difficult.

IMPORTANT - READ THIS CAREFULLY TO FIND OUT ABOUT YOUR RIGHTS

The Consumer Credit Act 1974 covers this agreement and lays down certain requirements for your protection which should have been complied with when this agreement was made. If they were not, the owner cannot enforce this agreement against you without getting a court order. If you would like to know more about your rights under the Act, contact either your local Trading Standards Department or your nearest Citizens' Advice Bureau.

This is a Hire Agreement regulated under the Consumer Credit Act 1974.

* Sign
of H
* Date
Und

only if you want to be legally bound by its terms.

* (Ple
Nam
* Posi
You
Trad

ot sell them.

Important information for certain business customers
If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership of 4 or more partners; (iv) the total payments you must make under this Agreement are more than £25,000 including VAT and you are entering into the agreement wholly or predominantly for a business purpose, then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act 1974 and any statement in this Agreement about the Consumer Credit Act and its consequences do not apply to you.

Declaration for exemption relating to businesses (articles 60C and 60D of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001)
I am/We are* entering this agreement wholly or predominantly for the purposes of a business carried on by me/us or intended to be carried on by me/us.
I/We* understand that I/We* will not have the benefit of the protection and remedies that would be available to me/us* under the Financial Services and Markets Act 2000 or under the Consumer Credit Act 1974 if this agreement were a regulated agreement under those Acts.
I am/We are* aware that, if I am/We are* in any doubts as to the consequences of the agreement not being regulated by the Financial Services and Markets Act 2000 or the Consumer Credit Act 1974, then I/We* should seek independent legal advice. * Delete as appropriate

HIRER'S ACKNOWLEDGEMENT

By signing this Agreement I/We acknowledge that: - I/we have received a copy of the Pre-Contract Information; - I/we have read the terms of this Agreement, which has been fully completed with all information shown being accurate; - I/we have been provided with a copy of the "Use of Information" document and agree to its terms; - This Agreement is for Equipment only and does not cover any services or software unless specified in this Agreement. The Equipment is intended for business use only. Any software which forms part of the Equipment is not licensed by you to me/us; - The Supplier is the Supplier of the Equipment and you are providing finance to me/us in respect of the Equipment. No partnership or agency exists between the Supplier and you and the Supplier is not authorised to make any statement on your behalf; - I/we have not paid any payment or fee to the Supplier or any other party in connection with the entering into by me/us of this Agreement; and - You may pay to any broker or introducer or other third party a commission, being any payment, fee or other remuneration, in relation to this Agreement.

Hirer's Information

Telephone Number 01344 874268

Co Reg number

Charity No

Equipment Location (if different)

I/We agree that you can send documentation to the following email address in a PDF format in accordance with clause 11.6
[Insert email address]

Supplier's Information

Name

Reach Telecoms

Address

5 knights Ct Shrewsbury SY1 3GA

Important - Use of your information - You have a legal right to know how we will use your personal information. It is important that you read the "Use Of Your Information" notice.

Signed and accepted by
the Owner

Shire Leasing Plc

Signature

Jarvis
Bauer

Date of this Agreement

17/06/2022

Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form and send it to:

Service user number

Reference number

Name and full postal address of your Bank or Building Society branch

* Handels Banken

Name(s) of account holder(s)

* Sunningdale Parish Council

Bank or Building Society account number

* 46704887

Branch sort code

* 405162

Signature(s)

[Redacted Signature]

Date * 16/05/22

Banks and Building Societies may not accept Direct Debit instructions for some types of account.



TERMS AND CONDITIONS OF RENTAL AGREEMENT

1. Fixed Period

We Shire Leasing Plc agree to hire the Equipment described on the first page of this Agreement (the Equipment) to you for the Fixed Period as stated unless terminated by us in accordance with clause 9.

2. Rental Payments

- 2.1 On the date of this Agreement you must pay us the First Rental Payment together with a documentation fee of one hundred and forty five pounds plus VAT (one hundred and seventy four pounds inc VAT) and thereafter you must make each subsequent Rental Payment on the same day of the month at the intervals stated on the first page of this Agreement. On each anniversary of this Agreement you will pay an Annual Service Fee of thirty five pounds plus VAT (forty two pounds inc VAT). You must make all payments due under this Agreement without making any set-off, deduction, retention, counterclaim or adjustment for any reason including, but not limited to any claim against the supplier, manufacturer or licensor of the Equipment. It is an essential condition of this Agreement that we receive all payments on their due dates without previous demand.
- 2.2 You agree to pay us interest on any payment or other sum due to us under this Agreement but unpaid at 5% per annum (Default Rate) from its due date to the date of payment such interest to accrue daily after as well as before any judgment. If you fail to pay any Rental Payment or other sum under this Agreement when due or we enforce this Agreement, you shall also pay to us any reasonable costs incurred by us in enforcing and servicing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), and all legal costs on a full indemnity basis. On your default, you shall also be liable to pay us any cost or expense incurred by us in enforcing this Agreement including, but not limited to, our administration costs, costs of recovery of the Equipment (if applicable), and all legal costs on a full indemnity basis. In respect of interest payable on any overdue default sums, we are not allowed to charge interest at the Default Rate until the 29th day after you have received the notice of default sums from us. Such interest will then be charged at the Default Rate until the actual date of the payment (before as well as after judgment).
- 2.3 There shall not be any rebate or deferral of any payment during any period in which the Equipment is not in your possession or is unserviceable or for any other reason is not in your use.
- 2.4 We have calculated the Rental Payments:
- (i) by taking into account the rate of Corporation Tax applicable on the date the Agreement was accepted by us and/or the actual owner of the Equipment. If this rate changes we may increase the amount of each future Rental Payment by up to 2% for each 1% increase in the rate; and
 - (ii) by assuming that writing down allowances will be made to us (but not disallowed or withdrawn) on all of our expenditure on the purchase of the Equipment on the basis of the rate in force on the Agreement Date. If this assumption is not realised we may vary the Rental Payment payable after such event shall have occurred to ensure that our intended after tax return from this Agreement is maintained.
 - (iii) VAT shall be payable on all sums payable by you at the rate prevailing on the due date of the payment concerned.
- We will notify you of any variation or increase to the Rental Payment or Maintenance Payment which will then be payable. For the purposes of this clause references to us, we or our should be deemed to be references to the actual owner of the Equipment.
- 2.5 If you begin paying by direct debit but subsequently change from this payment method we will charge an additional fee of £25 each time a payment is made other than by direct debit or such fee as is notified to you to cover our increases in administration costs.
- ### 3. Maintenance
- If you have indicated on the first page of this Agreement that you wish us to collect the Maintenance Payment set out then this clause applies;
- 3.1 We will assume the Supplier will enter into a Maintenance Agreement (on terms agreed between you and the Supplier) for the Equipment for the period of this Agreement. The Supplier will then provide the service without further cost to you (depending on the terms of the Maintenance Agreement);
- 3.2 If it is indicated on the first page of this Agreement that we will collect Maintenance Payments, you agree to forward the Maintenance Payments to us on the relevant due date so that we can forward them to the Supplier on your behalf. Further, without limitation to any other term of this Agreement, we may at any time, and from time to time after the first year of this Agreement, increase the Maintenance Payments collected from you in accordance with the terms of the Maintenance Agreement.
- 3.3 If the Supplier stops being able to provide Maintenance service we may cease collecting the Maintenance Payments unless we agree with you an alternative supplier of maintenance. In any event we will not be liable if the Supplier breaks any part of the Maintenance Agreement;
- 3.4 This will not affect your obligations under this Agreement and we will apply any monies received from you first in satisfaction of your obligations to us under this Agreement.
- 3.5 For the avoidance of doubt you acknowledge that neither this Agreement nor the hiring of the Equipment will be affected by the termination or suspension or other cessation of any maintenance or other services from the Supplier or any other person. You acknowledge that we are not responsible for the provision of maintenance or other services, and no failure to provide such maintenance or services by the Supplier or any other person will affect your obligation to pay the payments due under this Agreement in accordance with clause 2.1.
- ### 4. Supplier
- 4.1 The Supplier is the supplier of the Equipment and we are providing finance to you in respect of the Equipment. You acknowledge and agree that no partnership or agency exists between the Supplier and us and that the Supplier is not authorised to make any statement on our behalf, or vary the terms of this Agreement. You represent and warrant that you have obtained from the Supplier all representations, warranties and guarantees you require in relation to the Equipment (save as to title) including but not limited to its quality, fitness for purpose and description.

- 4.2 If, at any time, the Equipment is replaced or substituted by the Supplier or any other person, for any reason, any replacement Equipment shall become our property and shall be deemed to be the Equipment for the purposes of this Agreement. You shall do anything necessary to ensure that any replacement Equipment becomes our property.

5. Exclusions of Liabilities

- 5.1 You are responsible for obtaining any guarantees, conditions and warranties in respect of the Equipment or any software. However, if we have the benefit of the same and they may be assigned to you, we shall try to assign to you the benefit of any guarantees, conditions and warranties given by the manufacturer or Supplier of the Equipment or software to us at your request and at your cost and on our terms.
- 5.2 We accept liability for death or physical injury to persons caused by our negligence or the negligence of our servants or other persons for whose negligence we are liable in law.
- 5.3 You are responsible for choosing the Equipment and making sure that it is fit and suitable for your purpose. We are not a dealer or expert in the Equipment and give no advice or assurances about the Equipment or its quality, suitability or description.
- 5.4 Any liability we may otherwise incur and any right you may otherwise possess in respect of any guarantees, terms and conditions, warranties or representations relating to the Equipment (including its condition, description, suitability, performance, quality or fitness for any general or particular purpose for which it is or may be required), whether expressed or implied by statute or otherwise and whether arising under this Agreement or any prior agreement or in any oral or written statements made on behalf of any person in the course of negotiation in which we may have been concerned prior to this Agreement are hereby in so far as the same is possible in law excluded.
- 5.5 We shall not be liable for any claim arising out of state of or condition or quality of the Equipment or any consequential damages including loss of earnings or profits suffered by you if the Equipment is or becomes unusable.
- 5.6 You will if we so request furnish us such statement of your acceptance of the Equipment as we may require.

6. Risk and Insurance

- 6.1 All risks in respect of the Equipment shall at all times rest with you until possession of the Equipment is retaken by us and until such time we request that you keep the Equipment insured on an all risks basis (or fully comprehensive basis in respect of vehicles) with no unusual excess and no exclusions for its full replacement value and insure against third party liability under a fully comprehensive policy with an insurer regulated by the Financial Conduct Authority. We request that you arrange to note our interest on any policy of insurance as the Owner of the Equipment and payee of any insurance proceeds. All monies payable under such policy shall be payable to us or to our order and any insurance monies received by you shall be held by you on trust for us and you shall if required assign to us all your insurance rights.
- 6.2 If the Equipment is declared a total loss you will on demand pay us an amount which added to the net proceeds recovered from the insurance equals the sum specified in clause 10.
- 6.3 If we ask you to show us evidence of the insurance policy and you do not do so by the date specified we may, if we choose, take steps to protect our interests, including arranging insurance for our own benefit. If we do this, we will make a monthly charge and we will notify you of the amount of this charge at the time. We will collect any such charge with the Rental Payments. You must notify us as soon as possible of any damage to or loss of the Equipment and if applicable provide our insurer with a true, complete and accurate statement of loss and any other information that our insurer reasonably requires in support of our claim. In the event that we make a claim, you must make every reasonable effort to protect the Equipment from further loss.
- ### 7. Your Other Obligations
- You shall:
- 7.1 Be responsible for arranging in conjunction with the Supplier the delivery, installation and commissioning of the Equipment.
- 7.2 Use the Equipment in a skilful and proper manner and in accordance with any operating instructions issued for it and any statutory requirements and ensure that the Equipment is operated and used by properly skilled and trained personnel.
- 7.3 Be responsible for loss of or damages to the Equipment howsoever the same may occur.
- 7.4 Keep the Equipment at your own expense and at all times in good repair, condition and working order, properly serviced and maintained and keep records of the same.
- 7.5 Agree that it is not our responsibility to make any alterations to the Equipment (or bear the cost of any such alterations) which may become necessary or compulsory as a result of any change in coinage or the introduction of a European currency. Accordingly, you will, at your expense, procure that any necessary alterations are carried out.
- 7.6 Not alter, improve or add anything to the Equipment without our written permission. If you do improve or add anything to the Equipment, then unless the Equipment can be reinstated to its original condition with no detrimental effect on its value, such improvements and/or additions will automatically become our property at no cost to us.
- 7.7 Allow us access to inspect the Equipment with reasonable notice.
- 7.8 If so required allow us to indicate on the Equipment our ownership thereof by whatever means we deem appropriate.
- 7.9 Keep the Equipment in your sole possession at the location specified in this Agreement and not sell, assign, mortgage, charge or sub-let the Equipment nor without our consent remove or permit the removal of the Equipment from the United Kingdom.

- 7.10 Keep the Equipment free of all liens and pay all taxes and impositions in respect of the Equipment its hiring hereunder and its location excepting only any taxes on or assessed by reference to our profits and any Value Added Tax which we are able to reclaim from HM Revenue and Customs.
- 7.11 Not do or permit or cause to be done any matter or thing whereby our rights in respect of the Equipment are or may be prejudiced.
- 7.12 Return the Equipment at your own expense to us on the expiry or termination of this Agreement in good repair and working order and in a condition consistent with the performance of your obligations hereunder (fair wear and tear excepted) and at such place in the United Kingdom as we shall require. If you fail to return the Equipment to us within 7 days of the expiry or termination of this Agreement, you shall grant us or our agents access to any premises where the Equipment may be for the purpose of removing the Equipment, and you shall reimburse us any costs we incur in doing so.
- 7.13 If the Equipment is returned to us other than in the condition required in clause 7.12, we may elect you to put the Equipment in the required condition and you shall reimburse us on demand for any costs and expenses incurred by us as a result.
- 7.14 Indemnify us in respect of any claims made against us and all damages costs and expenses suffered or incurred by us, as a result of a claim made by a third party arising out of state, condition or use of the Equipment or in any way arising out of its hiring hereunder.
- 8. Software**
- If software is included as part of the hiring under the Agreement:-
- 8.1 It is your responsibility to ensure that you remain properly licensed to use the software.
- 8.2 You will observe the terms and conditions of the licence.
- 8.3 You are responsible for ensuring that the software meets your specifications and is suitable for your purpose.
- 8.4 You will provide us with a copy of the software licence if we ask for it.
- 8.5 It is not a condition of this Agreement that software maintenance and support is provided and, therefore, Rentals will continue to be payable even if the supplier fails to provide such maintenance and support.
- 9. Termination**
- If you repudiate or are deemed to repudiate this Agreement by breach of any of your obligations hereunder you shall no longer be in possession of the Equipment with our consent and we may terminate the hiring and take back the Equipment and you will be liable to pay us the sums due under clause 10 and without prejudice to the generality of the foregoing it is agreed that any of the following events will constitute a repudiatory breach of this Agreement:-
- 9.1 If you fail to pay any payment or other sum payable hereunder within three days of it becoming due and fail to remedy the same within the time period required by any legal notice that we are required to serve on you requiring the breach to be remedied.
- 9.2 If you commit or cause or permit a breach of any other Term or Condition of this Agreement and fail to remedy the same within the time period required by any legal notice that we are required to serve on you requiring the breach to be remedied.
- 9.3 If any of your creditors becomes entitled to present a bankruptcy petition against you.
- 9.4 If you enter or attempt to enter into a composition with creditors or (where you are a limited company) a petition is presented or any steps are taken for the appointment of an administrator or if a receiver is appointed in respect of your assets or any part thereof or a meeting whether formal or informal is called of your creditors or if you enter into liquidation except a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved in writing by us.
- 9.5 If any distress or execution is levied against assets under your control.
- 9.6 (In Scotland and in addition to the events specified above). If you become apparently insolvent or suffer sequestration to be awarded of your estate or effects or if a receiver or judicial factor or trustee is appointed for any portion of your estate or effects you suffer any arrestment charge poinding or other diligence to be issued or levied upon you or your estate or effects or if there is exercise or threatened exercise of any landlord's hypothec.
- 9.7 If there are any events in other jurisdictions similar or analogous with any of the above.
- 9.8 If you are unable to pay your debts as they fall due.
- 9.9 If you, being a partnership, are dissolved.
- 9.10 If you are subject to a material adverse change or a change of control.
- 9.11 If you default under any other agreement.
- 9.12 If you have given us information which is inaccurate or untrue in connection with this Agreement or any other agreement between you and us.
- 9.13 You may end this Agreement early by giving us one month's notice. If you do, you will no longer be able to keep the Equipment and you must pay us all sums referred to in clause 10, excluding clause 10.2.
- 10. Consequences of Termination**
- 10.1 Upon any such termination as aforesaid you shall immediately pay to us as a debt:-
- a All arrears of sums then due by the way of payment and other sums accrued due and unpaid at the date of termination together with interest thereon payable under clause 2 above;
- b As agreed damages a sum equal to all the Rental Payments (excluding any amount referable to future Maintenance Payments) that would have been payable during the remainder of the Fixed Period (save for such termination), less a discount for early payment on each such Rental Payment at the rate of 2% per annum from the date of termination to the date that the Rental Payment would have been due;
- c Any other sums which are or become due to us, including but not limited to any sums payable under clause 7.13 to repair the Equipment to the condition required by this Agreement; and
- d If the Equipment is not returned to us, by way of compensation, monthly payments at an amount which is the same as the monthly Rental Payments (or monthly equivalent if your Rental Payments are not payable on a monthly basis) payable under the Agreement before termination, until the Equipment is returned. Such payment will be payable by you in advance commencing two weeks from the date of termination.
- 10.2 If the Equipment is returned to us after we terminate this Agreement under clause 9 above we shall give credit to you in such sum as the proceeds of sale (excluding VAT) of the Equipment less the amount of any costs and/or expenses incurred by us in recovering and/or selling the Equipment.
- 10.3 If maintenance is included you will also be responsible for settling all maintenance amounts due to the Supplier.
- 11. Miscellaneous**
- 11.1 Without imposing any obligation upon us to do so we may upon or at any time after termination of this Agreement retake possession of the Equipment and for such purpose enter upon any premises belonging to you or in your occupation or control and you shall be responsible for all costs charges and expenses so incurred.
- 11.2 You shall be liable to us for all legal and other costs (on a full indemnity basis) incurred by us in enforcing any provision of this Agreement or recovering any sum due thereunder.
- 11.3 Any forbearance of indulgence granted by us to you shall not constitute a waiver of any right or remedy which we would otherwise have had against you.
- 11.4 Notwithstanding the termination of this Agreement our rights in relation to the Equipment and any payments due thereunder shall continue to be regulated by this Agreement.
- 11.5 You may not assign, mortgage, charge or sublet this Agreement. We reserve the right to transfer, assign or to charge the benefit of this Agreement to any person at any time in our absolute discretion.
- 11.6 Any document or notice we give you under or in connection with this Agreement will be validly given if sent either by first class post to your usual or last known place of business, or by email to the email address specified in this Agreement or such other email address as you may notify to us from time to time. Such document or notice shall be deemed to have been received by you forty-eight hours after posting if sent by post or, if sent by email, on the working day following the day on which the email was sent.
- 11.7 This Agreement may be signed by you and by us by way of electronic signature, as defined in section 7(2) of the Electronic Communications Act 2000.
- 11.8 This Agreement shall be governed by English law and you hereby submit to the jurisdiction of the English court.
- 11.9 This Agreement incorporates all Terms and Conditions agreed between us and can only be varied by a document signed by both of us.
- 11.10 By signing this Agreement you agree that the Contracts (Rights of Third Parties) Act 1999, will not apply.
- 11.11 If your business consists of more than one person you will each be liable jointly and severally for the full extent of your commitments made under this Agreement.
- 11.12 We may charge you for other reasonable fees and charges which we may incur in connection with the administration of this Agreement from time to time, including an administration charge if you request we novate the Agreement and we agree to this request.
- 11.13 To help us improve our service, to assist us in training, to evidence communications between us and in the interests of security, we may monitor and/or record your telephone calls with us.
- 11.14 If the date for payment of any sum under this Agreement is not a day when banks in London are open for normal business (a "Business Day"), the payment will be taken on the next Business Day. If there is no corresponding date in the month, the payment will be taken on the last Business Day before that date.
- 12. Unregulated Agreement**
- If: (i) you are a body corporate; (ii) you are a partnership consisting of entirely bodies corporate; (iii) you are a partnership with four or more partners; or (iv) if the total payments due under this Agreement be greater than £25,000 (inc. VAT), and you are entering into the Agreement wholly or predominantly for a business purpose, then this Agreement is not regulated under the Financial Services and Markets Act 2000 by the Financial Conduct Authority nor by the Consumer Credit Act. Any statement in this Agreement or any copy of this Agreement or in any notice we serve concerning the Consumer Credit Act 1974 will not apply to you (unless you are entering this Agreement for business purposes in which case you should consider the statutory references found in the Declaration for exemption relating to businesses).
- 13. Complaints Procedure**
- If you have a complaint and we cannot resolve this, then if you are eligible you can refer your complaint to the Financial Ombudsman Service who provide an impartial and free service to help you. Their contact details are shown below:-
- By post: Financial Ombudsman Service, Exchange Tower, London, E14 9SR
- By phone: 0800 023 4567
- By email: complaint.info@financial-ombudsman.org.uk
- Website: www.financial-ombudsman.org.uk

CUS Service Tel 0333 0063031

expiry
May 2029

ACCOUNT UP SUN 01

landlines
+
broadband

Line Rental & Broadband Agreement				
Date: 16/05/2022				
Company Name: Sunningdale Parish Council				
The Pavilion Berkshire				
SL5 0QS				
co reg number: co number here				
Main Company Phone Number: 01344 874268				
E-mail address for billing: clerk@sunningdaleparish.org.uk				
Invoice address (if different from above)				
Postcode				
In return for the agreed term of service, Reach Digital Telecoms Ltd undertakes to:-				
1. Route all telephone numbers and/or lines relating to the above address via the Reach Digital Telecoms Ltd network, at the agreed rates (see accompanying tariff sheet).				
2. Provide billing of service 1 month in advance and the 1st bill printed on Reach billing services				
3. Care level 4 is applied to each line/channel rental to ensure a guaranteed 6 hour response time from Openreach, to protect against line faults, charged at £5.95 per month.				
In return for the above, the Customer agrees to:-				
1. Pay all call charges on time by direct debit upon receipt of a valid invoice.				
2. Repay in full any termination charges paid by Reach Digital Telecoms Ltd on behalf of the Customer to a previous supplier should the Customer wish to end this Agreement at any time prior to the agreed term				
Agreement Term from Installation: 24 (Months Minimum)				
Customer Telephone Account Details				
Telephone number	Description	Postcode of destination number	No of lines	Type*
01344 874268	Main Number	SL5 0QS		
01344 297250	Broadband	SL5 0QS		
	Home Worker			
* Line Type Code (I2) ISND2e, (I30) ISDN30e, (BA) BT Analogue, (AM) BT Analogue Multiline, (AL) Alarm, (PQ) PDQ Machine, (FL) Feature Line				
Broadband				
Reach Digital Telecoms Ltd are required under Ofcom regulations to create a record of our customers' consent to enter into a contract for Broadband Services. By signing this agreement you hereby give authorisation to Reach Digital Telecoms Ltd, to migrate current Broadband Services and/or provide new Broadband Services. All Broadband Services are subject to Reach Digital Telecoms Ltd's Acceptable Use Policy, details of which are available upon our website at www.reachtelecoms.com . Unless otherwise stated Fibre Broadband, or an alternative suitable product, (subject to availability) will be provided free of charge for the first 12 months of service, subsequent years will be charged at £45.99 per month for adsl products, and £55.95 per month for fibre products.				
I hereby give authorisation to Reach Digital Telecoms Ltd to deal with my account for the purpose of providing Least Cost Routing/CPS and/or transferring my phone lines to Reach Digital Telecoms Ltd. I understand that any lines not accounted for on this agreement may result in additional charges. I confirm that I am duly authorised to sign this binding document as an authorised representative of the company, and have received, read and agree to the terms and conditions.				
For(Company name)		Sunningdale Parish Council		Signed
Name & Position		Mrs Ruth Davies Director		Date
				16/05/2022
Set up Bank or Building Society to Pay Direct Debits				
☒ STEP ONE ☐ STEP TWO ☐ STEP THREE				
 Step one: Receive GoCardless email from Reach Digital Telecoms Step two: Set up account with name, sortcode, account number Step three: Once complete you will receive an email confirming registration				
 Simpler Direct Debit				

Reach
DIGITAL TELECOMS

Reach Digital Telecoms Ltd
5 Knights Court
Archers Way
Battlefield Enterprise Park
Shrewsbury
SY1 3GA

VAT Registration No: 206 1823 38
Registered in England No: 08375466

System Make: Mitel Cloud
System Maintainer: Reach Digital Telecoms Ltd
Contact Number: 01743 240666

Services Required:-

Low Cost Telephone Calls Yes
Low Cost Line Rentals Yes

Special Conditions

Reach Digital Telecoms Ltd Tariff: 1.00

Monthly Service Options

	Yes/No	Charge
direct debit	Yes	FREE
e-Alert	Yes	FREE
e-Billing	Yes	FREE
care level 4	Yes	Charge

Payment by invoice will incur a monthly charge of £10

Billing and Payments:- Please note.

If during the life of the contract the customer changes payment or billing methods, then the applicable charges will be added to subsequent invoices automatically

GOCARDLESS 

System Make:	Mitel Cloud
System Maintainer:	Reach Digital Telecoms Ltd
Contact Number:	01743 240666

Low Cost Telephone Calls	Yes
Low Cost Line Rentals	Yes

Reach Digital Telecoms Ltd Tariff: 1.00

	Yes/No	Charge
webability	Yes	FREE
e-Alert	Yes	FREE
e-Billing	Yes	FREE
direct debit	Yes	FREE

Billing and Payments:- Please note,
If during the life of the contract, the customer changes payment or billing methods,
then the applicable charges will be added to subsequent invoices automatically

GOCARDLESS **DIRECT Debit**

Step one: Receive GoCardless email from Reach Digital Telecoms
Step two: Set up account with name, sortcode, account number
Step three: Once complete you will receive an email confirming registration

GOCARDLESS
Simpler Direct debit

ORDER FORM



Reach Digital Telecoms Ltd
5 Knights Court
Archers Way
Battlefield Enterprise Park
Shrewsbury
SY1 3GA

VAT Registration No. 206 1823 38
Registered in England No. 06375498

Date: 16/05/2022

Company Name: Sunningdale Parish Council
The Pavilion
Berkshire

SL5 0QS

co reg number: co number here

System Type: Mitel Cloud

Total system users: 5

	Quantity
6863i handset	
6867i handset	
6940 handset	5
mobile app trial*	5
softphone	
snom base<6 with 1 handset	
snom handset	
mitel conference 6970	
integrated headset 6940	
jabra pro 920	
Draytec AP810 Pro	
Draytec Vigor 2765ac Router	1
Door Entry 1 button door phone	
Door Entry with access keypad	
Music on hold	1
On hold marketing	
Go Communicator Express	
Go Communicator CRM	
Reporting- Business Insight	
Reporting- Office Analytics Report	
Entry Call Recording	

VoiceMail/ Voice Processing

System License- Total	5
Monthly License- Standard	5
Monthly License- Advanced	

Other Services

Your PA Option 1	
Your PA Option 2	
Text Package users	
Text Package bundle texts/ month	

Special conditions

Cash back amounts to be paid to Sunningdale Parish Council directly, from Reach Digital Telecoms Ltd
Mobile app free trial period is for 3 months and each app license will be charged at £3.99 thereafter

Reach Digital Telecoms Ltd agrees with Sunningdale Parish Council that the Equipment specified above shall be rented to you by
Reach Digital Telecoms Ltd or a third party finance provider (the hirer) for the total price of £121.34 +VAT, followed by
83 months from the date of this agreement of:- £121.34 Reach Digital Telecoms Ltd will assist Sunningdale Parish Council with its application
for 3rd party finance to facilitate monthly payments of £121.34 +VAT and shall arrange for Sunningdale Parish Council
to enter into a Rental Agreement with the Hirer. Mobile app licenses to be charged at £3.99 each after trial period expires.

I have read, understood and I acknowledge acceptance of the terms and conditions.

I Authorise Reach Digital Telecoms Ltd to register Sunningdale Parish Council for tps, tps, mps

For(Company name) Sunningdale Parish Council

Signed

Name & Position. Mrs Ruth Davies Director

Date

16/05/2022

Other Equipment	
5 port POE	
8 port POE	1
24 port POE	
programming tool	1
Set up/ installation:	
Remote set up	
2 stage on site installation and set up	1
Site survey	
Inclusive site move	

Additional Information:

To supply and set up the above equipment
including project management, programming &
number porting.

2 Stage Installation Y/N ☒

With 2 stage installation the system is installed including any network
cabling required and connecting of all relevant equipment.

Once number porting has completed a full and thorough on site training
prior to completion of job.

Special Conditions

			customer's initial
Cash back towards other requirements	£2,289		
Cash value of service installation charges of	£200		
Mobile cashback for savings			
Mobile savings and date	16/05/2022		
Existing services	Existing provider	Months remaining	
Call Provider:		0	
Line Provider:		0	
BB Provider:		0	
On hold Services		0	
Existing System Rental:	brp	0	
Existing Maintenance:		0	
Other		0	

Cash back provided can only be paid to the maximum of the agreed sums above.

Termination charges can only be covered for the maximum of the term remaining as stated above.

Additional charges from unforeseen contract terms cannot be covered by Reach Digital Telecoms Ltd

ON-SITE WARRANTY

Date: 16/05/2022

Company Name: Sunningdale Parish Council
The Pevillon
Berkshire

SL5 008 co reg number: co number here

System Type: Mitel Cloud

Total system users: 6

	Quantity
6863i handset	
6867i handset	
6940 handset	5
mobile app trial*	5
softphone	
snom basec6 with 1 handset	
snom handset	
mitel conference 6970	
integrated headset 6940	
jabra pro 920	
Draytec AP810 Pro	
Draytec Vigor 2765ac Router	1
Door Entry 1 button door phone	
Door Entry with access keypad	
Music on hold	1
On hold marketing	
Go Communicator Express	
Go Communicator CRM	
Reporting- Business Insight	
Reporting- Office Analytics Report	
Entry Call Recording	
VoiceMail/ Voice Processing	
System License- Total	5
Monthly License- Standard	5
Monthly License- Advanced	

I have read, understood and I acknowledge acceptance of the terms and conditions.

For(Company name) Sunningdale Parish Council

Name & Position: Mrs Ruth Davies Director

Signed

Date: 16/05/2022

Reach

DIGITAL TELECOMS

Reach Digital Telecoms Ltd
6 Knights Court
Archers Way
Battlefield Enterprise Park
Shrewsbury
SY1 3GA

VAT Registration No. 206 1823 58

Registered in England No. 00376400

Other Equipment

5 port POE	
8 port POE	1
24 port POE	
programming tool	1
Set up/ installation:	
Remote set up	
On site installation and set up	1
Site survey	
Inclusive site move	

Additional Information:

includes remote diagnostic and programming
engineer call outs
repair or replacement of kit
excludes additional equipment added to system in future.
this is an 84 month agreement commencing from completion of inclusive period
number of years included in system package: 1

Special Conditions:

Monthly charge:

After the Inclusive period of On-Site Warranty the cost
for the above equipment will be:

£75.00

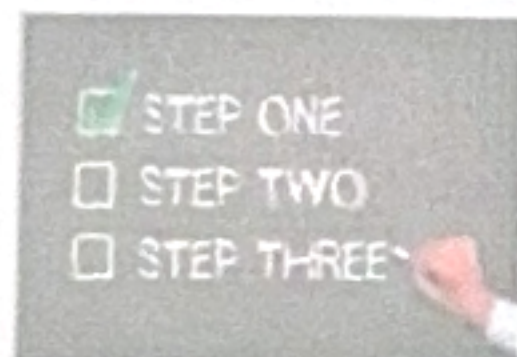
ex.vat

Service Level

(1,2 or 3)

1

Set up Bank or Building Society to Pay Direct Debits



GOCARDLESS
Simpler Direct Debit

GOCARDLESS **DIRECT Debit**

Step one: Receive GoCardless email from Reach Digital Telecoms
Step two: Set up account with name, sortcode, account number
Step three: Once complete you will receive an email confirming registration



Monthly Quotation

At present you are paying:-

Current Mobile Costs	£0.00
Call Charges (After Current Discount)	£6.00
Equipment Rental	£50.86
Existing Service Charges, including Line Rental, diverts etc	£51.74
System Maintenance	£18.87
Current Broadband Costs	£33.63
other	£0.00
Total (exc VAT)	£161.10

Reach Digital Telecoms Ltd with all inclusive system:-

Estimated Mobile Charges	£0.00
Estimated UK Local, National, UK Mobile Call Charges*	£20.00
Mitel System Rental	£121.34
New Service charges (excludes additional services/ care if applicable)	£36.50
Hosting charges	£13.50
6 month introductory credit	-£17.12
Additional Broadband(s)	£0.00
Other	£0.00
Total (exc VAT)	£174.22

Invested cost per month

£13.12

Cost per user

£2.62

Quotation Includes

Line order charges paid by Reach Digital Telecoms Ltd	£200.00
Cash back for other requirements	£2,288.70
Full equipment and software listed	✓
Full project management	✓
Includes 1 years on site and labour warranty	✓

Equipment Terms

Monthly rental period	1+83	£121.34 exc. VAT per month (VAT charged at the prevailing rate)
-----------------------	------	---

I understand that the above figures are representative of our current average expenditure and will be billed in line with Reach Digital Telecoms Ltd current Terms and Conditions. I understand that I may be billed separately for the system rental by a 3rd party funder and lines, calls, maintenance and broadband by Reach Digital Telecoms Ltd under a separate agreement.

* If selected, 'Your PA' is charged at an additional £7/p/m, package options are billed based on usage as set out on the 'Your PA' customer order form

Company name Sunningdale Parish Council

Signed

Position

Name

Date

Director

Mrs Ruth Davies

16/05/2022



Sunningdale Parish Council / RBWM Library Service Level Agreement

This agreement is made the 10 day of June 2022

BETWEEN

- (1) THE ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD of Maidenhead Library, St Ives Road, Maidenhead, SL6 1QU and
- (2) Sunningdale Parish Council whose registered office is at The Pavilion, Broomhall Lane, Sunningdale, SL5 0QS

1. Definitions

- 1.1. "The Borough" means the area of the Royal Borough of Windsor and Maidenhead
- 1.2. "the Contribution" means the contribution to be made by the Sunningdale Parish Council to the Library and Resident Contact Service
- 1.3. The "Date of Service" means 10 June 2022
- 1.4. "The Hours of Statutory Public Library Use" means the hours set out in Appendix 1 to this agreement
- 1.5. "IT" means Information Technology
- 1.6. "The Statutory Public Library Service" means the delivery of a comprehensive library service based on the 4 Universal Offers endorsed by Libraries Connected and the Superintendent for Libraries at DCMS as can be viewed here: [Universal Library Offers | Libraries Connected](#)
- 1.7. "The Service" means the Library and Resident Contact (L&RC) Service

AGREEMENT BETWEEN THE PARTIES HERETO

NOW IT IS AGREED as follows:

2. Aims and Objectives

It is the aim and objective of the parties to improve and enhance library services to the local community by

- 2.1. Facilitating and promoting the use of library resources and services in with community
- 2.2. Making the most effective and efficient use of available resources through an integrated and collaborative approach to library and information provision
- 2.3. Providing a comprehensive source of learning resources, support and sign-posting for the community
- 2.4. Providing up to date and relevant stock in sufficient quality and quantity to meet the statutory requirements of the library service alongside staff expertise in providing information in response to enquiries as well as reading development support
- 2.5. Promoting the effective use of resources through liaison and collaboration with partners, volunteers and members of the community
- 2.6. Providing access for all library users to the wider network of information resources through digital means
- 2.7. Making use of common services for creating a sustainable and resilient library delivery model that meets the statutory requirements of a comprehensive library service based on the 4 Universal Offers

3. Term

- 3.1. The Agreement shall commence on the Date of Service and shall continue for 5 (five) years unless and until terminated in accordance with clause 15
- 3.2. Subject to clause 15, at the end of each Term this agreement will automatically renew for a renewal term of 12 months, unless terminated earlier. An annual increase in contribution will be applied based on the RPI rate of inflation capped at 5%pa.

- 3.3. Election Not to Renew. Either party may elect not to renew this agreement, by providing notice to the other party at least 6 months before the end of the Term.

4. Funding and Insurance

- 4.1. The Sunningdale Parish Council will make the following contributions to the Library and Resident Contact Service: £11,500pa (eleven thousand five hundred pounds per annum).
- 4.2. The L&RC Service shall invoice the Sunningdale Parish Council in April each year.
- 4.3. The Contribution shall be paid to the L&RC Service within 28 (twenty eight) days of invoices being presented to the Sunningdale Parish Council
- 4.4. Subject to the payment of the Contribution and to any other matters specifically set out in this Agreement, the L&RC Service shall be responsible for paying the costs of staffing, general stock and provision of IT equipment for the Library
- 4.5. The Sunningdale Parish Council shall provide the L&RC with an adequate space to house a pop-up library, including storage facilities, and will assist with the setting up and taking down of said pop-up library as may be required.
- 4.6. The L&RC Service shall be responsible for adequately insuring the contents of the Library
- 4.7. The L&RC Service shall ensure that use of the Library by members of the public is covered by adequate public liability insurance at all times during the hours of statutory public library use

5. Staffing

- 5.1. The L&RC Service shall recruit, train and provide staffing for the library during Statutory public library hours
- 5.2. Responsibility for and management of library staff will rest with the L&RC Service
- 5.3. The L&RC Service shall liaise with the Sunningdale Parish Council as to uses of the premises during and outside of statutory public library opening hours.
- 5.4. The L&RC Service shall ensure that the library is staffed at all times during statutory public library opening hours

6. Community and Partner Use

- 6.1. The L&RC Service and the Sunningdale Parish Council shall ensure that the Premises are open and available for use as a library during the statutory public library opening hours
- 6.2. All standard L&RC service policies will apply and are available on the Council website
- 6.3. Groups and partners may not refuse entry to library users during statutory public library opening hours. Access will be governed by L&RC access policy.

7. Security

- 7.1. The L&RC will be responsible for securing the building after use.
- 7.2. The L&RC Service and Sunningdale Parish Council will allow access to authorised persons at all reasonable times following consultation between the parties in order to carry out any works required.

8. Stock

- 8.1. The L&RC Service will ensure general stock is maintained at a level appropriate to a public library serving the local community in line with the legislation governing statutory public library services
- 8.2. The L&RC Service will liaise with other RBWM Libraries, SELMS, other library authorities and the British Library to meet specific stock requirements as far as is reasonable
- 8.3. The L&RC Service will be responsible for ensuring all items are catalogued and arranged in a way that ensure accessibility and meets the needs of library users.
- 8.4. The stock at the library will reflect the same range of media available in other comparable libraries in the Borough

9. Information Technology

- 9.1. The L&RC Service will strive to provide and maintain IT facilities in the Library to the same level as those available at comparable libraries in the Borough

- 9.2. Technical support for the computer equipment in the library will be provided by the Service and supported by the Council's IT Service.

10. Equipment. Amenities. Fixtures and Fitting

- 10.1. The L&RC shall not remove any equipment or fixture and fittings during the course of this Agreement without prior discussion with the Sunningdale Parish Council
- 10.2. During the period of this Agreement:
- 10.2.1. The Sunningdale Parish Council shall be responsible for paying the costs of electricity and water and any other building-related costs
- 10.2.1.1. The L&RC will not be charged for using the space for delivering library services

11. Communication / Review

- 11.1. In order to ensure effective communication and informed planning a Library Liaison Board will be established whose remit will be the operation of the library and which may make suggestions regarding the library.
- 11.2. The LLC will comprise of
- 11.2.1. A representative from the Sunningdale Parish Council
- 11.2.2. The Service's nominated representation (Libraries Team Leader) who will act as the Chair
- 11.2.3. A Library Representative (Supervisor) who will set up meetings and take notes
- 11.2.4. A specialist support officer
- 11.3. The LLB shall meet at least twice per year and will be convened by the Chair
- 11.4. The LLB will at its meetings:
- 11.4.1. Provide suggestions to those responsible for the day to day management of the library regarding the resource requirements of the library
- 11.4.2. Disseminate information about the library and the services that it can provide to the community
- 11.4.3. Act as a consultative group for the formulation of library services and support
- 11.4.4. Monitor the operation of the Agreement and any conflicts between the demands of the different groups, partners and the Service
- 11.5. Once per year the Chair of the LLB will liaise with the Service Lead to review the operation of this Agreement and consider any proposals for future development of the Library.
- 11.6. Both parties will cooperate in promoting the use of the library and library services to members of the local community.

12. Monitoring and Evaluation

- 12.1. The Service shall ensure that the use and performance of the Library will be monitored by the L&RC Service to ensure that it is responsive to the changing needs of its users and meets the statutory standard appropriate to public libraries.

13. Dispute Resolution

- 13.1. Routine operational concerns should be raised with the Libraries Team Leader in the first instance who will refer the matter if necessary
- 13.2. Any disputes concerning the terms of this Agreement or the operation of the Library which have not been resolved in accordance with Clause 13 and Clause 15 of this Agreement or which are considered by either party to be of such a nature as to make those procedures inappropriate may be referred by either party to the President of the Chartered Institute of Arbitrators for determination or at his option by an independent person nominated by the President.

14. Review

- 14.1. A meeting will take place between the Service Lead and the Partner / group's nominated representative every 5 years to review the SLA and agree any amendments in writing.

15. Terminations

- 15.1. Either party may terminate this agreement by giving not less than 6 months' notice in writing to the other party
- 15.2. Distribution of Stock and Equipment on Expiry or Termination:
 - 15.2.1. All items supplied by the Partner / Group on commencement of this Agreement will be retained by the Partner / Group
 - 15.2.2. All items supplied by the L&RC Service on commencement of this Agreement will be retained by the service
 - 15.2.3. All items purchased during the life of the Agreement will be retained by the Service unless specifically stipulated by the Partner at time of purchase.

IN WITNESS WHEREOF the L&RC Service and the Sunningdale Parish Council executed this Agreement the date and year first before written.

Signed on behalf of the Royal Borough of Windsor and Maidenhead

Name:

Signature:

Position:

Date:

Signed on behalf of Sunningdale Parish Council

Name: Ruth Davies

Signature:



Position: Clerk and RFO

Date: 9th June 2022

RESOLUTION: Sunningdale Parish Council meeting on 22nd June 2021 Item 25/21

Appendix 1

Sunningdale Library	
Day	Opening hours
Monday	Closed
Tuesday	Closed
Wednesday	Closed
Thursday	Closed
Friday	4-7pm
Saturday	10am-1pm & 1.30pm-4pm
Sunday	11am-2pm

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

Resources

Town Hall, St. Ives Road, Maidenhead, Berkshire, SL6 1RF

342

www.rbwm.gov.uk



INVOICE

Sunningdale Parish Council
Council Office
The Pavilion
Broomhall Lane
Ascot
Berkshire
SL5 0QS

VAT Reg No.	GB 208943942
Invoice Number	IN3697935
Invoice Date	07/05/2026
Your Order	May 2026
Order Date	07/05/2026
Customer Id	306058

All enquiries concerning this invoice should be addressed to Jacqui Hepworth on 01628 796985

Page 1 of 1

DESCRIPTION	NO. OF UNITS	UNIT VALUE	NET £	VAT £	VAT %
Contribution to the Library and Resident Contact Service 1 April 2026 to 31 March 2027	1.00	11,500.00	11,500.00	0.00	0.00

Received	7/5/26
Authorised	NH
Code	302 - 4070
Entered	8/5/26
Paid	22/5/26 NH

Total excl. VAT	11,500.00
Total VAT	0.00
Total Amount in £	11,500.00

PAYMENT SLIP

PLEASE SEE OVERLEAF FOR PAYMENT INFORMATION



9826160713803697930

Issued: 07/05/2026

NAME: Sunningdale Parish Council

PAYMENT IS DUE WITHIN 21 DAYS

To :-
Royal Borough of Windsor & Maidenhead,
Town Hall,
St. Ives Road,
MAIDENHEAD,
BERKSHIRE, SL6 1RF.

Amount Due : 11,500.00

Invoice No : IN3697935

Invoice Date : 07/05/2026

Name Angela Huisman
Department Revenues, Benefits, Library
and Resident Services
Resources Directorate
Email address angela.huisman@rbwm.gov.uk
Telephone 01628 685641



EMPLOYER RECOGNITION SCHEME

GOLD AWARD 2025

Proudly supporting those who serve.

www.rbwm.gov.uk



9 September 2026

Ruth Davies
Clerk to the Parish Council
Sunningdale Parish Council
The Pavilion, Broomhall Lane
Sunningdale
SL5 0QS

Dear Ruth

**SUNNINGDALE PARISH COUNCIL
CONTRIBUTION TO OPENING HOURS AT SUNNINGDALE POP-UP LIBRARY
2027/2028**

I would like to take this opportunity to express the Borough's sincere gratitude, together with my personal thanks, for the Parish Council's continued support of the Sunningdale Pop-up Library.

The Parish Council's commitment and generosity have played a vital role in sustaining a library service in Sunningdale and ensuring the continued availability to local residents. The contribution agreed in 2022 was instrumental in establishing and maintaining the Pop-up Library, enabling the Borough to continue providing this valued community resource. Your support has helped ensure that residents retain access to important library services at the heart of their community.

As the current five-year term of the Service Level Agreement approaches its conclusion in June 2027, we would also like to provide advance notice that we will be seeking to review the annual contribution for 2027/28 onwards. The £11,500.00 annual contribution has remained unchanged since the agreement was established in 2022, despite significant increases in staffing, utility, operational and service delivery costs over that period.

Any proposed increase would therefore reflect both inflationary pressures and the increased costs associated with maintaining the library service, helping to ensure its ongoing sustainability for the benefit of the Sunningdale community. We look forward to discussing the renewal of the agreement with the Parish Council and working together to secure the future of the library.

Once again, thank you for your valued partnership and ongoing support.

Your sincerely

A black rectangular box redacting the signature of Angela Huisman.

Angela

Angela Huisman

Head of Libraries and Resident Contact (Face to Face)



Units 5 & 6 Crown Business Estate
180 – 182 Berkhamstead Road
Chesham, Buckinghamshire
HP5 3ET

Tel: 01494 783541
Email: admin@ltilluminations.co.uk
www.ltilluminations.co.uk

Suzie Parker
Sunningdale Parish Council
The Pavilion
Broomhall Lane
Sunningdale, Berks
SL5 0QS

Thursday 15th February 2024

When replying please quote:
E5576/24

Dear Suzie,

Christmas Lighting Display

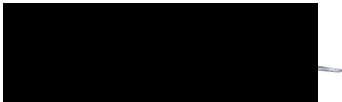
Thank you for your enquiry and for both yours and John's time during my recent visit, it was good to meet you and discuss your plans for the Christmas Lighting Display. We now have pleasure in providing the following information.

As discussed, we have provided costs for the installation and commissioning of your existing display. For the lighting in the large tree at the recreation ground, we have shown 2 options for re-dressing it, and John asked if we could show a cost for installing a high-level control box for the tree lighting which we have itemised.

With regards to collection and storage, we have not included to collect the equipment, but would be happy to do so if required, and for storage, we would be happy to keep the decorations in our warehouse between seasons free of charge if you enter into a 3-Year agreement.

We hope you find this information of interest and look forward to hearing from you soon. In the meantime, should you have any questions or queries, please do not hesitate to contact us.

Yours sincerely,
For Lamps & Tubes Illuminations Ltd.



Matt Taylor
Managing Director

Client: Sunningdale Parish Council

Contact: Suzie Parker

Thursday 15th February 2024
When replying please quote:
E5576/24

QUOTATION

Christmas Lighting Display			
	2024	2025	2026
<u>Pre-Season Works:</u>			
To carry out health check on existing column power supplies. Check incoming supply and operation of safety RCBO's/Control gear. On completion, issue report with any issues noted and associated costs for repairs.	£350.00	£350.00	£350.00
To carry out inspection of clients' own decorations – check operation and condition of frames/joint boxes, flexes etc. On completion, provide report with any issues noted and associated costs.	£250.00	£250.00	£250.00
Pre-Season Inspections:	£600.00	£600.00	£600.00
<u>Annual Installation, In-Season Maintenance Support and Removal:</u>			
Provide HERS Accredited engineers and suitable powered access equipment to install and commission display ready for switch-on. Provide in-season maintenance support via proactive and reactive visits. On agreed dates, isolate and remove display into storage. 26no. Column Decorations London Road/Chobham Road @ Unit Price: £125.00	£3,250.00	£3,250.00	£3,250.00
2no. Column Decorations Chobham Road @ Unit Price £125.00	£250.00	£250.00	£250.00
Check operation and re-commission existing tree light displays: 2no. Cheery Trees – Chobham Road @ Unit Price: £250.00	£500.00	£500.00	£500.00
1no. Fir Tree – Chancellors @ Unit Price: £200.00	£200.00	£200.00	£200.00
1no. Large Tree – Recreation Ground @ Unit Price: £450.00	TBC	£450.00	£450.00
Note: Please see additional quotation for re-dressing tree in year 1.			

All prices plus VAT. Continued overleaf.



Client: Sunningdale Parish Council

Contact: Suzie Parker

Thursday 15th February 2024
When replying please quote:
E5576/24

QUOTATION

Christmas Lighting Display			
	2024	2025	2026
<u>Annual Installation, In-Season Maintenance Support and Removal (continued):</u>			
Engineers to attend switch on event (if required). Provide 2no. Engineers to attend switch on event. At end of event, ensure all displays are running and all columns/feeder pillars are left secured. 2no. @ Unit Price: £250.00	£500.00	£500.00	£500.00
Installation, Maintenance and Removal:	£TBC	£5,150.00	£5,150.00
Total Project Cost:	£TBC	£5,750.00	£5,750.00
<u>Additional Items:</u>			
To re-dress natural fir tree at Recreation Ground. Provide engineers and suitable access equipment to remove existing light sets where possible and set aside. Supply and install new LED Garland light sets – static Warm White, draped to outer branches of tree on all sides, secured to branches using rubber 'wrap straps' to allow tree growth. Connect to existing power supply and commission. 250mts of Garland, total of 2500LEDs Or 400mts of Garland, total of 4000LEDs	£2,940.00 £3,810.00	- -	- -
Installation of dedicated control box within tree (if required). Supply IP Rated enclosure with safety RCBO and digital timeclock located at high-level within tree, connected via steel wired armoured cable to existing supply in base of tree.	£235.00	-	-

All prices plus VAT. Continued overleaf.



Client: Sunningdale Parish Council

Contact: Suzie Parker

Thursday 15th February 2024
When replying please quote:
E5576/24

QUOTATION

Christmas Lighting Display			
	2024	2025	2026
<u>Storage:</u> • Provide storage of clients' equipment between seasons in our secure and weather tight warehouse. We would be happy to provide this free of charge based on a 3-Year agreement.			

All prices plus VAT.

TERMS:

Payment Terms:

Decorations and Supply Only Goods

Invoiced on receipt of order

New Customers payment by Pro-forma

Hire decorations

Annual hire costs will be invoiced on acceptance of order and annually invoiced thereafter on the anniversary of the original order date.

Infrastructure and Testing

Invoiced on completion of works

Installation, Maintenance and Removal

First invoice: 75% of installation costs for all erected decorations, payable on completion of installation.

Balance payable when installation removed to storage.

Final invoices for additional items and/or labour used will be billed separately; full payment within 14 days.

E & OE

This quotation is valid for 28 days.

All prices are subject to VAT at 20%

Retention of Title

All goods and service/repair parts will remain the property of the company until the price has been paid in full and the Customer shall remain a bailee only until payment is made

A full copy of our Terms and Conditions is available on request.

Lamps and Tubes Illuminations Ltd.

DATED 2026

THE MASTER FELLOWS AND (1)
SCHOLARS OF THE COLLEGE OF
SAINT JOHN THE EVANGELIST IN THE
UNIVERSITY OF CAMBRIDGE

AND

SUNNINGDALE PARISH COUNCIL (2)

Permissive Path Agreement

MILLS & REEVE

THIS AGREEMENT is made on

2026

BETWEEN:

1. **THE MASTER FELLOWS AND SCHOLARS OF THE COLLEGE OF SAINT JOHN THE EVANGELIST IN THE UNIVERSITY OF CAMBRIDGE** of the Bursary, St John's College, St John's Street, Cambridge, CB2 1TP and care of Mills & Reeve LLP, Botanic House, 100 Hills Road, Cambridge, CB2 1PH ("**the Landowner**"); and
2. **SUNNINGDALE PARISH COUNCIL** of The Pavilion, Broomhall Lane, Sunningdale, SL5 0QS ("**the Council**")

BACKGROUND

- (A) The Landowner owns the freehold interest in the Property.
- (B) The Landowner deposited a landowner statement and plan in respect of the Property under section 31(6) of the Highways Act 1980 with the Royal Borough of Windsor and Maidenhead Council on 2 August 2019.
- (C) The Landowner lodged a declaration in respect of the Property under section 31(6) of the Highways Act with the Royal Borough of Windsor and Maidenhead Council on 11 February 2025.
- (D) The Landowner does not intend to dedicate any new public rights of way over the Property in addition to those admitted in the statement, plan and declaration but has agreed subject to the conditions of this Agreement to grant to the Council such permissions as are hereinafter mentioned in order to enable members of the public to use the Permitted Path for the Permitted Use.

AGREED TERMS

1 INTERPRETATION

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

Licence Fee one peppercorn

Licence Period	the period from and including the date of this Agreement and continuing for an initial term of 12 months (the “ Initial Term ”) and thereafter, unless terminated in accordance with Clause 7, continuing on a yearly rolling basis
Permissive Path	the path shown shaded brown on Plan 2, being in No greater than three (3) metres wide NUMBER metres wide
Permitted Use	to pass and repass on foot only with or without dogs, but not for any other purpose
Plan 1	the plan attached to this Agreement titled ‘Plan 1’ appended at Schedule 2
Plan 2	the plan attached to this Agreement titled ‘Plan 2’ appended at Schedule 2
Property	the freehold property at Broomhall Farm, Broomhall Lane, Ascot SL5 0DG shown edged red on Plan 1 and registered at HM Land Registry with title absolute under title number BK447128
Third Party Insurance	fully comprehensive public liability insurance with reputable insurers in a sum not less than £10,000,000 (ten million pounds) for each and every claim arising in respect of the use of the Permissive Path.
VAT	value added tax chargeable in the UK
Works	the works described in Schedule 1

Commented [MA1]: Please insert the width of the path

- 1.1 Clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 1.2 References to clauses and the Schedule are references to clauses and the Schedule of this Agreement and references to paragraphs are to paragraphs of the Schedule.
- 1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedule.
- 1.5 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 A reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.10 A reference to writing or written excludes fax and e-mail.
- 1.11 Any obligation in this Agreement on a party not to do something includes an obligation not to agree or allow that thing to be done.
- 1.12 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2 LICENCE TO USE

- 2.1 Subject to clause 3 and clause 4, in consideration of the Licence Fee paid by the Council to the Landowner (receipt of which the Landowner acknowledges) and the obligations of the Council in this Agreement, during the Licence Period the Landowner permits:
- 2.1.1 the Council and all others authorised expressly or impliedly by the Council to use the Permissive Path for the Permitted Use in common with the Landowner and all others authorised by the Landowner; and
- 2.1.2 the Council to enter on the land up to five metres either side of the Permissive Path to comply with its obligations contained in this Agreement;
- 2.2 The Council acknowledges that:
- 2.2.1 the Council and all others authorised by the Council will use the Permissive Path as licensee and not as of right; and
- 2.2.2 the Landowner retains control, possession and management of the Permissive Path and the Council has no right to exclude the Landowner from the Permissive Path.

- 2.3 This Agreement is personal to the parties and neither of them may assign or otherwise transfer the benefit of it.

3 TEMPORARY CLOSURE

- 3.1 The Landowner and Council agree that:

- 3.1.1 the Landowner may close all or part of the Permissive Path on a temporary basis for land management, agricultural or security purposes, or for sporting events, or where it is otherwise reasonable to do so;
- 3.1.2 except in an emergency, the Landowner shall give the Council not less than five (5) days' written notice of any temporary closure.

4 COUNCIL'S OBLIGATIONS

- 4.1 The Council agrees with the Landowner:

4.1.1 within [4] weeks of the date of this Agreement to carry out the Works to the reasonable satisfaction of the Landowner;

Commented [HE2]: 24.08.26 - please confirm whether 4 weeks is agreed.

4.1.14.1.2 to maintain the Works in good repair and condition, promptly replacing any signs which are torn down or defaced;

4.1.24.1.3 not to use or authorise the use of the Permissive Path other than for the Permitted Use;

4.1.34.1.4 to keep the Permissive Path in a safe condition and fit for the Permitted Use;

4.1.44.1.5 to keep the Permissive Path clear of vegetation, obstructions and rubbish;

4.1.54.1.6 not to erect any gates, stiles, footbridges or other structures without the prior written consent of the Landowner, which consent will not be unreasonably withheld;

4.1.64.1.7 to keep any gates, stiles, footbridges or other structures on the Permissive Path in good repair and condition;

4.1.74.1.8 to erect signs warning users of the Permissive Path of any dangers on or near the Permissive Path;

~~4.1.84.1.9~~ not to cut down, lop or injure any tree or sapling without the prior written consent of the Landowner except in an emergency, where consent shall not be required;

~~4.1.9~~ to take such steps as are necessary to ensure that dogs are kept on a lead;

Commented [MA3]: Are there any other steps required other than the signage?

4.1.10 not to cause any nuisance, annoyance or disturbance to the Landowner or any occupiers of the Property, or any neighbouring land, or to anyone entitled to use the Permissive Path in common with the Council;

4.1.11 not to assign or part with possession or control of any of the rights given in Clause 2;

4.1.12 not to cause any damage to the Property, or to any property of the occupier of the Property and to make good any damage caused as soon as possible to the reasonable satisfaction of the Landowner and to pay full compensation to the Landowner for any damage caused that is not made good and any loss which is directly or indirectly caused by the damage;

4.1.13 on the termination of this Agreement or the permanent closure of the Permissive Path to remove the Works and to make good any damage caused by their removal to the reasonable satisfaction of the Landowner; and

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

(i) ~~any breach by the Council's, its employees' or invitees' non-compliance with its~~ of the Council's covenants and obligations in this Agreement;

(ii) any negligent act, ~~omission~~ or default on the part of the Council or ~~their~~ its duly authorised officers, servants, agents, ~~contractors~~ or other persons authorised or impliedly authorised in relation to the rights granted by this Agreement;

~~(iii) any breach of the Council's obligations contained in this Agreement;~~
and

~~(iv)~~(iii) the exercise of any rights given in Clause 2.

5 NO DEEMED DEDICATION

- 5.1 For the avoidance of doubt it is declared that nothing in this Agreement shall amount to or be construed as a permanent grant, demise or dedication of or agreement for a public right of way.

6 INSURANCE

- 6.1 The Council will maintain Third Party Insurance which covers use by the public of the Permissive Path and will ensure that:
- 6.1.1 a copy of this Agreement has been produced to and acknowledged by the insurer;
 - 6.1.2 the interest of the Landowner has been noted on the policy;
 - 6.1.3 the current premium is paid and up to date;
 - 6.1.4 the Council complies with the terms of the Third Party Insurance and does not allow it to lapse; and
 - 6.1.5 satisfactory evidence of the terms of the policy is produced to the Landowner upon reasonable request.

7 TERMINATION

- 7.1 This Agreement shall take effect on the date set out at the beginning of it and shall continue for the Initial Term.
- 7.2 On expiry of the Initial Term this Agreement shall continue on a rolling year to year basis unless and until terminated in accordance with clauses 7.3 or 7.4.
- 7.3 Either party may terminate this Agreement at any time by giving the other not less than 12 months' written notice, such termination to take effect on expiry of the notice.
- 7.4 This Agreement shall terminate:
- 7.4.1 automatically if the Landowner ceases to own the freehold interest in the Property;

7.4.2 upon the expiry of any written notice given by the Landowner to the Council at any time following any failure by the Council to observe any of the Council's obligations contained in this Agreement.

7.5 Termination is without prejudice to the rights of either party in connection with any antecedent breach of any obligation subsisting under this Agreement.

8 NO WARRANTY OF CONDITION

8.1 The Landowner gives no warranty that the Permissive Path is in a safe condition and fit for the Permitted Use.

8.2 The Council acknowledges that it does not rely on, and shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Landowner before the date of this Agreement as to any of the matters mentioned in clause 8.1.

9 LIMITATION OF LANDOWNER'S LIABILITY

9.1 Subject to Clause 9.2, the Landowner is not liable for:

9.1.1 the death of, or injury to, the Council, its employees or invitees to the Permissive Path;

9.1.2 any damage to any property of the Council or that of the Council's employees or other invitees to the Permissive Path;

9.1.3 any liability which would otherwise arise under the Occupiers' Liability Act 1957; or

9.1.4 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Council or the Council's employees or other invitees to the Permissive Path in the exercise or purported exercise of the rights granted by Clause 2.

~~For the avoidance of doubt, nothing in this Clause 9 shall exclude the Landowner's liability for any death, injury, damage to any property, loss, claims, demands, actions, proceedings, costs, expenses, losses, actions, proceedings, damages, or expenses or other liability incurred by the Council, or the Council's employees or other invitees to the extent where~~

Commented [MA4]: Who are the invitees? Does this include members of the public?

Commented [HE5R4]: 24.08.026 - Yes

Commented [HE6]: This provision is not necessary. This agreement relates to the Permissive Path, which is defined and shown on a plan. As a matter of law the Council would have no liability in relation to third party land in respect of which it has no interest.

such liability arises directly or indirectly from the result of an event which occurs outside of the Permissive Path.

9.2 Nothing in Clause 9.1 shall limit or exclude the Landowner's liability for:

9.2.1 death or personal injury caused by negligence on the part of the Landowner or its employees or agents; or

9.2.2 any matter in respect of which it would be unlawful for the Landowner to exclude or restrict liability.

10 DISPUTES

10.1 If there shall be a dispute between the parties concerning their rights and obligations under the terms of this Agreement the parties may refer the dispute for determination by an independent expert appointed in accordance with sub-clauses 10.1.1 to 10.1.4.

10.1.1 after such a dispute has arisen the parties may agree in writing to refer the dispute to an independent expert appointed by them both whose decision shall be final and binding upon them;

10.1.2 the procedure to be adopted by the independent expert shall be determined by the independent expert but shall provide an opportunity for the parties to state their cases orally or in writing as the independent expert may direct;

10.1.3 the independent expert shall have the discretion to award the costs of the appointment failing which the costs shall be borne equally by the parties;

10.1.4 in the event of the parties failing to agree to refer the dispute to an independent expert or on the person to be appointed either party may within one month of the dispute arising apply to the President for the time being of the Royal Institution of Chartered Surveyors for the appointment of an expert to determine the dispute.

11 NOTICES

11.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

11.1.1 to the Landowner at: St John's College, Cambridge, c/o Savills, Second Floor, Botanic House, 100 Hills Road, Cambridge, CB2 1PH.

11.1.2 to the Council at: [ADDRESS] and marked for the attention of [NAME OR POSITION]; and[.]

Commented [HE7]: Please confirm

or as otherwise notified in writing by the relevant party to each other party.

11.2 Any notice or communication shall be deemed to have been received:

11.2.1 if delivered by hand, at the time the notice is left at the proper address and for the contact referred to in this clause; or

11.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

11.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11.4 A notice given under this Agreement is not valid if sent by email.

12 COSTS

12.1 On completion of this Agreement, the Council shall pay to the Landowner on a full indemnity basis all costs, fees, charges, expenses and disbursements of the Landowner and their professional advisors incurred in relation to the negotiation and completion of this Agreement, plus an amount equivalent to VAT on them except to the extent that the Landowner is able to recover that VAT.

13 THIRD PARTY RIGHTS

13.1 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

14 GOVERNING LAW

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

15 JURISDICTION

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

SCHEDULE 1

- 1.1 To erect notices at either end of the Permissive Path which state:

"This route is a PERMISSIVE FOOTPATH

You may walk this path by permission of the landowner.

- Keep to the path
- Take your litter home
- Keep dogs under close control
- Respect plants and animals
- No cycling
- No horses

This path may be closed on a temporary or permanent basis at any time.

It is not intended that this route should ever become a public right of way.

Section 31 Highways Act 1980"

- 1.2 The notices specified at paragraph 1.1 should be a minimum of 14.8cm x 21cm in size.

SCHEDULE 2

(Plans 1 and 2)

DRAFT

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

Signed by [] for and
on behalf of **THE MASTER FELLOWS
AND SCHOLARS OF THE COLLEGE
OF SAINT JOHN THE EVANGELIST IN
THE UNIVERISTY OF CAMBRIDGE**

Signed by [NAME OF OFFICER] for and on behalf of Sunningdale Parish Council

.....

Officer

Commented [HE8]: Please confirm correct execution block.