



OLD CLEEVE PARISH COUNCIL NOTICE OF THE NEXT COUNCIL MEETING

Wednesday 11th March 2026

Members of Old Cleeve Parish Council, you are hereby summoned to a meeting to be held at 7.00pm on Monday 16th March 2026 at 7pm at Washford Memorial Hall to transact the business on this agenda. If you are not able to attend, please advise the Clerk.

Jack Turner, Locum Parish Clerk | clerk@oldcleeveparishcouncil.gov.uk

AGENDA

1. **To note apologies for absence and approve reason, where appropriate**
2. **Declarations of Interest/Dispensations in respect of matters on the agenda at this meeting**
3. **To sign as a correct record the minutes of the meeting held on 23 February 2026**
4. **Public Participation:** To receive questions and comments from members of the public and to respond if appropriate or to direct the Clerk to respond in writing after the meeting.
5. **Somerset Councillor:** To note the report from Cllr Strom (Somerset Council)
6. **Planning:**
 - a. To **agree** a response to the following Planning Application(s)

Number	Location	Proposal
3/26/26/004	Caravan, The Blue Anchor, Cleeve Hill, Watchet, TA24 6JP	Removal of Condition No's 01 (time limit), 02 (landscaping), 04 (log pile), 05 (invertebrates hotel), 06 (parking and turning) and 08 (drainage) of application 3/26/021/022
EXM/26/064/LBC	Roadwater House Roadwater Road Watchet TA23 0RG	Listed building consent for the proposed removal of existing render and replace with lime render along with the installation of 6no. replacement first floor windows.
3/26/26/003	61 Cleeve Park, Old Cleeve, Watchet, Minehead, TA24 6JF	Erection of a single storey extension on the north elevation
3/26/26/002	45 Cleeve Park, Old Cleeve, Watchet, Minehead, TA24 6JF	Erection of single storey rear extension and front porch
3/26/26/005	Ottos Cottage, 21 Lower Bilbrook Lane to Monks Patk, Old Cleeve, Watchet, TA24 6HJ	Various repairs and refurbishment to windows and render

7. Finance

- a. Bank Reconciliation: to **receive** and **note** the bank reconciliation statement of 28th February 2026
- b. To **receive** and **note** expenditure against budget for the year to date
- c. To **resolve** to make the payments shown on the schedule.
- d. To note the award of a grant from Sport England and the next steps in this process.

8. Governance:

- a. to **consider** and **approve** the Risk Management Report 2025 – 2026
- b. to **review** and **approve** the Asset Register

9. Parish Plan: to **review** progress and **agree** any actions(Cllr Dutton)

10. Highways: To note any updates on this matter.



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11. Washford Recreation Ground

- a. To consider any information relating to CCTV for this area.

12. Speed Indicator Device (SID):

- a. To make a decision relating to the installation of the new SID at Washford Station.

13. Environment Committee:

- a. To consider the recommendation on an ecology survey provider for Puthills Cops.
- b. To receive an update on the Tree Management Plan.

14. To receive a proposal relating to the re-surfacing of the MUGA.

15. To consider joining the Private and Community Nature Reserves Network and Somerset Wildlife Trust and to ratify any costs associated with this.

16. To consider the report on the Licence Agreement for Use of Washford Recreation Ground and to ratify any actions deemed necessary to progress this agreement.

17. Reports for information only – no decisions to be made

- a Clerk's Report

18. Items for future agendas.

19. Exclusion of the Press and Public: To **resolve** that, under the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded from the remainder of the meeting due to the confidential nature of the employment matters to be discussed.

20. To receive an update on the recruitment of a permanent Parish Clerk.



OLD CLEEVE PARISH COUNCIL

MINUTES OF THE MEETING OF THE PARISH COUNCIL HELD ON 23rd FEBRUARY 2026 at 7PM AT
LYSAGHT VILLAGE HALL, ROADWATER

Present:	Cllr Stabb (Chairman)	Yes	Cllr Gaskin	Yes
	Cllr De'Ath (Vice-Chairman)	Yes	Cllr Johnson-Smith	Yes
	Cllr Short	Yes	Cllr Scofield	Yes
	Cllr Cridland	Yes	Cllr Baker	Yes
	Cllr Dutton	No	Cllr Smith	Yes
	Cllr Strom	Yes	Cllr Eggar	Yes
	Cllr Gannon	Yes		
In attendance:	Cllr Strom (Somerset Council)			

Minute

263/26 Apologies for absence

Cllr Chris Dutton.

264/26 Declarations of interest

There were no declarations of interest.

265/26 Minutes of the meeting on 19 January 2026

It was unanimously **resolved** by those Members present at the meeting on 19th January 2026. that the draft minutes should be signed by the Chair as a correct record.

Action: Chair to sign the minutes and Clerk to add to website.

266/26 Public participation

No members of the public were present.

267/26 Somerset Councillor's Report

Cllr Strom reported that she continues to pursue safe walking routes, enhanced bus services and improvements to the temporary traffic lights in Dunster. She will also follow up issues relating to earth movements in Washford and Billbrook.

Minute

268/26 Planning application 3/26/26/001 Rock Cottage, Torre to White Horse Pub, Old Cleeve

It was unanimously **resolved** to support the application.

Action: Clerk to submit response to planning authority.

269/26 Bank Reconciliation Statement and expenditure against budget

The bank reconciliation statement at 31 January 2026 and expenditure against budget was noted; there were no exceptional items to report.

270/26 Payments made since the previous meeting



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The following payments were verified as agreed in previous meetings or in line with the Council’s contractual obligations and the powers granted to the Parish Council

Payee	Description	Amount£
Peninsula Pensions	Pension Contributions	313.42
Unity Bank	Bank service charges	7.00
A Johnson	Salary and homeworking allowance	1041.32

271/26 Payments for authorisation

It was unanimously **resolved** to make the following payment under the powers granted to the Parish Council, totalling £34,239.40.

Payee	Description	Amount£
Scribe	Accounting Software	532.80
Rhinoplay	Play Equipment	29,934.00
	Additional Matting	3597.60
T Barnett	Bus Shelter Cleaning	175

Action: RFO to arrange payments.

272/26 To agree to appoint Richard Young to carry out an internal audit of the accounts for 2025/26.

It was unanimously resolved to appoint Richard Young.

273/26 To note the award of a grant from Sport England and the next steps in this process.

The Council noted the award of £7,500 and asked the Clerk to investigate whether the crowdfunding element part of the award was necessary or whether this could be funded from other resources either internally or externally sought.

274/26 Governance:

- a. to **consider** and **approve** the Risk Management Report 2025 – 2026
 - b. to **review** and **approve** the Asset Register
- Both items were deferred.

275/26 Parish Plan: to review progress and agree any actions(Cllr Dutton)

This item was deferred. Members noted the substantial progress that had been made particularly in relation to Washford Recreation Ground.

276/26 Community Support: to receive the report from Roadwater Youth Club and agree to make the payment due under the Service Level Agreement.

The report was noted. It was unanimously agreed to make the payment under the Service Level Agreement.

277/26 Highways: To note the minutes from the LCN Highways sub-group.

Members noted the Environment Agency proposal involving the movement of approximately 4,500 tonnes of rock by road to Minehead for sea defences. It was resolved that the Clerk



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write to the Environment Agency outlining concerns about the hazardous road conditions through Washford and Bilbrook.

278/26 **Watercourses:** to **agree** a response to Environment Agency Consultation on the Withdrawal of maintenance and request for supporting information.

Cllr Gannon will draft a response to the Environment Agency consultation regarding future maintenance of watercourses including the Washford River and the River Pyle.

279/26 **Washford Recreation Ground**

- a. To confirm the existing dog control Public Spaces Protection Order remains relevant and to suggest any further potential areas for inclusion.
- b. To consider any information relating to CCTV for this area.

Members confirmed that the existing dog control Public Spaces Protection Order remains appropriate. The proposal for CCTV was discussed and further information will be sought including arrangements used by Watchet Town Council.

280/26 **Blue Anchor Seafont:** to consider installing signs and agree any actions

It was reported that fishermen have introduced alternative arrangements for storing equipment which do not obstruct pedestrians. Dog fouling in the area was noted and will continue to be monitored.

281/26 **Speed Indicator Device (SID):**

- a. To receive any correspondence on the above matter.
- b. To consider any information relating to the SID.
- c. To agree purchase of post and have installed at Washford Train Station.
- d. To receive an update on the arrival of new SID ordered for this location.

Members considered correspondence relating to SIDs. It was suggested that Cllr M Smith submit a formal proposal regarding the potential funding of two SIDs and associated costs from reserves. Cllr Eggar was thanked for continuing to relocate the SID around the parish.

282/26 **Reports for information only – no decisions to be made**

- a Clerk's Report
No report was presented.
- b To note the date of the Annual Meeting of the Parishioners is to be held on Wednesday 13th May 2026 at 7pm at Washford Hall.



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The date of the Annual Meeting of the Parishioners was noted as Wednesday 13 May 2026 at Washford Hall. The event will include information relating to the future of Puthills and Bellevue.

- c To consider the correspondence from a Parishioner with regards to damage of their property (Cllr Scofield to speak on this matter).
Members noted correspondence from a Washford resident regarding road damage and difficulties associated with the temporary traffic lights. Cllr Strom will make enquiries with the Highways Department.

283/26 **Items for future agendas:**

- Recommendation on ecology survey provider for Puthills Copse– Environment Committee
- Tree Management Plan - Environment Committee

284/26 **Exclusion of the Press and Public:** To **resolve** that, under the provisions of the Public Bodies (Admissions to Meetings) Act 1960, the public and press be excluded from the remainder of the meeting due to the confidential nature of the employment matters to be discussed. It was unanimously agreed that the press and public be excluded due to the confidential nature of the business.

285/26 To **ratify** the decisions of the Personnel Committee regarding the interim appointment of a locum Clerk and the arrangements for the recruitment and appointment of a permanent Clerk, following the resignation of the current postholder.

It was resolved to ratify the decisions of the Personnel Committee relating to the interim appointment of a locum Clerk and arrangements for recruiting a permanent Clerk. It was also agreed to extend the advertising period for the permanent post.

271/26 To **consider** quotations for the installation of CCTV and **agree** any actions
No quotes were received.

272/26 There being no further business, the meeting was closed at 8.45pm.

Signed.....

Dated:



OLD CLEEVE PARISH COUNCIL

Schedule of Payments

Payments made pursuant to contractual obligations or agreed in previous meetings and to be verified

Payee	Description	£	Power to pay
Peninsula Pensions	Pension Contributions February	59.61	S111 Local Government Act 1972
Unity Trust Bank	Bank service charge February	6.00	
A Johnson	Salary February 2026	306.78	
J Turner	Locum charges February 2026	800.00	
Elan City	Speed Indicator Device	2447.99	S30 Local Government and Rating Act 1997
Roadwater Youth Club	Service Level Agreement	2500.00	S19 of the Local Government (Miscellaneous Provisions) Act 1976.

Payments to be authorised

Payee	Description	£	Power to pay
J Turner	Reimbursement of SID Pole	119.54	S30 Local Government and Rating Act 1997
A Johnson	Overtime Claim	56.28	

Total payments to be authorised: £175.82

Ms Andrea Johnson
Clerk
Old Cleeve Parish Council
7, North Street
Williton, Taunton
TA4 4SL

05 March 2026

Our Ref: 2025019362 (your unique reference number should be quoted in all communication)

Dear Ms Johnson,

The Movement Fund- Award Offer Letter – Old Cleeve Parish Council

I am delighted to inform you that, subject to the terms and conditions set out in the attachment to this Award Offer Letter and the following Award Agreement (the “**Agreement**”), The English Sports Council (“**Sport England**”) has agreed to award National Lottery Funding to Old Cleeve Parish Council (the “**Organisation**”) a grant of £7,500 (the “**Award**”) towards a total project cost of £32,283 for the development of your Project (Helping Local Families to Thrive Through Active Play).

Please find enclosed the following documents explaining the full details of your Award offer, all of which you should read carefully before you accept this offer:

- + Award Agreement
- + The Movement Fund Programme Terms and Conditions of Award (“the **Standard Terms and Conditions**”)
- + Forms to return to us

If you are happy to accept the Award, please complete the acceptance paperwork and return it to myaward@sportengland.org. Sport England will accept a printed signature but please provide details of a second contact in the Organisation. Once in receipt of these documents, Sport England will process your payment.

From time to time, Sport England makes media announcements to promote projects that are funded and to promote the National Lottery. Sport England will let you know if it is planned to highlight the Award.

On behalf of Sport England, I would like to offer my congratulations on your award.
Yours sincerely



Glyn Hawkes
Head of Investment Management
Sport England

THE MOVEMENT FUND



AWARD AGREEMENT

The English Sports Council

&

Old Cleeve Parish Council



URN: 2025019362

DATE: 05 March 2026

Award Agreement

Award Agreement Contents

1. Project Details
2. The Award (Financial Breakdown)
3. Project Conditions
4. Accepting Your Award

In addition you will find attached the following forms:

1. Document Checklist
2. Award Acceptance and Payment Claim Form
3. Bank Details Form

An explanation of the forms can be found in the **Document Checklist**.

Legally Binding Agreement

Once accepted by the Organisation, the Award Offer Letter together with this Award Agreement and the Standard Terms and Conditions, form a binding contract between the Organisation and Sport England. It is important therefore that you read and understand all the documents before you agree to accept this Award.

Counter Fraud Statement

Sport England takes the offence of fraud (which in the context of this statement includes the separate offences of theft, corruption and bribery) very seriously and we work with a number of agencies to prevent such fraud. Where fraud, or an attempt to defraud, does occur then we will take robust action against those who choose to defraud Sport England (or any other body associated with the Project) including informing the police and seeking recovery of any losses. Your organisation should take appropriate measures to ensure it is managing this Sport England award appropriately and that all funds are used (and full records kept) for the agreed purposes only.

Accepting Your Award

If you are satisfied with all the details set out in the Agreement and wish to accept your Award offer, please complete the enclosed **Acceptance Form, BACS form and attach a recent bank statement** dated within 1 month of the date of this letter. Please email it to myaward@sportengland.org.

Should you require any guidance or further explanation of the Agreement and associated paperwork, please contact us by email myaward@sportengland.org or telephone **03458 508 508**.

1. PROJECT DETAILS

Project Outline

The Award is granted solely to assist Old Cleeve Parish Council in financing:

This project will resurface a MUGA with lines which will allow informal play, family sessions and team sports such as tennis, basketball and pickleball to be provided. (“the **Project**”)

2. THE AWARD

Sport England is pleased to offer a Lottery Award of £7,500 (the “**Award**”) towards your total project cost of £32,283 for the period 01/03/2026 to 01/03/2027.

The offer of the Award is subject to the terms of this Award Agreement and the Standard Terms and Conditions. Together with the Award Offer Letter these documents make up the “**Agreement**” between Sport England and the Organisation.

Use of Award

We ask that the works outlined in your Project are ready to start within six months from the point of award acceptance.

The Award must only be used towards financing the costs detailed in the table below:

Items	Cost	
	Total Amount	Award
Facility Alteration	£32,283	£7,500

Other Funding

If your application commits to provide other funding to support the financing of your Project. This is detailed in the table below, if applicable for your Project:

Amount	Source
£17,283	Own funds
£7,500	club contribution

3. PROJECT CONDITIONS

The Award is subject to the Standard Terms and Conditions, which apply to all awards Sport England have offered through “The Movement Fund”. It is also subject to the Organisation completing the award acceptance documentation and project specific conditions as set out below.

Condition	Date Required
<p>The Organisation needs to complete and return to Sport England:</p> <ul style="list-style-type: none"> - Award Acceptance and Payment Claim Form 	<p>Within one month of award letter</p>
<ul style="list-style-type: none"> - Bank Details Form (BACS) - Copy of a recent bank statement in the name of the Organisation 	<p>Within one month from the date of the Award Offer Letter or unless otherwise agreed</p>
<p>The Organisation is required to report on the progress of the Project.</p> <p>The report will be in the form of a Microsoft Forms link which will be emailed to the Organisation after the date that the Project is expected to end.</p> <p>Here is some further guidance on the reporting requirements - what data will need to be collected, and what the final report will include.</p> <p>Movement Fund - Reporting Guidance</p>	<p>Within one month of the Project end date.</p>

4. PUBLICITY

The Project has been awarded Sport England funding provided by The National Lottery. Sport England want to celebrate and commemorate the Organisation’s involvement in contributing to the work of Sport England and The National Lottery:

1. Sport England and The National Lottery brand toolkit provides advice on methods to use when promoting the award and which logo to use: www.sportengland.org/press-pack/logo-and-brand-toolkit . We would also like all to ensure all projects do the following:
 - a. Reference Sport England's investment in your Project in all press releases and media interviews making reference to The National Lottery.
 - b. Promote the Project throughout the Award. Please send publicity, marketing and media materials throughout this period to Sport England by emailing copies to media.team@sportengland.org
2. Display appropriate Sport England branding on all publicity material, including but not limited to websites, brochures, posters, flyers and stationery.

5. ACCEPTING YOUR AWARD

The Organisation has **1 month** from the date of the Award Offer Letter to accept the Award offer and submit details of the Organisation's bank account to Sport England. The Award offer will lapse 1 month from the date of the Award Offer Letter and the Award offer will be withdrawn unless Sport England agree, in writing, to extend it.

Please note that **NO** agreement comes into existence between Sport England and the Organisation until Sport England has received the above documentation.

Next Steps

When Sport England has received all the completed forms and documents requested, the Award can be processed.

If there is any part of the Award Agreement that is unclear, or you would like some clarification or advice, please contact Sport England for assistance on 03458 508 508 or myaward@sportengland.org

Document Checklist

Should you wish to accept your Award Offer, you will need to complete the following items and return them to Sport England (unless otherwise stated):

Title	Description	Sport England to Receive
Award Acceptance & Payment Claim Form	This form enters the Organisation into a contract and confirms that everything submitted with the acceptance is true, correct and the Organisation accepts the terms and conditions. The project date provided will indicate when the first payment is to be scheduled.	1 month from the date of the Award Offer Letter
Bank Details Form (BACS)	This form verifies the Organisation's bank account details. It must be completed and signed by the account signatory and returned to Sport England along with a bank statement before any payment can be released.	1 month from the date of the Award Offer Letter or unless otherwise agreed
Standard Terms and Conditions	Before accepting the Award, read the Standard Terms and Conditions supplied with your Award Offer Letter, by accepting the Award the Organisation is entering into a legally binding contract.	-----

Award Acceptance Form

URN:	2025019362
Organisation:	Old Cleeve Parish Council
Project Title:	Helping Local Families to Thrive Through Active Play

Project Start Date:	01/03/2026
Project End Date:	01/03/2027
Value of Award:	£7,500

If you wish to claim LESS than your Award Offer please state how much you wish to claim:

£

By signing this acceptance form you are confirming that:

- The Organisation agrees to and accepts **all** the terms and conditions specified in the Standard Terms and Conditions of Award. Please ensure you have read these before signing the form.
- The Organisation has taken all necessary steps to authorise this document in accordance with its constitution and the signatories below have been properly authorised to sign this document on behalf of the Organisation.
- All the details in the Organisation's application form and supporting information are true and correct to the best of your knowledge.

Financial Reporting – the Organisation will be required to report on the funds received. Please ensure you have read and understood these key award conditions on behalf of the Organisation:

- Any partnership funding in the project budget (including any non-cash/in-kind contributions) has been confirmed, or that the Organisation will underwrite any unconfirmed amounts.
- The Organisation can only spend the award on delivering the Project as detailed in the Agreement.
- The Organisation must ensure best value of public funds by getting competitive quotes for all goods and services (including coaching costs) over £5,000. Any conflicts of interest must be appropriately managed.
- Any capital works must have all the necessary permissions and consents and be carried out in accordance with all relevant Project Conditions. Any planning permission must already be secured and the works carried out in accordance with any relevant building regulations, construction design and management regulations, statutory safety

regulations, and project conditions related to disability access and any relevant design guidance.

- No goods and services will be paid for in cash, to ensure a full audit trail. Transactions should be made in a format that can be tracked back to report on the project spend e.g. cheque, bank transfer, debit card. If the Organisation has difficulties with this please contact myaward@sportengland.org. Upon project reporting, any expenditure where there is not a full audit trail will be subject to repayment.
- Any variances in budget expenditure must be confirmed with Sport England prior to purchase in order to seek approval. Any unauthorised variance may lead to the Award being repaid.

Awards over £10,000

- Organisation's receiving more than £10,000 from The Movement Fund, or cumulatively from Sport England over the last three years will be required to work towards complying with Tier 1 of A Code for Sports Governance. Should the Organisation submit any future applications the Organisation will need to demonstrate full compliance. Details of the Code can be found on Sport England's website [A Code for Sports Governance | Sport England](#)

	Signature	Date
Signature of authorised officer:		
Print full name:		
Position:		
Organisation:		

	Signature	Date
Signature of a second authorised officer:		
Print full name:		
Position:		
Organisation:		

This form must be signed by two authorised senior officials of the applicant organisation. Please email a signed copy of this form to myaward@sportengland.org quoting the URN.

Bank Details Form (BACS)

URN:	2025019362		
Organisation:	Old Cleeve Parish Council		
Project title:	Helping Local Families to Thrive Through Active Play		
Name of Account Signatory:			
Official position:			
Email address (for remittance advice):			
Bank/building society name:			
Branch address:			
Account name:			
Account number:	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank collection ref: (if applicable)	<input type="text"/>		
Sort code:	<input type="text"/>	- <input type="text"/>	- <input type="text"/>
<p>Please email this completed form to myaward@sportengland.org, along with a copy of the Organisation's most recent bank statement.</p> <p>Please note: Internet banking printouts must include the account name, <u>postal address of account holder</u> and be <u>signed</u> as a true and accurate record by your organisations Account Signatory.</p> <p>I hereby confirm that the Account Name, Bank Sort Code, Account Number as shown above are correct and valid.</p>			
Account Signatory:	<input type="text"/>	Date	<input type="text"/>

The Movement Fund Programme – Terms & Conditions of Award

Introduction: It is important you read all the terms and conditions of the award so the organisation understands how it must treat the funding.

The award offer needs to be accepted by two people authorised to do so. This would usually be a committee member or, for an incorporated organisation, a director. Sport England recommend these conditions are shared with all persons with legal responsibility for the organisation.

BEFORE YOU START – Definitions

“We” and “our” and “us” refer to the organisation receiving the Award bound by these terms and conditions.

“You” and “your” means Sport England.

The “Project” means the project that you are giving us the Award for as set out in our application form and any supporting documents we provided.

The “Award Agreement” includes and incorporates the standard terms and conditions and any additional conditions presented in the Award letter.

The “Award” is the Award as set out in the Award Agreement.

SECTION ONE – General conditions

1.1 We will only use the Award for the purpose which we set out in our application form submitted to Sport England to apply for the Award (the “Application Form”). We will hold any unused part of the Award on trust for you at all times, and we will repay the Award (including any unused portion of the Award) to you immediately upon demand.

1.2 During the continuation of the Award Agreement we will act in a fair and open manner without distinction as to race, religion, age or disability, and in compliance with relevant legislation.

1.3 We will make sure that all current members of our governing body and/or our executive team, if we are a statutory organisation, and all future members appointed during the period of the Award and in accordance with clause 9.1 below receive a copy of these terms and conditions.



SECTION TWO – The Project

- 2.1** We will get your written agreement before making any change to the Project.
- 2.2** We will start the Project in accordance with the timescales set out in the Award Agreement unless otherwise agreed
- 2.3** We agree to make satisfactory progress with the project in accordance with any timetable set out in our Application Form and supporting documents and to complete it within one year of the award of the Award.
- 2.4** We will keep full records of the Project expenditure and ensure a full audit trail of transactions. We will not pay for goods or services in cash but always in a payment method that can be tracked and reported on.
- 2.5** We will not use the Award to pay for any spending commitments we have made before the date of the Award Agreement.
- 2.6** We will tell you of any offer of funding for the Project from anyone else at any time during the Project.
- 2.7** If we spend less than the whole Award on the Project, we will return the unspent amount to you promptly. If the Award part-funds the Project, we will return the appropriate share of the unspent amount to you.
- 2.8** If the Project makes a distributable profit, we will notify you within 28 days of filing our accounts for the year in which the profit was made. We agree to pay to you a proportion (to be decided by you) of any such profit within six months of our accounts being filed.
- 2.9** We will acknowledge the Award publicly as appropriate and as practical. We will follow your branding and publicity guidelines as shown on your website at all times. We will acknowledge your support in any published documents that refer to the Project, including job advertisements, accounts and public annual reports, or in written or spoken public presentations about the Project.
- 2.10** We hereby consent to any publicity about the Award and the Project as you may from time to time require. You can carry out any forms of publicity and marketing to promote the award of the Award as you see fit. We agree to do whatever you reasonably require in order to assist with any form of publicity and marketing, including any press or media related activities.
- 2.11** We will tell you promptly about any changes to information we have provided and will make sure that the information you hold is always true and up to date.
- 2.12** In our management of all personal information we will meet the requirements of the Data Protection Act 2018 and the General Data Protection Regulation (2016/679).
- 2.13** We will tell you immediately if any of our key contacts or people whose salaries are funded by the Award change.



2.14 We agree to adhere to all laws regulating the way we operate, the work we carry out, the staff we employ or the goods we buy and will manage any conflicts of interest appropriately. We will ensure that we have an equal opportunities policy and if our Project involves work with children, young people or other vulnerable groups we will also have a protection policy to help us comply with all relevant laws and good practice throughout the period of the Award Agreement and in accordance with clause 9.1 below. We will obtain all approvals and licences and any profile checks required by law or by you.

2.15 If we are a charity, we will register with the Charity Commission if our income goes over their minimum exemption figure.

2.16 We will maintain adequate insurance at all times and if asked, will supply copies of confirmation of insurance cover to you. This includes employee and public liability insurance and insurance that covers the full replacement value of any assets you have funded.

SECTION THREE - Our organisation

3.1 We will get your written agreement before changing our governing document, (unless we are a statutory organisation) concerning our aims, payments to members and members of our governing body, the sharing out of our assets (whether our organisation is dissolved or not), or the admission of any new members; or transferring our assets to, or merging or amalgamating with, any other body, including a company set up by us.

3.2 We will write to you as soon as possible if any legal claims are made or threatened against us and/or which would adversely affect the Project during the period of the Award (including any claims made against members of our governing body or staff concerning the organisation).

3.3 We will tell you in writing as soon as possible of any investigation concerning our organisation, trustees, directors, employees or volunteers carried out by the Police, the Charity Commission, HM Revenue & Customs, or any other regulatory body.

3.4 We will be available for meetings with you and allow full and free access to our records however and wherever held and to any of our offices or buildings to you, or those acting for you or to the National Audit Office.

3.5 We will let you know if our governing body falls below three members and will increase it to at least three as soon as possible.

SECTION FOUR-VAT

4.1 We acknowledge that the Award is not consideration for any taxable supply for VAT purposes by us to you. We understand your obligation does not extend to paying us any amounts in respect of VAT in addition to the Award and that the Award made by you is inclusive of VAT.



SECTION FIVE- Our annual report and accounts

5.1 We will acknowledge the Award in our annual reports and accounts covering the period of the Project.

5.2 We will show the Award and related expenditure as a restricted fund under the description "Sport England Award" in our organisation's annual accounts. If we have more than one restricted fund, or, as a statutory authority, cannot show restricted funds in our accounts, we will include a note to the accounts identifying each restricted fund separately. If we have more than one Award from you, we will record each Award separately in the notes to the accounts. We will identify unspent funds and assets in respect of the Award separately in our accounting records.

5.3 We will keep proper and up to date accounts and records for at least seven years after the receipt of the Award, including summary profit and loss accounts and management accounts, personnel and payroll records and invoices, which show how the Award has been used. We will make these financial records available to you upon request.

5.4 We will report regularly and fully to all members of our governing body on the financial position of our organisation.

SECTION SIX - Measurement and evaluation

6.1 We will measure the progress of the Project and report back to you within one month of the Project finishing or within 13 months from the date of the Award agreement, whichever is the sooner, and thereafter on a monthly basis until the Project is finished.

6.2 We will send you any further information you may ask for about the Project or about our organisation and its activities, the number of jobs created by the Project, the number of users and other beneficiaries and such other information you may require from time to time. You may use this information to monitor the Project and evaluate your Awards programmes.

6.3 When the Project is finished, we will fill in a final report on the Project using the form provided to us.

6.4 We will tell you immediately in writing of anything that significantly delays, threatens or makes unlikely the Project's completion.

6.5 We will tell you immediately if there is to be any variation to or decrease in the Project outcomes.



SECTION SEVEN – Awards for employment costs

7.1 We will ensure that we have proper employment policies and procedures in place at all times. We will pay attention to equalities in the recruitment and selection process for any fixed term or contracted staff employed using the Award.

7.2 Where the Award is for a salary of a new fixed term post, we will advertise the vacancy externally, using appropriate media (including media that could attract people from disadvantaged groups). We must keep the job description, advertisement, a list of the publications where we placed the advertisements and a copy of the letter of appointment and send them to you if you ask for them.

7.3 We will maintain all main financial records including personnel and payroll records for staff funded by you for seven years after the Project has finished. We will complete all statutory returns for employees and make all relevant payments to cover their pensions and salary deductions, such as income tax and National Insurance contributions.

7.4 We acknowledge and agree that where the Award is for a salary, we will be responsible for any redundancy and/or termination costs and cannot in any circumstances use the Award (in whole or in part) towards redundancy payments and/or termination costs.

SECTION EIGHT – Awards for Assets and Services

8.1 If any part of the Award is to buy a capital item, series of capital items, such as equipment or other items, or particular services we will keep all receipts and invoices over £250 for you to look at for seven years after the Award Agreement.

8.2 We will keep all assets funded by the Award safely and in good repair and will make sure we have adequate insurance cover for all of them. Any loss resulting from payments made for assets before delivery will be our responsibility. If the asset is damaged, destroyed or stolen, we must tell you in writing and we must repair or replace it.

8.3 We acknowledge that no part of the Award may be used for the replacement of any asset previously funded by the Award and that if any such asset is lost, damaged or destroyed, we will be obliged to use our other financial resources to procure that it is replaced or repaired as appropriate.

SECTION NINE- Length of Award Agreement

9.1 These terms and conditions and the Award Agreement remain in force for whichever of these is the longest time:

- For two years following the date of payment of the Award.
- As long as any part of the Award remains unspent.
- The expiry of the maximum period required under the Award for asset monitoring.



- As long as we do not carry out any of the terms and conditions of the Award Agreement, including any of your reporting requirements or any breach of them continues or we have any outstanding obligations under these terms (this includes any outstanding reporting on Award expenditure or Project delivery or any obligations to maintain records).

SECTION TEN - We understand that

10.1 Sport England takes its responsibilities to prevent and detect fraud very seriously and in the event of any fraud relating to the Project or other wrongful use of the Award it will seek recovery of losses (not limited to those pursued under 10.5 below) and, where appropriate, pursue criminal prosecution.

10.2 We accept that you may share information about the Award with any parties of your choice as well as with members of the public who make a request for information under the Freedom of Information Act 2000. Details of the Project may be broadcast on television, on your website, in newspapers and through other media.

10.3 You will not increase the Award if we spend more than the agreed budget.

10.4 You may want to investigate any matters concerning the Award (or any other Awards you have given to us) at any time while the Award Agreement is in force. We understand that you accept no liability for any consequences, whether direct or indirect, that comes about from any investigation even if the investigation finds no cause for concern.

10.5 You may demand repayment of all or part of the Award and/or cancel any unpaid part of the Award at your absolute discretion in any of the following circumstances if:

- We fail to meet any of these terms and conditions, or the terms and conditions attached to any other Awards from you for which a Award agreement is still in force.
- We completed the Application Form dishonestly or significantly incorrectly or misleadingly.
- We or any other person or organisation operating for us gave you any significantly misleading or inaccurate information, whether deliberate or accidental, during the application process, or during the period of the Award Agreement.
- If at any time while the Award Agreement is in force, in your opinion acting reasonably, any event occurs in relation to the Project or to our organisation which is likely to have a material adverse effect on Sport England as a custodian and distributor of publicly generated funds and/or as a Government sponsored body.

- Members of our governing body, volunteers or staff act at any time during the Project dishonestly or negligently or in any way, directly or indirectly, to our detriment or to the detriment of our organisation or the Project or to the detriment of your reputation.
- Our organisation, members of our governing body, employees or volunteers are subject to an investigation or formal enquiry by the Police, the Charity Commission, HM Revenue & Customs, or other regulatory body.
- We receive duplicate funding from any other source for the same or any part of the Project.
- We do not take positive steps to ensure equal opportunities in our own employment practices and the delivery of and access to our services.
- There is a significant change of purpose, ownership or recipient, either during the Project or within a reasonable period after its completion, so that you judge that the Award is unlikely to fulfil the purpose for which you made it.
- At any stage of the application process or during the period of the Award Agreement we do not let you have information that would affect your decision to award, continue or withdraw all or part of the Award.
- We are or become legally ineligible to hold the Award.
- If you have reasonable grounds to believe that it is necessary to protect public money.

10.6 We acknowledge that the Award comes from public funds and we will not use the Award in a way that constitutes an unlawful subsidy as defined by the Subsidy Control Act 2022. In the event that it is deemed to be an unlawful subsidy, then we will repay the entire Award immediately.

10.7 You may assign any of your rights under the Award Agreement to any other or successor body.

10.8 No other body has any claims on you under these terms and conditions and person shall be entitled to any rights in respect of the Award Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

SECTION ELEVEN- Additional conditions

11.1 You have the right to impose additional terms and conditions on the Award if:

- We are in breach of the Grant Agreement
- You judge that members of our governing body, volunteers or staff or any person or organisation closely involved in carrying out the Project act in a way that may have a detrimental effect on the Project or on your reputation as a distributor of public money or as a Government sponsored body



- If you have reasonable grounds to believe that it is necessary to protect public money and/or you believe such conditions are necessary or desirable to make sure that the Project is delivered as set out in our application or following any agreed changes.

IMPORTANT – By signing the Award acceptance form you have confirmed the following:

- That the two signatories are authorised by the organisation named in the application form to enter into a legally binding agreement on their behalf.
- We certify that the information given in the Application Form and any supporting documents is true and confirm that the enclosures are current, accurate and adopted or approved by our organisation.
- We understand that any offer of a Award will be subject to terms and conditions and we confirm that the organisation has the power to accept the Award if the application is successful and to repay it if the Award conditions of the Award Agreement are not met.



OLD CLEEVE PARISH COUNCIL

RISK MANAGEMENT POLICY & RISK REGISTER

Reviewed and agreed on 14 April 2025

What is Risk Management?

Risk is a threat that an event or action will adversely affect the council's ability to achieve its objectives, implement its strategies and provide its services.

Risk management is the process by which risks are identified, evaluated, addressed, and reviewed. The council recognises that it has a responsibility to take all reasonable and practical measures to safeguard its employees, the people it works with and provides services for; and to protect the natural and built environments for which it is responsible.

The council is aware that some risks cannot be eliminated fully and has in place a strategy that provides a structured, systematic and focused approach to managing risk and including where necessary, the introduction of internal controls and/or appropriate use of insurance cover.

Objectives

The objectives of the risk management policy are to:

- Integrate risk management into the culture of the council.
- Manage risk in accordance with best practice and legislative requirements.
- Minimise loss, disruption, injury and damages.
- Inform policy and operational decisions by identifying risks and their likely impact.
- Raise awareness of the need for risk management

These objectives will be achieved by:

- Identification of risk
- Undertaking risk assessments
- Managing the risk and recording actions
- Incorporating risk management considerations into council processes
- Providing appropriate training
- Establishing clear roles, responsibilities and reporting lines

Risk Register

The risks the council faces are identified, assessed and recorded on the following risk register and will be reviewed by the council not less than annually.

The risk register enables the parish council to assess the risks that it faces and confirm that it has taken appropriate steps to manage those risks.

The risks are identified, described and evaluated according to the risk they present if no controls are applied, the controls in place and the level of risk that remains with the controls in place.

	Risk	Uncontrolled Risk	Controls	Controlled Risk
Physical Assets	Injury to third parties Deterioration of asset	Medium	Assets checked visually on a regular basis Play equipment and MUGA inspected annually professionally Repairs carried out promptly when identified Ground maintenance work carried out professionally Bus shelter cleaning carried out professionally Insurance in place and reviewed annually	Low
	Damage to premises	Medium	Contracts entered into in relation to two of the defibrillators	Low
Banking	Inadequate controls Bank mistakes Loss Charges	High	All monies held in accounts at Unity Trust Bank, regulated by the FCA Precept and grants paid by BACS direct to bank account Monthly bank reconciliations reviewed by Council Bank reconciliations signed by member of Finance Committee	Low
	Records are wrongly destroyed	Low	Historical records stored at Somerset Heritage Centre Digital copies in cloud based software Paper records stored in locked metal fireproof filing cabinet	Low
Records	Records are inaccessible	Medium	Chair holds copy of passwords	Low
	Failure to budget appropriately	High	Draft detailed budget prepared by Finance Committee and ratified by full council Precept is recommended by Finance Committee and agreed by full Council Reserve levels are reviewed by the Finance Committee and ratified by full Council. Budget continuously monitored and reported monthly Independent internal and external audits take place	Low
Budget	Failure to claim VAT	Low	VAT payments and claims calculated annually by RFO	
	Incorrect or unauthorised payments made	High	Two Member signatories required All payments minuted in full and cross referenced to invoices RFO has been appointed External payroll company appointed Other payments to employees and officers governed by Expenses Policy	Low
Compliance	Meetings are not lawful	Low	Appointment of Clerk membership of NALC, SALC and SLCC	Low
	Data Protection	Low	GDPR data protection rules followed Privacy statement in place	Low
Councillors	Lack of propriety	Low	All Councillors agreed to abide by Code of Conduct All Councillors submit Register of Interests to Somerset Council	Low
	Loss of councillors	Medium	Vacancies are actively promoted	Low
	Lack of skills	Low	New councillors receive training	Low
Somerset Council	Services not provided	High	Monitoring watch being maintained	Medium
Governance	Inadequate internal oversight	Medium	Financial Regulations have been adopted and are regularly reviewed RFO has been appointed Financial Risk Assessment is reviewed annually by the Finance Committee and ratified by full Council.	Low
	Inadequate external oversight	Medium	Independent internal and external audits undertaken The RFO ensures that external audit deadlines are met and notices published	Low Medium
Grants	Not following the Grants Policy	Medium	Grants are budgeted for Grants Policy reviewed annually Grants reviewed by Finance Committee and ratified by full Council.	Low
Best Value	Services are overpriced	Medium	Financial Regulations specify how many quotes are required. All estimates/quotes are reviewed and approved by full Council. All orders for goods and services are submitted by the Clerk	Low



OLD CLEEVE PARISH COUNCIL REPORT TO COUNCIL

Meeting Date: *Monday 16th March 2026*

Proposer: *Mick De'Ath (Vice Chair)*

Agenda Item: *To place order for Washford MUGA Re-surfacing*

Purpose of Report

To seek full Council approval to proceed with the re-surfacing of the Washford Multi-Use Games Area (MUGA), subject to a review of the proposed methodology by Cllr Phil Gannon.

Summary of Recommendations

- *Approve the quotation from **Chiltern Sports Contractors Ltd** for £32,683, with a 10% contingency of £3,268.*
- *Request Cllr Phil Gannon to review the supplier's proposed schedule and methodology.*
- *Authorise the Clerk, following that review, to place the order in order to meet Summer 2026 delivery requirements.*

Parish Plan

*This proposal supports the Parish Plan objective **Protecting and Enhancing Our Environment** and contributes to the provision of safe, high-quality community facilities.*

Funding

The project will be funded through a combination of Earmarked Reserves and external grant funding:

- *£7,500 grant awarded from Sport England.*
- *£5,000 grant application submitted to the Norman Family Trust (decision pending).*
- *A further application is intended to the Hinkley C Community Fund, subject to eligibility and funding limits.*

			Balance
Total Earmarked Funds as of 9th March			49,276.69
Planned Expenditure Rec Play Frame	- 14,000.00		
Receipt due for S106 Funding		23,146.20	
Receipt Due for VAT reclaimed		5,588.60	
Receipt Due from Sport England		7,500.00	
Receipt Due from 2026 budget		2,000.00	
Earmarked Funds Available			73,511.49
Quoted costs for MUGA	- 32,683.00		
Project Contingency	- 3,268.00		
Balance of Earmarked Reserves after project (excluding contingency)			40,828.49
Balance of Earmarked Reserves after project (including contingency)			37,560.49
Funding Request to Norman Family Charitable Trust (TBC)		5,000.00	
Funding Request to Hinkley Point		TBC	

Biodiversity N/A.

Background and Context

The MUGA has been identified for re-surfacing for several years while funding was secured. A recent RoSPA inspection has confirmed that the surface is now unsuitable for safe sporting use. As a result, the facility is underused despite its importance to residents, visitors, and the local primary school.

The Head Teacher of Washford Primary School has highlighted the importance of the MUGA as a safe and inclusive space for physical activity and community engagement, noting that the current surface presents safety concerns that restrict its use.

Further support has been received from the Chair of Somerset Pickleball Club, who has expressed interest in using the facility for this growing and inclusive sport and has offered to run free taster sessions for parish residents.

The works are weather-dependent and must be undertaken outside of school term time due to vehicle movements and site safety. The preferred delivery window is the Summer 2026 school holidays. To secure a place in the contractor's programme, an order must be placed promptly; otherwise, delivery may be delayed until Spring 2027.

Options for Council Consideration

Option	Cost	Advantages	Disadvantages/Risks
<i>Do Nothing</i>	<i>Nil but potential liability</i>	<i>Preserves funds</i>	<i>Safety issues for users with potential liability for council as RoSPA report has identified as unsuitable for purpose. Dissatisfaction from local community as MUGA will continue to deteriorate.</i>
<i>Minor repairs</i>		<i>Preserves funds</i>	<i>Surface has degraded to such a degree that this is not a recommended course of action as results cannot be guaranteed</i>
<i>Full replacement</i>	<i>Circa £36,000</i>	<i>High quality installation. Will enable safe use and introduction of new sports, e.g. Pickleball Community benefit with better facilities for sports activities.</i>	<i>Risk of unforeseen complications once excavation starts, but scrutiny of Schedule of Works should mitigate this risk. A 10% contingency should be adopted to cover unforeseen issues.</i>

Recommendation Option with Reasons

Three quotations were obtained: two from specialist MUGA contractors and one from a general surfacing provider. Chiltern Sports Contractors Ltd is recommended based on their specialist experience, competitive pricing, and the quality and practicality of their proposed methodology. Their approach demonstrated sensitivity to the local environment and included innovative solutions not identified by other bidders.

Subject to a final review of the methodology by Cllr Phil Gannon, it is recommended that the Council proceed with this supplier.

Multi-use Games Area Project

Washford Recreation Ground

22nd August 2025



Project Location:

Washford
Recreation Ground
Huish Lane
Washford
Watchet
Somerset
TA23 0NZ

The following specification has been based upon a verbal scope of works as provided by you during our site meeting. Please carefully read the following document to ensure that the proposed specification meets with your requirements. This document has been prepared by Patrick Dolan.

Courtstall
SERVICES LTD

Unit 1 Northavon Business Centre, Dean Road, Yate, Bristol, BS37 5NH

Telephone: 01454 889944

Email: info@courtstallservices.co.uk

Our Ref: PDD/yad/41/14022

Courtstall SERVICES LTD

Unit 1 Northavon Business Centre
Dean Road, Yate, Bristol, BS37 5NH

22nd August 2025

Mr Mick De'Ath & Ms Andrea Johnson
Washford Recreation Ground
Old Cleeve Parish Council

Telephone: +44(0) 1454 889944
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Email: info@courtstallservices.co.uk
Web: www.courtstallservices.co.uk

Dear Mick & Andrea

Thank you for your enquiry for the resurfacing of an existing asphalt multi-use games area. We have pleasure in submitting our specification and quotation for your consideration which has been based upon my visual site survey and discussion held with you.

The price to resurface a muga can vary considerably depending upon the contractor's viewpoint on operations to be carried out, your requirements / instructions, quality of materials installed, workmanship & performance standards achieved, codes of practices adopted, etc, etc.

We trust that you will find the enclosed details of interest and in accordance with your requirements. Should there be any points that you wish to discuss further, or any items which require clarification, please do not hesitate in contacting us.

Yours sincerely

PATRICK D DOLAN B.Sc. (Hons).
Director

By email only
mdeath@oldcleeveparishcouncil.gov.uk
clerk@oldcleeveparishcouncil.gov.uk

Encs

The contents (including any attachments and emails) of this quotation are strictly private & confidential and intended for your private review only. Any copying, disclosure of information, distribution, or any other use is strictly prohibited and may be subject to legal action unless express written consent is provided by a Director of Courtstall Services Ltd.

Specification of Resurfacing Works

1.0 Project Description, Standards, Court Dimensions, Gradients / Tolerances & Access

- 1.1 Resurface an existing asphalt multi-use games area to have the Courtstall Classic pervious asphalt surface.
- 1.2 Our specification is generally in accordance with the current code of practice (CoP), as produced by SAPCA. We are members of the Sports and Play Construction Association and proud of our good name and reputation. We fully recommend this specification and ideally it should be the minimum standard used by all contractors.
- 1.3 The existing court dimensions will be retained.
- 1.4 We have quoted to lay the new surface to follow the existing gradients and level tolerances, without improvement, as they have been acceptable in the past, however these may not comply with current construction standards.
- 1.5 We have allowed to unload all material deliveries approximately 300 m from the muga within the Village Hall car park. We have included for additional plant & labour in order to double handle all materials to the court area. Please note due to the distance, operations will require good weather, hence, we believe operations can only be carried out between late Spring to early Autumn only.

2.0 Weedkilling, Site Clearance, Pressure Washing & Surface Preparation

- 2.1 Supply and spread an approved chemical weed killer to the entire court, at the appropriate rate, to eradicate as far as possible the existing weed growth. This will be carried out by a specialist weed control contractor.
- 2.2 We have made no allowance for any site clearance. We assume you will trim back any overhanging trees & bushes and clearance of any perimeter overgrowth prior to our arrival on site. As discussed, and agreed, whilst you are carrying out repairs to the fence you will also arrange for removal (prior to our arrival) / re-installation (upon our completion) of all fence panels so as to enable access, but also to enable resurfacing up to the existing edging kerbs.
- 2.3 The surface will be power brushed and/or pressure washed as deemed necessary by us to remove excessive debris, loose surface, dirt, moss and algae.
- 2.4 Pierce holes into existing asphalt at approximately 450 mm centres and fill resultant holes with dry stone to ensure porosity. Roll existing court to consolidate. The existing surface will then be 'tack coated' with bitumen emulsion to ensure adequate adhesion of new surface.

3.0 Edgings

- 3.1 Break out a strip not exceeding 400 mm wide around the court perimeter so that the new surface can be 'feathered down' to the height of the existing edging to the best of our ability. No allowances have been made to rectify any defective issues with existing perimeter edgings. For superior results you may wish to consider new edgings at additional cost.

4.0 Asphalt Binder & Surface Course

- 4.1 Although the new asphalt surface course will reduce the depth of some of the existing depressions / dips upon the court, it will not improve them significantly, however, should you wish to improve surface level tolerances; we would recommend the installation of asphalt binder course – please refer to additional items.
- 4.2 Supply and lay a 26-32 mm consolidated depth (40 mm as-laid depth) of our Courtstall Classic pervious asphalt surface consisting of 6 mm open grade asphalt surface course specially formulated for tennis use and in accordance with the SAPCA code of practice. The surface is laid by a traditional method of hand

screeding the asphalt between steel laths and rolled to consolidate to produce a surface of high-quality level and appearance.

Please note the finish around the fence posts will not be as good / compacted as the main area, as we are unable to get our ride-on roller tight to these fence posts or behind them, hence we will have to compact with plate compactors.

Price, Alternatives & Validity	
Price	£26,580 plus VAT
Please note that not all contractor's specifications are the same, albeit can look similar on paper, or fully confirm to the SAPCA code of practice, hence they can provide for lower prices. For example, should we use alternative materials and/or eliminate some operations we may be able to offer cheaper quotations . We would be pleased to offer alternative quotations to suit your budget or like for like quotations upon further discussion and information.	
All quotations have been based upon current material, plant & labour costs and due to current price volatility is thus only open to acceptance for a period of 30 days with a view to commence works on site as soon as our works programme will permit.	

Safety, Welfare Items & Temporary Lines	
Site safety fence to compound area (at village hall)	£865 plus VAT
Site safety fence to enclose operations (muga)	£2,070 plus VAT
Temporary site toilet	£300 plus VAT
Temporary lines	£400 plus VAT per set <i>if requested</i>

Additional items:

- 5.0 Asphalt Surface Course Upgrade, Asphalt Binder Course, Surface Colour Coating, Line Markings & Sports Equipment
- 5.1 Upgrade the asphalt specification to a general multi-sport asphalt. Please note this is slightly less pervious than the tennis court mix.
- 5.2 Supply and lay a 38-42 mm consolidated depth (55 mm as-laid depth) of binder course material consisting of 20 mm, 14 mm or 10 mm open grade asphalt. This will be hand screeded between steel laths and rolled to a fine tolerance.
- 5.3 After a minimum period of approximately 3/4 weeks the asphalt surface will be colour coated by spraying with 2 coats of SR 60 (tennis standard) or SR 75 (netball standard) water borne acrylic paint in a single tone of light green or dark green. (A combination of these or other colours is available at additional cost).
- 5.4 1 no. set of Pickleball, tennis, netball or soccer line markings to be marked on the surface with special sport line paint. We have allowed for 50 mm wide lines.
- 5.5 Supply and install new sports equipment such as Pickleball, Tennis, Netball, etc.

Prices	
Asphalt Surface Course upgrade	£300 plus VAT
Asphalt Binder Course	£17,630 plus VAT
This item (optional for domestic courts) is required to comply with the current SAPCA code of practice for the construction of tennis courts for club standards. This item would improve surface level tolerances and construction stability.	
Surface Colour Coating	£2,730 plus VAT / £8,940 plus VAT
Line Markings	£465 plus VAT per set
Sports Equipment	£poa

Alternative Surface Options: not requested

- 6.1 Please note we can offer numerous alternative surface options such as synthetic turf (more suitable for soccer use), synthetic clay, real clay, polymeric (rubber) or cushioned acrylic products.

Preliminaries & General items

A Permissions, Contract & insurances

- i We have assumed that you would obtain any necessary planning, building, environmental, access, utility, etc, consents and pay all associated costs & fees. Please note our quotation does not take into account any special requirements your local authority may have. For example, they may require a specific type of surface, fence or drainage system.
- ii As we have received no information regarding proposed conditions of contract, we have based our quotation on our standard conditions of contract.
- iii Courtstall Services Ltd carry all necessary insurances required such as Public Liability, Employers Liability, and Contractor's All Risks Insurance's. Please find attached a copy of our insurance certificate.

B Preliminaries, Health & Safety, Security and Welfare

- i Transportation of plant & equipment to site and site establish. Provide all required supervision throughout the duration of the contract. We assume that all water required (with adequate pressure) for the works will be provided free of charge by you.
- ii Provide all necessary method statements, risk & COSHH assessments required for the works. We will also provide an operations & maintenance manual at the end of contract.
- iii Due to the nature of the site, some site safety fence will be required such as Heras type fence to enclose any compound areas and working areas – please refer to cost items. We reserve the right to provide a temporary site secure store for our use during the contract period.
- iv We assume that all required welfare facilities such as a toilet with hot and cold-water hand washing facilities will be available on site for our workforce to use. Should you not be able to provide access to such facilities we would be pleased to provide a temporary site unit at an additional cost.

C Access, Clearance, Reinstatement & Landscaping

- i We assume that the proposed vehicle access routes will be suitable for our large delivery vehicles to gain access to unload adjacent to the Village Hall. We assume that the ground is sufficiently hard and dry to facilitate access for dumpers to the court, as any ground protection required would be at additional cost. We do not accept responsibility for any damage to drives/roads as we have not been informed of any special weight restrictions, etc.
- ii The site will be left clean and tidy on completion of our work. We have allowed to provide a skip facility for disposal of surplus materials from the works.
- iii We have allowed to roughly regrade our access and working areas ready for others to carry out final grading, stone pick, rake and grass seed or turf.
- iv Our quotation has made no allowances for grass seeding, turfing, planting or any other form of landscaping.

D Investigation, Design & Services

- i Our site investigations have been based upon our visual site survey and any information provided by you during our site meeting. We assume the existing courts have no current drainage / porosity issues. As the

results of trial hole / soil investigations are not available or permitted during my site survey, our quotation assumes that the existing foundation and underlying sub-soil and water content is of a suitable type and condition for the proposed operations.

- ii In order to determine a full design we strongly recommend a full ground investigation with an engineer's report and recommendations is obtained so as to determine items such as soil type and depths, plasticity index, load bearing capacity, water content, peak water table level, percolation results, flood risk, etc, etc, so that a suitable foundation and drain system can be designed to cope with all the demands imposed by site factors. For example, low lying sites and/or close to water courses and/or with high water tables may be prone to flooding or ground water issues which may affect the porosity of the court and/or submerge the court during high rainfall. Also, poor quality sub-soils may also lead to long term instability.
- ii Upon inspection of the court it was observed that the court has suffered from numerous areas of level loss in the form of depressions. In order to confirm the cause and whether any further movement is likely to occur in the future we would recommend a specialist independent company carries out a ground investigation and provides an engineers' report. Once these are available, we can further advise if further remedial works are necessary. In our experience, most clients, probably do not wish to go to this extent and incur additional costs, hence, accept the potential risk of movement again in the future.
- iii Unless specifically specified we have made no allowances for the removal, diversion, protection or alteration of any services, such as electrical, gas, water, drainage, etc, etc. We assume no services are present within the proposed working area and you will obtain and issue all relevant up-to-date service plans confirming the location of any services prior to our commencement on site.

E Limitations

- i It is necessary to point out that all bitumen bound surfacing material (Classic surface) are prone to softening at the onset of warmer weather during the first 24 months following construction. This may cause minor interruption to play during this period. Please also refer to our maintenance manual.
- ii The above asphalt surface options are available with a variety of colour options for the surface finish. We do recommend these colour options not just for the attractive finish, but they also provide some protection against moss/algae and reduce the amount of softening. It should also be noted that non-painted surfaces tend to cause bitumen rub-off onto shoes and balls in the early years during warm weather.
- ii Asphalt is manufactured with aggregate processed from naturally occurring rock that may contain iron ore and/or 'soft stone'. Unfortunately, iron ore can create 'rust like' staining on the surface and 'soft stone' may present small holes of which we cannot guarantee against. Please note both issues are documented in the SAPCA code of practice.
- iii Please note that unfortunately all sports surfaces are subject to shoe restrictions. We cannot be held responsible for any damage caused to the surface due to lack of footwear restrictions.
- iv It should be noted that the court may be at risk from future root damage should there be any existing or proposed trees/hedges within close proximity of the court. In this event you may wish to consult a tree surgeon for further advice, remove the high-risk trees/hedges or possibly install a root barrier (£poa) to reduce the risk of root encroachment. We do not accept liability for potential root damage where a root barrier has not been installed.

F Sub-contractors

- i At Courtstall Services we in the main use directly employed personnel to construct your facility (unlike most of our competitors). The only items that we intend to sub-contract will be any electrical work and weed control operations; however we reserve the right to sub-contract other operations.

G Warranty

- i Our warranty will be 24 months as per our conditions of contract.

- ii It should be noted that our warranty will cover any defects which are due to faulty workmanship or materials installed by Courtstall Services Ltd, however any defects caused by works carried out by others or associated with the existing court construction will not be covered.

H Enclosures

- i SAPCA membership certificate
- ii Surface Literature
- iii Insurance document
- iv Conditions of Contract
- v Health & safety policy statement

Courtstall

DEVONTARMASTERS

(SW) Ltd
SURFACING CONTRACTING
& GROUNDWORKS

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Client:	Mick - Old Cleave Parish Council	Quote No.			13/08/2025
Site:	Muga - Huish Lane, Washford, TA23 0NZ	BL/19654			
	Description of works	Tender QTY	Units	Rate	Tender Value
	Muga Pitch				
	To set up site compound including welfare facilities within memorial CP.	1	item	INC	
	To plain/ excavate existing tarmac area to a approx depth of 80mm, expose existing subbase and remove all spoil off site to a licenced tip.	738	m2	INC	
	To re regrade and compact existing subbase - assumed adequate .	738	m2	INC	
	To supply and lay 50mm of AC20 Dense Binder Course.	738	m2	INC	
	To supply and lay 30mm of Supersport MUGA AC 6 Surface course.	738	m2	INC	
1	Complete Total:	1	sum	£ 49,352.00	£ 49,352.00
	Based on 1 No Visit - Machine Lay Method - Subject to prestart meeting to determine if mini paver can get to site.				
	Please Note - All prices are based on todays material prices and the above rates can only be held for a period of 60 days. This is due to the current unknown material increases from our suppliers.				
	Variations & additional				
	Summary				£ 49,352.00
	Variation Summary				£ -
	Total:				£ 49,352.00

	Preperation	Hand Lay	Machine Lay
Number of Visits allowed	1		1
Number of working days allowed	5		2

QUOTE INCLUDES	<p>The above price is based on normal working hours 08.00-17.00 hours with no restrictions Monday-Friday.</p> <p>The above price is based upon all areas being completed at the same time. If any area decreases in size, this will be subject to repricing to cover overhead costs for the m2 area that has been removed.</p> <p>The above price is based upon a remeasure on completion.</p> <p>All prices are based on todays material prices and any increases may be applied after a 30 day period.</p> <p>All prices are exclusive from VAT.</p>
QUOTE DOES NOT INCLUDE	<p>No regulating included unless otherwise stated.</p> <p>Price is based on good access with no restrictions. Maximum 20m works area from delivery lorry.</p> <p>No licenes or traffic management included within the quote unless otherwise stated.</p> <p>No cleaning of any areas before works commence on site has been priced for as assumed this will be done by others unless otherwise stated.</p> <p>On your suitably prepared surface unless prepared by Devon Tarmasters.</p> <p>Half day visits unless otherwise stated.</p> <p>A secure area onsite is required for plant and machinery which may be delivered prior to works commencing on site and will be stored until collection post works.</p> <p>Ramping or protection of kerbs, drainage and finished surfaces for access for lorries to the proposed working area.</p> <p>This quotation is based on the works area being available and free from obstructions during our attendance. Should the progression of works be restricted on site due to obstructions or delays caused through no fault of DTM, we reserve the right to apply a standing charge and the loss of materials.</p> <p>Weedkill - We advise that the client completes weedkill over a 3-4 week process prior to us arriving on site. DTM cannot be held responsible for germination of seeds beneath the existing surface.</p>

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Site:	Muga - Huish Lane, Washford, TA23 0NZ	<u>BL/19654</u>			
	Description of works	Tender QTY	Units	Rate	Tender Value
	Base or binder courses are not designed to be trafficked for prolonged periods of time. Devon Tarmasters holds no liability for damages to base or binder courses if used to traffic vehicles or plant.				



Old Cleeve Parish Council

Officer Report

Subject: Washford Recreation Ground – School Use and Proposed Licence Agreement

Prepared for: Old Cleeve Parish Council

Date: Monday 16th March 2026

Report Author: Locum Clerk – Jack Turner

1. Purpose of the Report

The purpose of this report is to provide Members with advice regarding the continued use of **Washford Recreation Ground** by the local School and the proposal to formalise this use through a written Licence Agreement.

This report also considers the School's proposal to move to a **rental-only arrangement from September 2026**, and outlines the governance, liability, and financial considerations for the Council.

2. Background

The School currently uses Washford Recreation Ground for organised activities. However, there is **no signed agreement in place** governing this use.

In July 2025, a briefing paper and a draft Licence Agreement were prepared and shared with the School to formalise the arrangement. The School has since proposed moving to a **rental-only arrangement**, under which the Parish Council would assume responsibility for maintenance while charging a rental fee.

Members are now asked to consider the governance and risk implications of the current situation and determine the appropriate way forward.

3. Current Legal and Governance Position

The School continues to use Washford Recreation Ground without a formal agreement in place. As landowner, the Parish Council owes a duty of care to lawful visitors under the Occupiers' Liability Act 1957 and the Occupiers' Liability Act 1984.

A fire incident during the School's Sports Day last year is a material consideration. The incident demonstrates that organised school activities can create foreseeable risk.

Continuing to permit organised use without:

- a formal agreement,
 - documented risk assessments, or
 - confirmation of appropriate insurance
- creates avoidable governance and liability exposure for the Council.
-

4. Effect of a Formal Licence

The draft Licence Agreement previously issued to the School was designed **primarily as a risk mitigation measure**, rather than as a revenue-generating arrangement.



The draft agreement includes provisions requiring the School to:

- Provide **adequate supervision** during organised activities.
- Submit **Event Management Plans and Risk Assessments** where appropriate.
- Maintain **Public Liability Insurance of at least £5 million**.
- Provide an **indemnity in favour of the Parish Council**.
- Operate within a framework that includes **clear termination provisions**.

While a licence does not remove the Council's duty as landowner, it demonstrates that the Council has taken **proportionate and reasonable steps to manage risk and clarify responsibilities**.

This would significantly strengthen the Council's position should any claim arise.

5. Implications of Maintaining the Current Position

If no agreement is implemented, the Council will continue permitting organised use of the Recreation Ground **without documented safeguards**.

In the event of:

- injury,
 - fire,
 - property damage, or
 - a third-party claim,
- the absence of a written agreement may be **difficult to justify**, particularly given the **previous fire incident**.

Members should therefore recognise that **maintaining the current informal arrangement carries identifiable risk**.

6. Insurance Considerations

Before finalising any arrangement, it would be prudent for the Council to **seek confirmation from its insurer** regarding the implications of the School's use of the Recreation Ground.

In particular, the Council should confirm:

- whether organised school use affects the Council's **risk categorisation**;
- whether implementing a **formal licence agreement improves the Council's risk profile**; and
- whether assuming **full maintenance responsibility** would alter the Council's exposure.

Insurers typically favour **clear contractual arrangements and defined responsibilities**.

7. The School's Proposed Rental-Only Arrangement

The School has indicated that it may wish to move to a **rental-only arrangement from September 2026**, under which the Council would take on responsibility for maintenance (including grass cutting) while charging a rental fee.

This proposal raises **two distinct issues**.



7.1 Risk Management

Regardless of who undertakes maintenance, the Council should still require a **formal written licence** governing the School's organised use of the Recreation Ground.

Risk management provisions such as:

- risk assessments,
 - supervision requirements, and
 - evidence of insurance
- remain necessary.

7.2 Financial Implications

If the Council assumes full maintenance responsibility, the **rental charge should reflect the commercial cost** of:

- grass cutting,
- grounds maintenance, and
- any associated operational costs.

Should Members choose **not to recover the full cost**, that would represent a **policy decision to subsidise the arrangement**, potentially using Council reserves or general funds.

Members should therefore consider **risk management and financial arrangements as separate decisions**.

8. Conclusion

Formalising the School's use of Washford Recreation Ground through a written licence represents a **proportionate and responsible governance measure**.

Given the prior incident and the Council's legal responsibilities as landowner, continuing without a formal agreement exposes the Council to **unnecessary risk**.

Implementing a licence agreement would clarify responsibilities, improve risk management, and demonstrate good governance.

9. Recommendations

Members are recommended to:

1. **Resolve in principle** to formalise the School's use of Washford Recreation Ground through a written Licence Agreement.
2. Request **confirmation of the School's Public Liability Insurance** (minimum £5 million).
3. Seek clarification from the Council's **insurer regarding risk categorisation** and the effect of a formal agreement.
4. Consider the **financial implications separately**, including the appropriate rental figure if the Council assumes maintenance responsibility.



Old Cleeve Parish Council

Clerk's Report – March 2026 Meeting

This report provides an update on actions arising from the meeting held on **23 February 2026**, together with other administrative work undertaken during the month.

Actions Carried Forward from the Meeting on 23 February 2026

265/26 – Minutes of the Meeting on 19 January 2026

The approved minutes have been uploaded to the Parish Council website. Due to the meeting being held remotely and the Locum Clerk arrangement, the Permanent Clerk will ensure that a signed hard copy of the minutes is obtained and retained for the Council's records.

268/26 – Planning Application 3/26/26/001 – Rock Cottage, Torre to White Horse Pub, Old Cleeve

A response in support of the application was submitted to the planning authority in accordance with the resolution of the Council.

273/26 – Sport England Grant Award

The Clerk has successfully negotiated with Sport England regarding the terms of the funding. As a result, the Council is no longer required to undertake the previously proposed crowdfunding element. The funding has now been reclassified as a direct grant, allowing the Council to receive **£7,500** for the project without the prior conditions attached. Further steps in progressing the project will be brought to Council as required.

Other Work Undertaken During the Month

Correspondence

The Clerk has received, reviewed, and responded to correspondence on behalf of the Council, ensuring relevant matters are actioned or circulated as appropriate.

Speed Indicator Device

A replacement post for the Speed Indicator Device has been ordered.

Washford Recreation Ground Licence

The Clerk has spoken with the Council's solicitor regarding the **Washford Recreation Ground licence** and provided advice to the Council based on that discussion.

Website and Records Management

The Council website and internal filing systems have been kept up to date to ensure transparency and appropriate record keeping.

Preparation for the March Council Meeting

Agenda preparation, report compilation, and administrative arrangements have been undertaken for the March meeting.

Clerk Recruitment

Options for advertising the **Clerk vacancy** have been explored. The Clerk has also liaised with the



Somerset Association of Local Councils (SALC) regarding advertising the position free of charge on their website.