



PORINGLAND PARISH COUNCIL

Poringland Community Centre, Overtons Way, Poringland, Norfolk, NR14 7WB
Tel: 01508 492182 Email: clerk@poringlandparishcouncil.gov.uk

Clerk to the Council: Vacancy
Chairman: Mr Tim Boucher



NOTICE OF MEETING AND SUMMONS TO ATTEND

You are hereby summoned to attend a meeting of Poringland Parish Council at 7pm on Wednesday 26th September 2018 at Poringland Community Centre.

The business to be transacted at the meeting is as follows:-

1. Attendance and Apologies for Absence

2. Declarations of interest for items on the agenda and applications for dispensations

Members are invited to declare personal or pecuniary (prejudicial) interests in any items on the agenda. It is a requirement of the Parish Council (Code of Conduct) that declarations from a Member include the nature of the interest and whether it is pecuniary or an interest other than pecuniary. In the case of a pecuniary interest being declared and no dispensation being sought or approved, the member must disclose the interest and withdraw from the meeting when the item is discussed. If any Member has made a public comment and/or reached a predetermined view prior to attending a meeting it could invalidate the Council's decision, therefore the Member concerned cannot take part in any discussion and an interest must be recorded.

3. Minutes of the meeting held on 22nd August 2018

4. Matters arising including Clerk's Report

5. Report from the Chairman

6. Adjournment for public participation, district and county councillors, and councillors with any pecuniary interests

- a. District Councillors (7 mins total)
- b. County Councillor (5 mins total)
- c. Public Participation (15 mins total)

7. Planning

a. Applications Received

- i. 2018/1839 36 Victory Avenue: To erect a conservatory to the rear of the property

b. Planning Decisions

- i. 2018/1639 Land West Of Mill Close: Residential development **REFUSED**
- ii. 2018/1586 Pure Spice, 109 The Street: Replace front window with door and addition of extractor fan. **APPROVAL WITH CONDITIONS**
- iii. 2018/1210 Land West of Mill Close: Erection of single dwelling and garage **APPROVAL WITH CONDITIONS**
- iv. 2018/1211 Land South of Mill Close: Erection of single dwelling and garage **APPROVAL WITH CONDITIONS**

8. Correspondence and Consultations

- a. Litter Bin on The Street, outside the The Fish Inn
- b. Anti-Social Behaviour at Devlin Drive

9. Finance

- a. Receipts, payments and bank reconciliation for August 2018
- b. Accounts for payment

10. Committee and Advisory Group Reports and Recommendations

- a. Neighbourhood Plan Committee Report
- b. Update re. Welcome Home and Memorial Playing Field Trust Pavillion Works
- c. Update re. Community Land Project

11. Other matters

- a. Relief Caretaking – Delegated Decision

12. Exclusion of the Press and Public under the Public Bodies (Admission to Meetings) Act 1960 to discuss the following matter:

- a. Appointment of Parish Clerk

13. Date of next Parish Council meeting: Wednesday 31st October 2018, 7pm, Poringland Community Centre

Dated the 20th September 2018

Assistant Clerk.....

Minutes of the Meeting of Poringland Parish Council
Wednesday 22nd August 2018 7pm Poringland Community Centre

Present: Tim Boucher (Chairman)
Steve Aspin
John Henson
David Hewer
Trevor Spruce
Chris Walker
Catherine Moore (Parish Clerk)

Also attended: County Councillor Vic Thompson and 12 members of the public in attendance.

1. Apologies

Apologies for absence were received from Lisa Neal, John Overton, David Gooderham, John Joyce and James Landshoft.

2. Declarations of Interest and Applications for Dispensation

Trevor Spruce declared an interest in items 11c and 11e as he had tendered for the work.

3. Minutes of the Previous Meeting

The minutes of the meeting held on 25th July 2018 were **agreed**, proposed by John Henson, seconded by Chris Walker, all in favour.

4. Update on matters arising from the minutes

The Clerk presented her report into matters raised.

5. Report from the Chairman

The Chairman reported that the burial ground had been closed to new burials, and that the communication strategy had been successful. The majority of the holders of exclusive rights were opting to retain them for an ashes burial. The media coverage of this had been useful. He confirmed that the existing cemetery would remain open for visitors and would continue to be maintained. The Chairman reported that this would be Catherine Moore's last meeting as Clerk, and presented her with a gift. He noted that 11 applications had been received to date, and that interviews were scheduled for 17th September.

6. Public Participation

Standing orders were suspended to allow members of the public to speak, proposed by Chris Walker, seconded by David Hewer, all in favour.

a) District Councillors

Not present.

b) County Councillor

Vic Thompson presented his report. He noted that the road had been relaid from the Octagon Farm to the A146 due to the number of potholes at a cost of around £750K. He had added the stacking lane and the church crossing to the list of Highways improvements, and had requested resurfacing through

Poringland village.

c) Public Participation

A member of the public stated that they objected to the Greenfall planning application as the area suffered from surface water flooding, with water entering existing properties. The proposed property was at the bottom of the dip.

A member of the public noted that they understood from the Neighbourhood Plan that Poringland had reached its quota of housing, and asked how the Greenfall application sat with that. It was confirmed that there wasn't such a thing as housing quotas and that each application was determined on its merit, taking into account the five year land supply.

A member of the public expressed concern about the increase in traffic in Greenfall both from construction and from further development of the site.

A member of the public asked whether the refusal of the application for air source heat pumps in Highland meant that they would have to be taken down. A copy of the decision notice was not available at the meeting, but it was confirmed this should detail the requirements.

A member of the public asked whether the Council was confident that the works to the footpath on Shotesham Road would begin on 10th September. It was confirmed that John Overton had been working closely with the development on this, and that the timescale had been subject to a pricing exercise.

Standing orders were reinstated.

7. **Planning**

a) Applications Received

- i) 2018/1803 Land to the east of Rectory Lane: Dwelling with double garage, access from Green Fall.

John Henson had viewed the plans and visited the site. He noted that the land was currently in agricultural use and that access would be over a 2M wide culvert. As the application was at outline stage, there was no detail regarding drainage or access. The site was outside the development boundary and would have a high water table similar to the cemetery. It was an isolated form of development, and would set a precedent to develop the whole site. Flooding would be exacerbated by the contours of the site.

It was **agreed** to object to the application based on the comments above, proposed by John Henson, seconded by Chris Walker, all in favour.

Clerk

b) Planning Decisions

- i) 2018/1112 4 Highland: Retrospective proposal to install 4 air source heat pumps. **REFUSED**
- ii) 2018/1302 126B The Street: Extension providing an orangery, bedroom bay window and parking. Converting garage to exercise / treatment / carers accommodation. **APPROVED**

8. **Correspondence and Consultations**

a) St Marys Road Waiting Restriction

Correspondence from Norfolk County Council and South Norfolk Council regarding possible single yellow line with waiting restriction was presented. The Clerk was asked to check whether the Council had the power to spend money on a single yellow line for one stretch of road. Subject to this confirmation, it was **agreed** to engage with South Norfolk Council on their parking scheme to see whether this could fit.

Clerk

9. Finance

a) Receipts, Payments, and Bank Reconciliation

The receipts, payments and bank reconciliation for July 2018 were presented and **noted**.

b) Accounts for Payment

It was **agreed** to pay the following accounts, proposed by Trevor Spruce, seconded by David Hewer, all in favour. Trevor Spruce and John Henson would authorise the payments.

	Staff Salaries	£6,155.10
	PAYE & NIC	£2,091.96
HMRC	Superannuation	£2,180.04
Norfolk Pension Fund	Telephone and Broadband	£48.30
BT	Hosted IT	£217.62
Microshade	Printing	£35.88
Norfolk Copiers	Software Licence and Support	£786.00
Rialtas	Clerk Advert	£30.00
Norfolk ALC	Clerk Advert	£210.00
SLCC	Paper & Padlocks	£85.62
ESPO	Laptop Repair	£30.00
P McCarthy	Bin Cleaning	£70.00
Bin Dirty	Pest Control	£75.00
T Rushmer	Card Machine Charges	£1.23
WorldPay	Generator Loan	£10.00
J Henson	Fete First Aid	£165.60
St John Ambulance	Ticket Refund	£60.00
Name withheld	Playing Field CCTV	£3,532.80
Audio Electronic Design	Rosebery Signs	£23.40
Bartlett Signs	Cemetery Refund	£230.00
Name withheld	Cemetery Refund	£230.00
Name withheld	Grounds Maintenance	£945.00
Spruce Landscapes	Waste	£74.23
Veolia	Installations	£564.00
Spruce Landscapes	Grounds Maintenance	£1,059.29
Garden Guardian	Play Inspections	£270.00
Play Inspection Company	Grounds Maintenance	£191.66
Vortex	Various	£1,480.68
Barclaycard	Electricity	£776.98
Total Gas & Power	Newsletter Printing	£143.00
Hollinger Print	Cleaning Materials	£181.03
Hugh Crane Cleaning	Cemetery Refund	£500.00
Name withheld	Cemetery Refund	£1,320.00
Name withheld	Cemetery Refund	£200.00
Name withheld	Cemetery Refund	£500.00

Name withheld	Cemetery Refund	£250.00
Name withheld	Cemetery Refund	£250.00
Name withheld	Cemetery Refund	£750.00
C Moore	Petty Cash Top Up	£55.79
Name withheld	Cemetery Refund	£660.00
Name withheld	Cemetery Refund	£990.00

c) Fidelity Valuation

The valuation statement was noted.

10. **Committees and Advisory Groups**

a) Neighbourhood Plan Draft Policies

The draft policies were presented. A request was made to change 'surgery' to 'surgeries' in Policy 20. It was suggested that childcare and schools should be included as an additional bullet point in Policy 20 as it was understood that there was a waiting list of 180 pre-school children. With these amendments, the draft policies were **agreed**, proposed by Chris Walker, seconded by David Hewer, all in favour.

Clerk

11. **Other Matters**

a) Standing Orders Review

The draft standing orders were presented, noting that these were the new updated NALC model. It was confirmed that standing orders applied to public decision making meetings, which was why Advisory Groups were not directly referenced. It was **agreed** to adopt, proposed by John Henson, seconded by David Hewer, all in favour.

Clerk

b) Equal Opportunities Policy Review

The Clerk presented the policy for review, recommending no changes. It was **agreed** to re-adopt the policy, proposed by David Hewer, seconded by Chris Walker, all in favour.

Clerk

Trevor Spruce left the meeting.

c) Car Park Extension

The Clerk presented three prices received for the works, ranging between £19,000.00 and £27,500.00. It was noted that the Council had budgeted £15,000 for the works. It was **agreed** to appoint Spruce Landscapes at a cost of £19,000.00, proposed by John Henson, seconded by Chris Walker, all in favour.

Clerk

d) Play Equipment Inspections

The play area inspections were noted, and it was **agreed** to commission the minor works at a cost of £360.00, proposed by John Henson, seconded by Chris Walker, all in favour.

Clerk

Trevor Spruce returned to the meeting.

e) Decorating Football Pavilion

The Clerk noted that following the works to install the heating in the Pavilion, the lounge area needed redecorating, and suggested that the whole Pavilion

could be scheduled, with the lounge side completed sooner, and the changing room / toilet side completed once the Football Club shower works were completed. Quotes were received from Martin Daws for £1,230 to decorate the lounge side of the door, and £990 to decorate the changing rooms side of the door. It was **agreed** to accept these quotes, carrying out the lounge works once the heating was installed, and carrying out the changing room side once the Football Club shower works has been completed, proposed by Trevor Spruce, seconded by David Hewer, all in favour.

Clerk

Trevor Spruce left the meeting.

f) Event Proposal

An event proposed for October 2019 was presented, requesting to book cabaret with Olly Day and the Nigel King Band. It was **agreed** to go ahead with this, proposed by John Henson, seconded by Trevor Spruce, all in favour.

Clerk

Exclusion of the Press and Public

It was **resolved** to exclude the press and public for the duration of item 11g due to the contractual nature of the business to be transacted, proposed by Trevor Spruce, seconded by Tim Boucher, all in favour.

g) Relief Caretaking

The Clerk reported that following a review with the relief caretaking contractor, it was being recommended that the contract did not continue beyond the probationary period which would end on 30th September 2019. It was **agreed** to enter discussions with the third company that had tendered for the works, and for the Clerk to make a delegated decision regarding whether this was suitable by 31st August 2018. If this was not felt to be viable, the Assistant Clerk would set up a meeting of the HR Advisory Group to discuss in-house staffing, and a single item Council meeting would be convened to decide on the way forward, proposed by Trevor Spruce, seconded by Chris Walker, all in favour.

Clerk

12. Date of next meeting:

- Wednesday 26th September 2018, 7pm, Full Council, Community Centre.

The meeting closed at 8.15pm.

CHAIRMAN

Clerk's Update on Matters Raised at Previous Meetings

The following matters have been raised at previous meetings, and updates are noted below for information. This document does not include matters within the agenda.

- **Rosebery Park S106 Transfer** – Progress with snagging issues being closely monitored. Blue Sky confirmed bulk of outstanding items will be completed by 21.09.18. **To be progressed by Assistant Clerk. ONGOING**
- **Community Land Project Transfer** – Legal transfer in hands of solicitors. Advisory Group meeting with designer 27.09.18. **To be progressed by Assistant Clerk. ONGOING**
- **White lining on Norfolk Homes estate roads** – Emailed Highways Engineer for price 06.06.18, met on site 04.07.18. Chased 30.07.18. **Project to be handed to the new Clerk. ONGOING**
- **New burial ground** – Letters will be written when time allows and other backlogged urgent tasks have been cleared. **Project to be handed to the new Clerk. ONGOING**
- **Redesigned pavement Shotesham Road** – Work postponed from 10.09.18 and due to commence 24.09.18. **Assistant Clerk to monitor. ONGOING**
- **Dog Park** - this will be discussed at the next Strategic Whole Council Advisory Group meeting. **Project to be handed to the new Clerk. ONGOING**
- **Groundwater at Cemetery** – Cemetery closed to new burials 08.08.18. Communications sent out (letters and press release). Owners to make their choices re: graves. Majority of responses to received. **Assistant Clerk to monitor and chase responses. ONGOING**
- **Pavilion Heating** Installation completed 23.08.18 **COMPLETED**
- **Devlin Drive Hedge Proposal** – John Joyce to approach relevant officer at Norfolk County Council. **Project to be handed to new Clerk. ONGOING**
- **Poor design of stone area at Budgens** – reported to SNC and LetLord 30.07.18. No response (07.08.18). **Assistant Clerk to monitor. ONGOING**
- **Timed yellow lines St Marys Road** – emailed South Norfolk Council 23.08.18 to look into as part of parking scheme. LCPAS advised 23.08.18 that the Council can legally make a contribution to this scheme if it is being commissioned by the Highway Authority. **Assistant Clerk to monitor and progress. ONGOING**
- **Tree Works** – Clerk to make application for TPOs. Urgent works completed 11.09.18. Three quotes to be obtained for remaining works – **Assistant Clerk to progress. ONGOING**
- **4 Highland planning application** – checked decision notice and no timescales for removal given. **COMPLETED**

Rachel McCarthy
Assistant Clerk to the Council, 20th September 2018

Poringland Parish Clerk

From: Peter Kerrison <pkerrison@S-NORFOLK.GOV.UK>
Sent: 17 September 2018 10:36
To: clerk@poringlandparishcouncil.gov.uk
Subject: RE: Planning Application 2018/1839

Dear Catherine,

I am writing with regard to your requested extension of time for the above referenced application.

I have been to site and checked the plans and as far as I can see the proposal would comply with permitted development criteria and therefore doesn't have to have planning permission. There has been no comments on the application during the consultation period so would you be ok with me going ahead and processing the decision before your meeting?

Kind Regards

Peter Kerrison
Planning Technician
t 01508 533793 e pkerrison@s-norfolk.gov.uk www.south-norfolk.gov.uk

South Norfolk Council - Investors In People | Platinum -----Original Message-----

From: Poringland Parish Clerk [<mailto:clerk@poringlandparishcouncil.gov.uk>]
Sent: 28 August 2018 11:36
To: Planning <Planning@S-NORFOLK.GOV.UK>
Subject: RE: Planning Application 2018/1839

Thanks for your email. Poringland Parish Council meets again on Wednesday 26th September 2018 so could I please ask that the deadline for comments on this application is extended until the end of that week.

Many thanks in advance

Rachel McCarthy on behalf of

Catherine

Mrs Catherine Moore BSc FSLCC
Clerk to Poringland Parish Council

Tel: 01508 492182

Email: clerk@poringlandparishcouncil.gov.uk

Website: <http://www.poringlandparishcouncil.gov.uk>

Address: Poringland Community Centre, Overtons Way, Poringland, Norfolk NR14 7WB Office opening hours:
Monday to Wednesday 9.30am - 12.30pm; Thursday 9.30am - 4pm; Friday by appointment.

General Data Protection Regulation: The Council's Privacy Statements can be viewed at
<https://www.poringlandparishcouncil.gov.uk/privacy-statements.html>.

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Poringland Parish Clerk

From:
Sent: 19 September 2018 12:38
To: clerk@poringlandparishcouncil.gov.uk
Subject: Request to discuss anti social behaviour at the youth shelter

Dear Poringland parish council,


We have been living on Devlin drive after moving into the new builds. We have had intermittent problems with shouting, abusive and cussing, loud music, motor bikes within the shelter in the field and doorbell ringing which as residents have largely ignored.

Unfortunately these problems have been persisting and worsening and the last episode was when someone kicked something in to our front door which terrified my wife and my 2 year old son. I work in the NHS and she called me whilst I was working late in my clinic at around 9:30pm. I had to have a male friend from up the road come to our house as I was about 45 minutes away.

There is damage to our front door and we have several complaints registered with the. Norfolk police. Having these ongoing problems. I have installed CCTV around our house and registered with the Information Commisioners Office for data protection exemption at an annual recurring cost to myself. I have footage of the individuals which I have passed onto the police.

My request is whether we can discuss ways to mitigate the problem at the parish council level, so that the youth shelter and residents can co exist without problems. I will be grateful for including this in the agenda for the next parish council meeting which I hope to attend on Wednesday 26th September, pending work schedules being sorted out.

Many thanks for looking into it and any support will be greatly appreciated.

Kind regards,



Sent from my iPhone=

Poringland Parish Council

Bank - Cash and Investment Reconciliation as at 31 August 2018

	<u>Account Description</u>	<u>Balance</u>
<u>Bank Statement Balances</u>		
1	Barclays Current	0.00
1	Unity Trust	23,491.94
2	Barclays Deposit	0.00
2	United Trust	50,000.00
2	CCLA	40,000.00
2	Santander Bond 1	60,000.00
2	Unity Trust Deposit	110,068.41
2	Cambridge & Counties 120 Day	75,311.82
2	Hampshire Trust Bond 1	55,000.00
2	Nationwide Instant Access	60,697.37
2		0.00
		474,569.54
<u>Other Bank & Cash Balances</u>		
	Petty Cash	550.00
	Cashbook Suspense	0.00
		550.00
		475,119.54
<u>Unpresented Payments</u>		
1	22/08/2018 300057	30.00
1	22/08/2018 300058	60.00
1	22/08/2018 300058	230.00
1	22/08/2018 300060	500.00
1	22/08/2018 300061	660.00
1	22/08/2018 300062	200.00
1	22/08/2018 300064	250.00
1	22/08/2018 300065	250.00
1	22/08/2018 300066	750.00
1	17/03/2018 SO	3.00
1	28/03/2018 300001	75.00
		3,008.00
		472,111.54
<u>Receipts not on Bank Statement</u>		
0	31/08/2018 All Receipts Cleared	0.00
		0.00
Closing Balance		
		472,111.54
<u>All Cash & Bank Accounts</u>		
	Current	20,483.94
	Bonds & Savings	451,077.60
	Other Bank & Cash Balances	550.00
	Total Bank & Cash Balances	472,111.54

PORINGLAND PARISH COUNCIL				
Payments List 26th September 2018				
Payee	Code	Description	Amount	Chq no.
S Cunningham	Salary	Administrator		SO
R McCarthy	Salary	Assistant Clerk		SO
J Dodman	Salary	Bar Staff		BACS
S Cunningham	Salary	Bar Staff		BACS
L Gooderham	Salary	Caretaker		SO
S Warmingier	Salary	Cleaner		SO
S Duffell	Salary	Project Officer / Temp Admin		SO / BACS
			£4,208.28	
HMRC	Salary	PAYE / NIC	£960.10	BACS
Norfolk Pension Fund	Salary	Pension Contributions	£1,189.31	BACS
BT	General Administration	Telephone & Broadband	£44.10	DD
Microshade	General Administration	Hosted IT	£217.62	SO
Norfolk Copiers	General Administration	Printing	£57.42	BACS
Total Gas & Power	Community Centre	Electricity	£721.51	DD
ESPO	Community Centre	Gas	£47.83	DD
WorldPay	Community Centre	Card Machine Charges	£2.40	DD
Wave	Community Centre	Water	£275.60	DD
Pitkin & Ruddock	Community Centre	Air Con Maintenance	£393.60	BACS
M Daws	Community Centre	Decorating Repair (Hirer Damage)	£30.00	Chq 75
Cooks Blinds	Community Centre	Blind Repair	£510.00	BACS
Wave	Playing Field	Water	£16.27	DD
Ben Willis Landscaping	Playing Field	Fence Replacement	£4,080.00	BACS
SymTech	Playing Field	Heating Installation	£6,720.00	BACS
Wave	Burial Ground	Water	£13.05	DD
Name Withheld	Burial Ground	Exclusive Rights Refund	£825.00	Chq 69
Name Withheld	Burial Ground	Exclusive Rights Refund	£750.00	Chq 70
Name Withheld	Burial Ground	Exclusive Rights Refund	£150.00	Chq 71
Name Withheld	Burial Ground	Exclusive Rights Refund	£330.00	Chq 72
Name Withheld	Burial Ground	Exclusive Rights Refund	£330.00	Chq 73
Parker Planning Services	Projects	Neighbourhood Plan	£1,920.00	BACS
A Henshaw	Community Centre	Craft Fair Refund	£14.00	300074
Eastern Tree Care	Outside Spaces / Community Centre	Tree Works	£860.00	BACS
Abbey Memorials	Burial Ground	Memorial Repairs	£630.00	BACS
Vortex	Commuted Sums	Grounds Maintenance	£191.66	BACS
Norwich Electrical	Community Centre	Emergency Lighting & PAT Testing	£1,020.97	BACS
Veolia	Comm Centre / Burial Ground	Waste	£86.02	DD
Spruce Landscapes	Comm Centre / Burial / Memorial	Grounds Maintenance	£945.00	SO
Garden Guardian	Various	Grounds Maintenance	£1,059.29	BACS
Heritage Cleaning Services	Comm Centre / Playing Field	Caretaking	£703.07	BACS
J & A Saunders	Various	Window Cleaning	£120.00	BACS
Barclaycard	Admin / Playing Field	Stationary / Gas Meter	£571.94	DD
			£29,994.04	

GENERAL SERVICE AGREEMENT

THIS GENERAL SERVICE AGREEMENT (the "Agreement")

Dated this: 1st OCTOBER 2018

BETWEEN:

Poringland Parish Council, Poringland Community Centre, Overtons Way Poringland, Norfolk N14 7WB

(the "Client")

- AND -

apiCLEANING DBH28, Diss Business Hub, Hoppers Way, Diss, Norfolk. IP22 4GT. A Partnership between:

Mrs. Penelope Harding and Mrs. Susan Hurrell

(the "Contractor").

BACKGROUND:

- A. The Client is of the opinion that the Contractor has the necessary qualifications, experience and abilities to provide services to the Client.
- B. The Contractor is agreeable to providing such services to the Client on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is

hereby acknowledged, the Client and the Contractor (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

Services Provided

1. The Client hereby agrees to engage the Contractor to provide the Client with services (the "Services") consisting of:
 - Cleaning and caretaking of the premises address as above and the nearby football pavilion
 - Consisting of the following cover:
 - In general, for the Community Centre 10 - 15 hours per week to be worked as agreed from time to time by both parties for the Community Centre and 3 hours per week at the Football Pavilion
2. The Services will also include any other tasks which the Parties may agree on. The Contractor hereby agrees to provide such Services to the Client at any additional charge which may be agreed by both parties. The client will provide all necessary materials and equipment required to provide the service.

Term of Agreement

3. The term of this Agreement (the "Term") will begin on 1st October 2018 and will remain in full force and effect until 30th September 2019 subject to earlier termination as provided in this Agreement. The Term of this Agreement may be extended with the written consent of the Parties. The term of this agreement is also subject to a three month break clause by both parties.
4. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 30 days' written notice to the other Party.

Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect

Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP.

Compensation

7. For the services rendered by the Contractor as required by this Agreement, the Client will provide compensation (the "Compensation") to the Contractor of a fixed amount of **£14.50 per hour** Based on 10 to 18 hours per week on average for the Community Centre and a fixed charge of £43.50 per week for cleaning the football pavilion.
8. The client will be invoiced on the last day of each month for hours carried out that month
9. Invoices submitted by the Contractor to the Client are due within 7 days of invoice date
10. Any mutually agreed additional hours will be invoiced separately, these invoices will be due for payment within 7 days of invoice date
11. Any credits for mutually agreed changes to hours will be given separately and can be deducted from the next payment due
12. The Compensation as stated in this Agreement does not include Value Added Tax as the partnership is not VAT registered
13. The Contractor will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Compensation and the Contractor will indemnify the Client in respect of any such payments required to be made by the Client.
14. The Contractor will be solely responsible for the payment of all remuneration and benefits due to the employees of the Contractor, including any National Insurance, income tax and any other form of taxation or social security costs.

Reimbursement of Expenses

15. The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

Confidentiality

16. Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that which is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.
17. The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.
18. All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Return of Property

19. Upon the expiry or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

Capacity/Independent Contractor

20. In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.

Notice

21. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

b. Poringland Parish Council,
Poringland Community Centre,
Overtons Way
Poringland
Norfolk
NR14 7WB

c. apiCLEANING
DBH 28, Diss Business Hub
Hoppers Way, Diss IP22 4GT

or to such other address as any Party may from time to time notify the other.

Indemnification

22. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, stockholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Dispute Resolution

23. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

24. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in

accordance with the laws of the Country of England. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the Country of England.

Modification of Agreement

25. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

26. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

27. The Contractor will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

28. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

29. This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

30. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

31. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

32. It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

33. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

Waiver

34. The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

IN WITNESS WHEREOF the Parties have duly affixed their signature

For (Client) Poringland Parish Council

Authorised Signature

Name

Position

Date

For (Contractor) apiCLEANING

Authorised Signature

Name

Position

Date