

LAVANT PARISH COUNCIL Meeting

Lavant Memorial Hall, Pook Lane, East Lavant PO18 0AH

Tel: 07547107124

E-mail: clerk@lavantparishcouncil.co.uk

Meeting of Lavant Parish Council

To all members of Lavant Parish Council – you are cordially invited on Tuesday 4th October 2022 at 7pm in the Green Room, Memorial Hall, Lavant
Members of the Public and Press are welcome and encouraged to attend

AGENDA

- 1. To receive apologies for absence**
Apologies received in advance from Cllr Tucker
- 2. Public Session (this will be Time limited to 10 minutes)**
- 3. Declarations of Interest and Dispensation Requests**
 - i. To receive declarations of interest from councillors on items on the agenda
 - ii. To receive written requests for dispensations for disclosable pecuniary interests (if any)
 - iii. To grant any requests for dispensation as appropriate
- 4. To receive and approve the minutes of the Meeting 12th July 2022 (September meeting postponed)**
- 5. Update on outstanding actions brought forward from previous meeting: -**
 - a) Signage For Footpath
 - b) River Bridge /Footpath – Cllr Aldridge
 - c) Damage to HUB – CCTV Policy
 - d) Damage to playground bin
- 6 Brief Q & A from County Councillor on his report affecting this Parish**
- 7 Brief Q & A from District Councillor on his report affecting this Parish**
- 8 To discuss the siting of a mobile Post Office at St Nicholas Church during works**
- 9 Chairman's Report**
 - a) Sewage
 - b) Land Transfer
 - c) Operation watershed – Landbuild to progress

10 Fete Committee Proposal as per Appendix A

To ratify payments

11 Sports Field

- To discuss the Resolution regarding the use of Lavant Sports Field (Appendix B)
- To discuss maintenance of Sports Field
- To discuss use of the football pitch and changing rooms
- To discuss management of football fixtures

12 To discuss the planting of a hedge between the sports field and Raughmere residents' gardens

- Use of surplus shrubs or trees

13 Summary of Correspondence Received

- a) Consultations – NONE
- b) Winter Maintenance Plan submission
- c) USB Stick Data Protection Officer recommendation to store Parish Information off personal computer.
- d) EV charge point at Memorial Hall – environmental team
- e) Unfinished state of LMH car park

11 Finance

- a) To note receipts and recommend approval of following payments
 - September payments (Appendix C)
 - October payments (Appendix D)
- b) To approve the Bank reconciliations
 - August/September (Appendix E)
 - October (Appendix F)
- c) To Approve Bank Mandate Amendment to Add Mr T Aldridge to Natwest Lavant Parish Council Accounts
- d) To Approve Locum Clerk Appointment and Contract as of 5th September 2022.
- e) To Approve additional Barclaycard Application for Cllr T Aldridge on Lavant Parish Commercial Card.

12 To comment on and review planning applications and delegated decisions

Decisions:

SDNP/22/03454/TCA

Notification of intention to fell 1 no. Pinus nigra (Black Pine tree) (T1).
4 Parkers Cottages, Pook Lane, Lavant, West Sussex, PO18 0AU

Decision: Raise no objection 31st August 2022

SDNP/22/01510/HOUS

Dormer window to north elevation. 4 no. conservation style Velux windows to south, west and east. Flat roof terrace on the 2nd floor

The Rubbing House , Town Lane, Singleton, West Sussex, PO18 0SP

Decision: Refused 14th September

SDNP/22/03047/FUL

New pedestrian bridge over the River Lavant providing access from mid Lavant via a footpath alongside the river to the village green.

Play Area , Churchmead Close, Mid Lavant, Chichester, West Sussex, PO18 0AY

Decision: Approved 16th September

SDNP/22/01807/FUL

SDNP/22/01808/LIS

Ground floor rear extension

Rooks Hill , A286 Oldwick Meadows To Sheepwash Lane, Lavant, West Sussex, PO18 0BQ

Decision: Refused 21st September

SDNP/22/04182/PNTEL

Prior notification of telecoms mast

Decision date: 29 September 2022

PC Comment: No Objection (20/09/22)

Decision: Raise No Objection 26th September

Outstanding Planning applications for comment

SDNP/21/05850/DCOND

Discharge of Conditions 4 (Sample Flintwork), 7 (Landscaping), 8 (External Lighting) and 29 (Existing Vehicular Access) of Planning Approval SDNP/21/02287/CND.

Decision Date: Thu 06 Oct 2022

13 Items for inclusion on next agenda

14 Date of next Lavant Parish Council meeting 15th November 2022

Hannah-Louise O'Callaghan
Clerk/RFO

Appendix A

GROUP	PURPOSE	DONATION
Football Club	Youth Team equipment	200
Cricket Club	Mower (total cost £2,000)	200
Friends of Primary School	Early Years outdoor equipment replacement – impact of flooding	500
PCC	new notice board at St Nicholas'	400
Lunch House	'a really good (free) Christmas Lunch'	250
Toddler Group	Contribution to costs – in particular Craft equipment / toys and Christmas	100
Lavant News	PDF-Xchange Pro	200
Soup and Cheese *	Support the launch of a new initiative	250
Memorial Hall	Plaque to commemorate the centenary	100
Lavant Friendly Club	Transport, Entertainment and Hall Hire	250
Horticultural Society	Costs associated with enabling the Annual Flower Show to be open to all	300
Lavant Environmental Group	5 x yellow rattle seed at £6.50	
	Bird box in the walnut tree at St. Nicholas'	60
Scouts	Contribution to equipment of Community benefit	50
Allotments	Yellow and black 'danger deep water' signs	150
TOTAL		3010

Resolution regarding the USE OF LAVANT SPORTS FIELD

LPC approve the following proposed 'Hire Arrangements' for Lavant Sports Field.

MAINTENANCE ARRANGEMENTS / MANAGEMENT PLAN .

These items to be presented to LPC at October's Meeting

INTRODUCTION

- The Lavant Sports Field has been provided for the use of Lavant Community for sports purposes.
- It is owned and managed by Lavant Parish Council.
- The proposals below have been created with reference to:-

CDC - Terms and Conditions / arrangements for the hire of Sports facilities

Lavant Memorial Hall -Terms and Conditions

- Due to maintenance constraints in the first year the Sports Field should only be used for Football Matches x2 a week.
- Lavant Football Club have free use of the Sports Field. September 1st 2022 – September 1st 2023

HIRERS AND FEES

Lavant Residents - £45:00 for adults and £ 25:00 youth groups

Other groups / individuals/ commercial use for sport -£55:00 for adult activities, £30:00 for youth groups

SESSION LENGTH

Winter – 9:30- 1:00 and 1:30 – 5:30

Summer - 9:30 – 1:00 and 1:30 -5:30 and 6:00 – 8:30

Variations on above with pro rata hire fees on application.

PROCESS

TBC - Booking will take place either via the Memorial Hall booking system or via Parish Clerk

A Booking Form will have to be completed.

WHAT IS INCLUDED Changing Rooms, Toilets and Showers are provided within Lavant Memorial Hall and separate arrangements would need to be made through The Memorial Hall Booking Secretary

CAR PARKING

The Memorial Hall car park would be available for hirers of the Lavant Sports Field

Car Parking on the nonpitch area for events taking place at Lavant Memorial Hall and /or Lavant Village Green may be permitted but ONLY with express permission from LPC.

DEPOSIT

A deposit would be required for the usage and key. The process to be confirmed

INFORMAL USE by Lavant Residents: This will be allowed within reason – at the discretion of LPC. A paid for booking will always take precedence. This usage needs to be monitored and reviewed 6 monthly

CONDITIONS OF HIRE FOR REGULAR AND OCCASIONAL USE .

Conditions of Hire for Lavant Sports Field

1. Booking

Lavant Parish Council (LPC) reserves the right to refuse a booking . If LPC accepts the application, the person, or persons, signing the application form, who must be 18 years of age or over, shall be deemed to be the hirer/club as well as the Society, Association, Club or other body or organisation on whose behalf the booking may be made and will be jointly and severally liable to LPC for the payment of the hiring fees and charges, and for the strict observance of these Conditions of Hire.

Late Bookings

We do not normally accept bookings at less than 14 days' notice. Exceptionally we may do so subject to immediate full payment (cleared funds) of all charges and any deposit.

2. Supervision

You (or your authorised representative- who must be named on the booking form), not being a person under 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times during the period of hire and for ensuring that all Standard Conditions and Special Conditions under this Agreement relating to management and supervision of the premises are met.

During the period of the hiring, you/our authorised representative- are responsible for:

- supervision of the Sports field, the fabric and the contents;
- care of the facilities, safety from damage however slight or change of any sort; and
- the behaviour of all persons using the facility whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway

As directed by us, you must make good or pay for all damage (including accidental damage) to the Sports field and/ or to the or contents and for loss of contents (see also section 9 – Insurance).

3. Use of premises

You must not use the Sports field (including the car park) for any purpose other than that described in the Agreement and must not sub-hire or use the sports field or allow the sports field to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the sports field anything which might endanger the premises or render invalid any insurance policies covering the sports field.

4. Private non sports usage for example parties – will not be permitted

5. Fees and Charges

Charges for Lavant Sports Field usage alone are stated on the Lavant Sports Field booking sheet. Alternatively they can be found at LLPC website . An invoice will be sent requesting payment.

Payment will be by bank transfer (BACS) .

Deposit payments are due immediately on invoice and are required to confirm a booking.

Unless we have agreed special payment terms, balance payments are due 14 days before the earliest date booked and in any event must be received (cleared funds) at least 24 hours beforehand. We will only process refunds to the originating bank account.

Non payment of fees and charges due by the hirer/club will incur reminder notices and if not paid may be referred to Lavant Parish Council. Further bookings may then be subject to cancellation by LPC , discretion.

6. Cancellation

Any cancellation by the hirer/club must be notified in writing/email to the Booking Clerk giving at least 3 full working days' notice. The decision of Lavant Parish Council on the fitness of a facility, or otherwise, is final and whenever possible, notification of the cancellation of a facility will be given as soon as possible. For Monday to Friday evening fixtures, notification will be given by 16.30 on the day of play in the case of inclement weather conditions. After that time it is the discretion of the team to decide if the pitch is playable. Please contact Lavant Parish Council as soon as possible if you call off a game due to weather conditions.

7. Key Collection

Keys are available for collection from Adrian Blades Tim Aldridge ???????

Ideally the keys must be picked up no earlier than the day immediately prior to the booking . A deposit of £25 will be charged when the keys are signed out. The keys must then be returned and signed back in on the day of the booking or by 12.00pm the next day. If the keys are returned late the £25 deposit will not be refunded.

Any hirer that loses a set of keys will be invoiced for the cost of replacement locks and keys (this will be in the region of £300)

8. Indemnity and Insurance

Hirers need a Public Liability Insurance to not less than £1,000,000

The hirer/club shall indemnify LPC and keep LPC fully indemnified against all damage(s), losses, costs, expenses, actions, demands, proceedings, claims and liabilities made against or suffered or incurred by the LPC arising directly or indirectly out of:

Any act, omission or negligence of the hirer/club or any persons at the premises expressly or impliedly with the hirer's/club's authority or

Any breach or non observance by the hirer/club of the covenants, conditions or other provisions of this agreement or any of the matters to which this hiring is subject PROVIDED THAT (and for the avoidance of doubt) there shall be liability if and to the extent that the same shall be caused or arise from any negligence, act or omission on the part of LPC, its agents, contractors or employees, in addition, all hirers/clubs shall obtain a policy of insurance against third party risks/public liability to the value of £5 million. LPC Clerk must receive a copy of the policy not less than 5

days prior to the date of the first hire session, except in conditions approved by LPC.

9. Temporary Closure

In the event of any accident or occurrence whatsoever necessitating temporary closure of all, or part, of the facility hired, the hirer/club agrees that LPC shall not be liable for any loss or claims arising from such closure. If in the opinion of the Chair of the Lavant Parish Council it is impossible, impracticable or inadvisable to allow the event to take place by reason of the nature of the event the condition of the open space or of any buildings, equipment, fixtures or fittings therein or the carrying out of works of maintenance or repair thereto, the existence of any industrial dispute involving LPC's servants or agents, or any other circumstances outside LPC control, the organisers shall be repaid any deposit or sum of money that may have been paid but shall have no claim against LPC for any damage or loss they may sustain or in respect of any liability which they may incur or have incurred in consequence of any such revocation.

10. Car Parking

The hirer/club shall be responsible for the control of all motor vehicles belonging to the hirer/club, or any other user of the facility hired by the hirer/club, within the grounds of the outdoor facility. Vehicles must be parked only in designated parking areas. The parking of vehicles on grass without the written authorization of LPC is prohibited. Under no circumstances will LPC accept any responsibility for loss or damage to the contents of, or to, any car or other vehicle which may be brought to or left on site.

11. Sports Field

There is a NO SMOKING policy on the Sports Field. The full cost of such resources to the club Any hirer who smokes or allows smoking may be subject to a fixed penalty as detailed in The smoke-free (Premises and Enforcement) Regulations 2006.

The hirer/club is responsible for:

- a. The conduct of all users of the Sports Field hired under the authority of the hirer/club during the hire session
- b. Ensuring all lights, and where applicable, heating to be switched off
- c. Ensuring all showers and taps to be turned off
- d. All gates/exits are secured

Any damage occurring during each hire period must be reported to LPC no later than the first working day following the hiring. Where damage has been caused to the Sports Field or fittings as a result of negligence on the hirers/clubs behalf, LPC reserve its absolute right to employ such resources as may be required to repair The Sports Field facilities and to recharge the full cost of such resources to the club.

12. Fire Safety

In the event of a fire, the hirer is responsible for evacuating the Sports Field and contacting the appropriate emergency services. DO NOT attempt to extinguish the fire and ensure all occupants are evacuated to a safe distance.

13. Special conditions

Lavant Parish Council reserves the right to modify any of these conditions, or to further impose conditions where LPC considers necessary.

14. Correspondence

All correspondence, including complaints, reporting damage and notification of lost property must be emailed to clerk@lavantparishcouncil.co.uk or sent in writing to LPC Clerk c/o Lavant Memorial Hall

HEALTH AND SAFETY CONSIDERATIONS. - TBC

Insurance –

Risk Assessment -

Road crossing sign is being provided for two locations to warn both traffic coming along Pook Lane and pedestrians crossing Pook Lane.

Appendix C

LAVANT PARISH COUNCIL FINANCIAL REPORT PREPARED SEPT22						
RECEIPTS:		12thAUG - 12th SEPT 22				
DATE	REF	PAYER	DESCRIPTION	AMOUNT	VAT	
	CR012	BROOKS-SMITH	VILLAGE GREEN DONATION	£ 25.00		
	CR013	HAYWARD	VILLAGE GREEN DONATION	£ 25.00		
	CR014	THINK 18	VILLAGE GREEN DONATION	£ 25.00		
	CR015	LAVANT MEM HALL	REFUND ROOMS USE	£ 31.50		
	CR016	SUNLEY ESTATES	DONATION TO SPORTSFIELD	£ 8,500.00		
			CREDIT	£ 8,606.50		
PAYMENTS:		Sep-22				
DATE APPROVED	INVOICE NUMBER	PAYEE	DESCRIPTION	AMOUNT	VAT	
STANDARD OUTGOINGS	FO084	DASALTER	CLERK EXPENSES aug22	£ 27.56		
	FO085	HITACHI / NOVUNA - DD	TRACTOR HP AUG (PAY TIL DEC' 22)	£ 229.00		
	FO086	ALLSTAR FUEL CARD - DD	TRACTOR FUEL AUG INVOICE	£ 26.14	4.36	
	FO087	BARCLAYCARD - DD	hp printer office /fraud entry credit	£ 833.45	48.81	
	FO088	SCANSTATION - DD	MICROSOFT LICENSE	£ 43.68	7.28	
	FO089	NEST - DD	CLERKS PENSION	£ 81.41		
	FO090	WSCC	CLERKS SALARY	£ 773.25		
	23/08/22RATIFY	FO091	Lizard Landscapes	Site Survey	£ 864.00	144.00
	31/08/2022RATIFY	FO092	Richard Whincop	lpc DISPLAY	£ 250.00	
09/09/2022	FO093	TEEC	12 hosting & domain name	£ 151.19	25.20	
09/09/22	FO094	Irwin Mitchell	Dispersement sportsfield	£ 310.01	51.67	
09/09/22	FO095	Savills	Peppercorn Rent	£ 0.05		
09/09/22	FO096	Adrian Blades	LAVVOLES - FOOTBALL	£ 84.07	14.01	
09/09/22	FO097	ILavant Memorial Hall	Bleaches room	£ 13.00		
09/09/22	FO098	Viking	USB Sticks	£ 31.50	5.25	
			TOTAL	£ 3,718.31	£ 300.58	

Appendix D

LAVANT PARISH COUNCIL FINANCIAL REPORT PREPARED OCT22					
RECEIPTS: 13TH SEPT 22 - 27th OCT					
DATE	REF	PAYER	DESCRIPTION	AMOUNT	VAT
14/09/2022	HSGP08118	CDC	PRECEPT PART 2	£ 15,546.00	
			CREDIT	£ 15,546.00	
PAYMENTS: 4th Oct					
DATE APPROVED	INVOICE NUMBER	PAYEE	DESCRIPTION	AMOUNT	VAT
STANDARD OUTGOINGS	FO099	WSCC	CLERKS D A SALTER SALARY	£ 469.17	
	FO0100	Scanstation	Microsoft License	£ 43.68	
	FO101	Allstar	Fuel	£ 141.15	23.53
04/10/22	FO102	David Kent	Reimbursement of goals return	£ 52.98	
04/10/22	FO103	Moore	2021-22 External Audit	£ 400.00	80.00
04/10/22	FO104	Goodrowes	Lavvoles	£ 35.63	5.94
04/10/22	FO105	Cllr Aldridge	Puncture on tractor		
04/10/22	FO106	Littlethorpe	Bus stop suspension charge	£ 300.00	50.00
04/10/22	FO107	HL O'Callaghan	Locum Contract	£ 1,676.75	
04/10/22	FO108	D Salter	Clerk Expenses	£ 142.72	
04/10/22	FO109	Scanstation	Change of Clerk access	£ 69.00	11.50
			TOTAL	£ 3,331.08	£ 170.97

Appendix E

LAVANT PARISH COUNCIL					
26/08/2022					
Lavant Parish Council					
	26 August 2022				£ 170,958.64
				total	£ 170,958.64
Bank Reconciliation as of		26/08/2022			
					£ 146,994.71
Current Account					£ 126,584.81
					£ 102,620.88
as of	26/08/2022			Balance	£ 170,958.64
opening balance 1st April 20					
Add Receipts in the year					
Less Payments in the year					
					£ 9,780.00
				Total	£ 9,780.00
Less					
Reserve @ 33% of Annual Precept of £29637					
Ring-fenced funds					
Lavvoles	Allocated Spreadsheet				£ 934.45
Let's walk (Footpaths)	Allocated Spreadsheet				£ 363.63
Youth project	Allocated Spreadsheet				£ 1,440.38
Watershed grant					£ 36,791.02
CIL SDNP	Unallocated.				£ 27,389.16
Memorial Hall	Allocated				£ 17,939.75
Playground	Allocated				£ 3,121.00
Bridge	Allocated				£ 8,105.00
School layby	Allocated				£ 65,000.00
				Total	£ 161,084.39
					£ 94.25

Appendix F

	LAVANT PARISH COUNCIL				
	27/09/2022				
Lavant Parish Council					
		27/09/2022			£ 192,948.58
				total	£ 192,948.58
Bank Reconciliation as of		27/09/2022			
			BFWD		£ 146,994.71
Current Account			INS		£ 150,655.81
			OUTS		£ 104,701.94
as of	27/09/2022			Balance	£ 192,948.58
opening balance 1st April 20					
Add Receipts in the year					
Less Payments in the year					
					£ 9,780.00
				Total	£ 9,780.00
Less					
Reserve @ 33% of Annual Precept of £29637					
Ring-fenced funds					
Lavvoles	Allocated Spreadsheet				£ 934.45
Let's walk (Footpaths)	Allocated Spreadsheet				£ 363.63
Youth project	Allocated Spreadsheet				£ 1,440.38
Watershed grant					£ 36,791.02
CIL SDNP	Unallocated.				£ 27,389.16
Memorial Hall	Allocated				£ 17,939.75
Playground	Allocated				£ 3,121.00
Bridge	Allocated				£ 8,105.00
School layby	Allocated				£ 65,000.00
				Total	£ 161,084.39
					£ 22,084.19