

WHITEHAVEN TOWN COUNCIL

Clerk to the Council:

Marlene Jewell

Telephone: 01946 67366

Chairman:

Councillor Graham Roberts

To: Members of the Whitehaven Town Council

You are duly **SUMMONED** to attend an **EXTRAORDINARY** meeting of the **WHITEHAVEN TOWN COUNCIL** which will be held at

Venue: THE ENNERDALE ROOM, WHITEHAVEN CIVIC HALL, LOWTHER STREET, WHITEHAVEN

Date: Wednesday 17th April 2019

Time: 6.00pm

Signed.....*Marlene Jewell*.....Dated.....*11th April 2019*.....
Marlene Jewell, Clerk

AGENDA

1. Apologies for Absence

To receive apologies for absence

2. Declarations of Interest

To receive declarations of interests by elected members in respect of Agenda items

If a Member requires any advice on any item involving a possible declaration of interest which could affect his/her ability to speak and/or vote he/she is advised to contact the Clerk at least 24 hours in advance of the meeting.

3. Public Participation

4. CALC Membership

5. Insurance Renewal Quote

6. Ashtrays on Litter Bins

7. New Lease for Room 3 Whitehaven Civic Hall

IN PRIVATE

Prior to the following items of business the Chairman to move the following Resolution

That in view of the special or confidential nature of the business about to be transacted it is advisable in the public interest that the public and/or press be instructed to withdraw.

8. Grant Application – HYP

9. Pigeon Loft Complaint

10. Defamation Bullying, and Harrassment

CALC/NALC Membership

Purpose of the Report

Members are asked to consider whether they wish to continue with the CALC/NALC membership for 2019/20 and to authorise payment of the annual subscription fee.

1.0 INTRODUCTION

- 1.1 Further to minute 1056/18 (iii) where Members, after considering a letter from CALC regarding an increase to the annual subscription fee agreed to accept the increase as the Council had in the past always received a good service from CALC/NALC.

2.0 ANNUAL SUBSCRIPTION 2019/2020

- 2.1 Attached at Appendix 1 is the letter received from CALC showing the annual subscription fee for 2019/2020 to continue Whitehaven Town Council's membership of NALC/CALC along with a reminder as to the benefits of CALC membership.

3.0 RECOMMENDATION

- 3.1 That the annual subscription fee for continued membership of CALC/NALC be renewed for 2019/2020.



ECM 17/04/2019

Item 4

Appendix 1

Fire and Rescue Service Headquarters
Carleton Avenue
Penrith
Cumbria, CA10 2FA

01768 812663
office@calc.org.uk

April 2019

Mrs Marlene Jewell
Clerk
Whitehaven TC
Whitehaven Town Council, The Civic Hall
Lowther Street
WHITEHAVEN
CA28 7SH

Dear Colleague,

ANNUAL SUBSCRIPTION 2019/20

I would like to thank your Council for its valued membership of the Cumbria Association of Local Councils over the past year. Annual subscriptions to the Association for 2019/20 are now due.

The subscription for your Council is set out slightly differently this year. It was agreed by members at the 2018 AGM that the CALC and NALC portions of the annual subscription fee should be itemised separately. The NALC portion of the fee for 2019/20 is calculated at 6.99p per elector and the CALC portion is calculated in proportion to the square root of your electorate.

For 2019/20 your CALC/NALC subscription fee is: **£1774.19**

(This sum is made up of:
NALC subscription at £1330.34
CALC subscription at £443.85

Please note that a member council cannot be a member of CALC without being a member of NALC and vice versa.

Could you please put this membership subscription request before the next meeting of your Council so that continuation of membership can be authorised for payment? I enclose a note as a reminder of the benefits of CALC membership.

You may pay us by cheque at the address shown at the top of this letter or alternatively pay by BACS as follows: Cumbria Local Councils Association, HSBC, A/C: 31300393, Sort Code: 40-36-10.

It would be very helpful if you would please amend as necessary and return the enclosed form giving contact details for your parish council.

President:

Chairman: Cllr Rick Petecki Chief Officer: Samantha Bagshaw

www.calc.org.uk

I look forward to receiving your Council's subscription.

Kind regards,

A handwritten signature in black ink that reads "Samantha Bagshaw". The signature is written in a cursive style with a small flourish at the end.

Samantha Bagshaw
Chief Officer

Benefits of CALC Membership 2019/20

Purpose of the Association

Cumbria Association of Local Councils is a 'not for profit' organisation set up to deliver a wide range of services and benefits to its members, made up of Parish Meetings and Parish/Town Councils.

CALC is a 'voice' for local councils (parish and town) on Cumbrian decision-making and advisory bodies. Any councils who are CALC members can nominate their councillors to the Executive and be part of this process. CALC has three Parish Liaison Officers who organise District Associations which work hard to ensure that every CALC member can hear from key local officers about issues that are relevant in their parish – both district and county council officers, as well as a range of other speakers attend these meetings held either 3 or 4 times a year. CALC is also represented at a national level at the National Association of Local Councils (NALC) so our views can be reflected in national policy making and lobbying Parliament.

Legal, Procedural and Financial Advisory Service

CALC Membership gives parish councils access to an extensive resource of important operational information, including legal, HR, financial and procedural advice. If your query is of a complex legal nature, membership also gives you access to the **National Association of Local Councils**, which in turn provides a range of essential services including solicitors specifically qualified in parish matters. NALC also has experts in parish finance and procedural matters to call on. However, NALC cannot act on behalf of parish or town councils in legal proceedings, local legal advice has to be obtained in these cases.

Another important aspect of CALC membership is that, via NALC, we are able to provide regular updates in changes to legislation. CALC will break down more complex information so that it is easily understood and will answer any queries that clerks and councillors may have; for example, this year we have supported councils getting to grips with the changes to audit arrangements. We have also supported our members through the introduction of the new General Data Protection Regulation that came into force in May this year. We have also produced guidance and training courses on the changes to pension enrolment. Non-members have to ensure that they read all legislation coming directly from government in order to ensure that their actions and decisions are legally compliant.

Up to date changes via a newsletter, the website and the telephone

Along with changes to legislation, the Association regularly emails clerks with useful information from a range of sources from both within and without the county. CALC also sends out a monthly circular which contains news from the county and beyond from a variety of sources.

The Association is available to discuss issues on the phone and by email. This is particularly useful in times of exceptional situations that occur from time to time. We are always happy to be a sounding board for a clerk or councillor.

The CALC website is a useful tool which we update with relevant information. Members get access to the Members Only restricted area which is a crucial source of information for clerks and

councillors. To this area, we have added a number of 'off the peg' policy templates to allow parishes to easily ensure that they have the necessary documents in place.

The Association also works with the principal authorities (Districts, Boroughs and County) to build good working relationships and improve communication and co-operation between them and the local councils.

Training and Development Programme

Members are kept up to date with training opportunities and are encouraged to attend training whenever possible. CALC provides training for both councillors and chairmen (of both councils and committees). For clerks, we offer a range of training from the very basics through to audit procedures and specific training for the Certificate in Local Council Administration (CiLCA). In addition, we offer a range of specialist courses, including pensions, website development and business planning. Finally, many councils find our bespoke whole council training, tailored to the development needs of your council a very valuable resource. This year we are running a CALC summer conference to encourage members to come and listen to a range of topics relevant to Cumbrian councils.

Employment and Clerks Database

The Association provides a free opportunity to advertise parish vacancies across the county via its website which is well-used. We also advice and support on all aspects of employment issues. We provide a range of resources to assist in the process of appointing clerks, including up to date information on salaries, pensions, and payroll. CALC also maintains an up to date database of all clerks and chairmen in the county.

Local Council Awards Scheme

We are now running the new Local Council Awards Scheme, in conjunction with the National Association of Local Councils.

The Local Council Award Scheme was developed to celebrate the successes of the best local councils, and to provide a framework to support all local councils to meet their full potential. The scheme offers councils the opportunity to show that they meet the standards set by the sector, assessed by their peers, and to put in place the conditions for continued improvement.

Lake District National Park Authority

CALC has a statutory duty to organise the nomination of parish representatives on to the National Park Authority. It fulfils this duty by holding elections and making recommendations to the Secretary of State who makes the appointment. CALC holds parish forum meetings for the parishes within the national park twice a year to discuss issues key to those who live within the park. The Association is also a member of the LDNPA Partnership.

Whitehaven TC

Clerk

Mrs Marlene Jewell
Whitehaven Town Council, The Civic Hall
Lowther Street
WHITEHAVEN
CA28 7SH

Daytime Telephone: 01946 67366 Evening Telephone:

Email Address: clerk@whitehaventowncouncil.co.uk

Website: <http://www.whitehaventowncouncil.co.uk/>

Chairman

Daytime Telephone:
Evening Telephone:

Email Address:

Councillors

We hold some Councillors email addresses, please could you let us know if there have been any changes in the past year.

Parish Council Meetings

It helps with organising district association and other meetings if we know when parish councils meet. Please can you indicate your meeting frequency below, e.g. first Thursday in month.

.....

INSURANCE POLICY RENEWAL

To inform the Council of the Renewal Documents received from the Council's Insurers (Zurich Municipal) and that the recommendation at paragraph 2.1 be approved.

1.0 INTRODUCTION

- 1.1 Members will be aware that the Town Council is insured by Zurich Municipal. The insurance policy is due for renewal on 22nd May 2019.
- 1.2 The Council entered into a long term agreement with Zurich Municipal in return for discounted rates (in 2017 it was agreed that the Council would enter into an agreement with Zurich for five years – Minute 665/17 refers). This effectively means that the Council is committed to renew the policy.

2.0 RENEWAL PREMIUM

- 2.1 A renewal proposal has been submitted by Zurich shown at Appendix 1 giving a renewal premium of £2, 453.94 for the period 22nd May 2019 to 21st May 2020.
- 2.2 Attached at Appendix 1 is the Policy Schedule which contains details of all items insured. At the time of writing we are awaiting a revised insurance premium figure as all the new planters, hanging baskets, seats, barrier baskets and additional litter bins need to be included in the schedule of items insured. The revised figure will be reported to the Council meeting.

2.0 RECOMMENDATION

- 2.1 That the insurance policy with Zurich be renewed for the period 22nd May 2019 to 21st May 2020 at the revised policy premium.

**ZURICH**[®]
MUNICIPAL

Mrs Marlene Jewell
Whitehaven Town Council
Whitehaven Civic Hall
Lowther Street
Whitehaven
Cumbria
CA28 7SH

Local Council Policy Schedule

This insurance policy, which meets your demands and needs, has been based on the latest information obtained from you. The Policy, the Policy Schedule, any Certificates of Insurance and Endorsements form one document and should be read together. This Schedule replaces any previous Schedule.

Policy Number	YLL-2720446703
Insured	Whitehaven Town Council
Business	Parish / Town Council
Period of Insurance	
From	22 nd May 2019
To	21 st May 2020
and any other period for which cover has been agreed.	
Renewal Premium	£ 2,453.94
Premiums are inclusive of Insurance Premium Tax and/or VAT as appropriate.	
Schedule Number	61739060
Long term agreement active until	22 nd May 2022
Preparation Date	27 th March 2019
Prepared by	Mr Tom Maidens



Policy Cover Declaration:

You, the Insured, are not aware of any known losses or events that could give rise to a claim, or circumstances that would be prejudicial to us, the Insurer, should the basis of cover on the below given insurance product (s) be changed.

This is important information, please read it carefully and check that the facts given about you are correct and that we have included all the covers that you require. We are unable to give you advice so it is your responsibility to check the cover is correct for your organisation.

Important information

Taking reasonable care

We require that you take reasonable care in managing your activities. Where appropriate this requires you to do the following:

- Keep written risk assessments for your key activities
- Keep written records of your staff and volunteer training. For example, manual handling training, or for use of tools and machinery
- Abide by any rules, guidelines or advice that is given to you by any relevant authority, such as a Local Authority, or the Health and Safety Executive

We want you to be confident about your insurance and understand what is required of you. Please contact us if you have any questions relating to the above.

Lines of Cover applying

PART C – All Risks

Table Headings

Contents (a)	Furniture, fixtures, fittings and tenants improvements
Contents (b)	Other Contents and consumable stock not specified below including printed books and unused stationery
Contents (c)	Computer Equipment, other office equipment and sports equipment
Contents (d)	Televisions, audio-visual and photographic equipment (excluding videos), beer, wine, spirits, tools and gardening equipment
Contents (e)	Tobacco
Contents (f)	Camcorders, videos and gaming machines
Contents (g)	Civic Regalia

Additional Items:

Where no premises address is shown, the item is not based at one location and cover is provided anywhere within the **territorial limits**.

Item Description	Sum Insured	Excess
Ceremonial Pendant	£38,960.07	£250
Cast-Iron Whitehaven Road Sign	£541.11	£250
Christmas Lights	£13,203.13	£250
Christmas Lights	£3,246.67	£250
Office Computer Equipment & Furniture	£21,430.18	£100
Bins	£13,497.12	£100
Royal British Legion Silent Soldier Silhouettes	£515.00	£100
Lowther Seats	£5,150.00	£100
Large flower barrels	£1,030.00	£100
Loaned Civic Regalia -18ct yellow gold ceremonial collar, Lady's Jewel pendant, oval belcher chain, Mayoral Robe, Past Mayors Medal and further Medal	£99,693.40	£100

The excess stated applies to each and every loss.

Operative Endorsements: 1, 2, 3 & 7 (see pages 35 - 37)

PART D – Money

	Limit any one loss
1. Loss of Non-Negotiable money in the situations specified in items 2(a), 2(b), 2(c)(i) and 2(c)(ii):	£250,000
2. Loss of other money :	
(a) in transit in the custody of any member or employee or in transit by registered post (limit £250), or in a Bank Night Safe	£5,000
(b) in the private residence of any member or employee	£500
(c) in the premises	
(i) in the custody of or under the actual supervision of any member or employee	£5,000
(ii) in locked safes or strongrooms	£5,000
(iii) in locked receptacles other than safes or strongrooms	£250

Excess: £50 each and every loss

Personal Accident Assault Limits: Stated in Section 3(c) (*see page 38*)

Operative Endorsements:

'In respect of **Section 1 – Special Definitions**, the definition of Person Insured is extended to include any person between the ages of 16 and 90.'

PART E – Public Liability

Limit of Indemnity: £12,000,000

Excess: £100 each and every claim in respect of Section 2(d)(ii)

Operative Endorsements:

1. Environmental Clean Up Costs. The following Special Definitions are added to Section 1:

Clean Up Costs

- a) Testing for or monitoring of Pollution or Contamination
- b) the costs of Remediation required by any Enforcing Authority to a standard reasonably achievable by the methods available at the time that such Remediation commences.

Remediation

Remedying the effects of Pollution or Contamination including primary, complementary and compensatory actions as specified in the Environmental Damage (Prevention and Remediation) Regulations 2009.

Enforcing Authority

Any government or statutory authority or body implementing or enforcing environmental protection legislation within the territorial limits.

Cover

With effect from 01 July 2009 or the inception of the policy if later, the **insurer** will indemnify the **insured** in respect of all sums including statutory debts that the **insured** is legally liable to pay in respect of Clean Up Costs arising from environmental damage caused by Pollution or Contamination where such liability arises under an environmental directive, statute or statutory instrument.

Provided always that:

- a) liability arises from Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident which takes place in its entirety at a specific time and place during the Period of Insurance. All Pollution or Contamination which arises out of one incident shall be deemed to have occurred at the same time such incident takes place
- b) the **insurer's** liability under this Extension shall not exceed £1,000,000 for any one occurrence and in the aggregate in any one Period of Insurance and will be the maximum the insurer will pay inclusive all costs and expenses. This limit will form part of and not be in addition to the Limit of Indemnity stated in the Schedule
- c) immediate loss prevention or salvage action is taken and the appropriate authorities are notified

Exclusions

The insurer shall be under no liability:

1. in respect of Clean up Costs for **damage** to the **Insured's** land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
2. for **damage** connected with pre-existing contaminated property
3. for **damage** caused by a succession of several events where such individual event would not warrant immediate action
4. in respect of removal of any risk of an adverse effect on human health on the Insured's land, premises, watercourse or body of water whether owned, leased, hired, tenanted or otherwise in the **insured's** care, custody or control
5. in respect of costs in achieving an improvement or alteration in the condition of the land, atmosphere or any watercourse or body of water beyond that required under any relevant and applicable law or statutory enactment at the time Remediation commences
6. in respect of costs for prevention of imminent threat of environmental damage where such costs are incurred without there being Pollution or Contamination caused by a sudden, identifiable, unintended and unexpected incident
7. for **damage** resulting from an alteration to subterranean stores of groundwater or to flow patterns
8. in respect of costs for the reinstatement or reintroduction of flora or fauna
9. for **damage** caused deliberately or intentionally by the **insured** or where they have knowingly deviated from environmental protection rulings or where the **insured** has knowingly omitted to inspect, maintain or perform necessary repairs to plant or machinery for which they are responsible
10. in respect of fines or penalties of any kind
11. for **damage** caused by the ownership or operation on behalf of the **insured** of any mining operations or storage, treatment or disposal of waste or waste products other than caused by composting, purification or pre-treatment of waste water
12. for **damage** which is covered by a more specific insurance policy
13. for **damage** caused by persons aware of the defectiveness or harmfulness of products they have placed on the market or works or other services they have performed
14. for **damage** caused by disease in animals belonging to or kept or sold by the **insured**.

2. Section 14 – Exclusion 2 b) is amended to read as:

exemplary or punitive damages awarded by any Court of Law outside the **territorial limits**.

5. **Officials Indemnity**

Section 3 – Financial Loss

For the purposes of this Section, **employee** is held to include **member**

PART G – Employers Liability

Limit of Indemnity:

£10,000,000

Operative Endorsements:



PART H – Libel and Slander

Sum Insured

£250,000

Excess: 10% each and every claim or £1,000 whichever is the lower

PART N – Fidelity Guarantee

Persons Guaranteed:	Sum Insured
All members and employees	£250,000

Excess: £100 each and every loss

PART O – Personal Accident

Cover is limited to £500,000 any one person and £2,000,000 any one incident.

Persons Insured:

Employees

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Volunteers

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Directors/Councillors

Capital Sum	£50,000.00
Weekly Sum	£200.00
Cover	Sections 2 and 3 - Accident and Assault Cover

Operative Endorsement:

Special Condition 4 of Section 5 is inoperative provided always that the **insurer** will not make any payment of any benefit or in respect of any expense or loss arising from any Person Insured who has attained the age of 90 years unless such expense or loss arises during the period of insurance during which the Person Insured attains the age of 90

PART P – Legal Expenses

The Claims Handling Agent is DAS Legal Expenses Insurance Company Limited.

Section:

3. Employment Disputes and Compensation Awards	
(A) Employment Disputes	Operative
(B) Compensation Awards	Operative
4. Legal Defence	Operative
5. Property Protection and Bodily Injury	
(A) Property Protection	Operative
(B) Bodily Injury	Operative
6. Tax Protection	Operative
7. Contract Disputes	Not Operative
8. Statutory Licence Protection	Operative
Limit of Indemnity:	£100,000

The following is also operative: EPL Extension
Section 2 (c) shall read:

(c) in civil claims other than claims under Section 3 it is always more likely than not that a Person Insured will recover damages (or obtain any other legal remedy which the **insurer** has agreed) or make a successful defence.

Provisos (i) (1), (i) (2) and (ii) to Section 3 (B) are deleted.

General Notes

1. Fair presentation of the risk

You must make a fair presentation of the risk to us at inception, renewal and variation of your policy. This means that we must be told about all facts and circumstances which may be material to the risks covered by the policy and that you must not make a misrepresentation to us about any material facts. As part of your duty of fair presentation, you must ensure that the information detailed within the schedule is correct and complete. A material fact is one which would influence the acceptance or assessment of the risk. If you have any doubt about facts considered material, it is in your interests to disclose them to us.

Failure to make a fair presentation of the risk could result in the policy either being avoided, written on different terms or a higher premium being charged, depending on the circumstances surrounding the failure to present the risk fairly.

This policy is compliant with the principles of the Insurance Act 2015 law reforms. It also incorporates an 'opt out' which has the aim to promote good customer outcomes. We have opted-out of the 'proportionate reduction of claim remedy' available to insurers under the Insurance Act 2015. This means that in cases of non-disclosure or misrepresentation which are neither deliberate nor reckless, if we would have charged an additional premium had we known the relevant facts, we will charge that premium and pay any claims in full rather than reducing claims payments in proportion to the amount of premium that would have been charged.

We believe that our 'additional premium approach' should, in most situations, be more favourable to our customers when compared to the proportionate reduction of claim remedy. Our additional premium approach does not affect our right to apply the other remedies available under the Act for non-disclosure or misrepresentation.

2. Cancellation

All insurance policies run for a fixed period of time. The Insured can terminate an insurance contract verbally or in writing at any time. No refund will legally be due for any unused period of cover outside of the 'cooling off period' for consumer customers or following initiation for organisations and businesses. The Insurer may cancel the policy by giving 30 days' notice in writing. In such an event the insured will be entitled to a return of premium in respect of the unexpired portion of the period of insurance.

3. Bonus and fee structure

Employees and businesses who work for ZIP UK are remunerated in various different ways for selling insurance contracts. Employees receive a basic salary and also receive a bonus based on a number of factors, including the achievement of sales and quality targets. Businesses which work for the insurer on an outsourced basis receive a fee and also additional payments based on a number of factors, including the achievement of sales and quality targets.

Claims Contact Information

If you need advice on a claim, it is important that you speak to the appropriate specialist. Claims specialists are available to discuss your cover and advise you on how to make a claim. Their contact details are:

Line of cover	Claims team	Claims contact details	
Buildings, Contents including All Risk Items	Property Claims	Tel:	01252 387 249 (out of hours Emergency: 0800 028 0336)
Business Interruption		Email:	farnboroughpropertyclaims@uk.zurich.com
Money		Address:	Zurich Property Claims, PO Box 3303, Interface Business Park, Swindon, SN4 8WF
Works In Progress			
Public Liability	Liability Claims	Tel:	0800 917 7207
Employers Liability		Email:	farnboroughnewliabilityclaims@uk.zurich.com
Personal Assault under Money		Address:	Zurich Municipal, Casualty Claims, Zurich House, PO Box 314, 2 Gladiator Way, Farnborough, GU14 6GB
Personal Accident			
Professional Negligence			
Hirers Liability			
Fidelity Guarantee			
Libel and Slander			
Plant Protection			
Engineering – Deterioration of Stock			
Business Travel			
Motor		Motor Claims	Tel:
		Email:	zmnewmotorclaims@uk.zurich.com
		Address:	Zurich Municipal Motor Claims, PO Box 3322, Interface Business Park, Swindon, SN4 8XW
Legal Expenses	DAS Legal Claims	Tel:	0117 934 2116

General claims procedure

This is a description of the general claims procedure you will need to follow:

1. Contact the relevant claims office, to notify the claim
2. If necessary, a claim form will be sent out to you for completion, or you will be asked to send details in writing
3. In the event of uncertainty, please call the relevant office for guidance.
4. Out of hours/Emergency Property losses - please contact 0800 028 0336

Track open claims on-line at: <http://www.zurich.co.uk/municipal/customerbenefits/register.htm>



Zurich Municipal

Zurich Municipal is a trading name of Zurich Insurance PLC.

A public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland.

UK Branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance PLC is authorised by the Central Bank of Ireland and subject to limited regulation by the Financial Conduct Authority. Details about the extent of our regulation by the Financial Conduct Authority are available from us on request. These details can be checked on the FCA's Financial Services Register via their website www.fca.org.uk or by contacting them on 0800 111 6768. Our FCA Firm Reference Number is 203093.

Communications may be monitored or recorded to improve our service and for security and regulatory purposes.

© Copyright – Zurich Insurance PLC. All rights reserved. Reproduction, adaptation, or translation without prior written permission is prohibited except as allowed under copyright laws.

Ashtrays on Litter Bins

Purpose of the Report

Members are asked to consider whether to have the Glasdon Jubilee Bins in Whitehaven Town Centre fitted with ashtrays and to authorise the expenditure incurred.

1.0 INTRODUCTION

- 1.1 Members agreed to purchase 36 Glasdon Jubilee litter bins which featured a stubber plate on the top of each one for the extinguishing of cigarette butts, minute ref 799/17 (i) refers.

2.0 PRESENT SITUATION

- 2.1 It was originally thought that the stubber plate would be sufficient for the Town's requirements and that the public would extinguish their cigarettes on the stubber plate and then dispose of the butts into the bin.
- 2.2 The issue of cigarette butts being left on the top of the bins was raised at a recent joint meeting with Copeland Borough Council, where it had been reported that Whitehaven Town Council's Ranger had been cleaning the bins of the detritus twice weekly as part of his duties and that the Town Council had made enquiries with Glasdon's to see if ashtrays could be installed.
- 2.3 Attached at Appendix 1 is a quote received from Glasdon for 36 ashtrays and labour/subsistence costs for Glasdon employees based on 2 days work totalling £3189.32 + VAT.

3.0 RECOMMENDATION

- 3.1 That 36 Litter Bin Ashtrays are purchased and the labour/subsistence costs for Glasdon employees based on 2 day's work totalling £3189.32 + VAT is approved.

Vanessa Gorley
 Whitehaven Town Council
 Room 3 Civic Hall,
 Lowther Street
 Whitehaven
 Cumbria
 CA28 7SH

 26/03/2019
 EQ70008981

 Telephone: 01253 600415
 Email: alison.bradley@glasdon-uk.co.uk

Account Code: 590004363

	Qty	Unit Price	Total Price
Glasdon Jubilee 110 Litter Bin Ashtray Glasdon Jubilee 110 Litter Bin Ashtray in Gold or Gun Metal Grey to be retrofitted to an existing bin.	36	£66.37	£2,389.32
Labour and Subsistence Cost Labour of Glasdon Employees to retrofit 36 Ashtrays to the Glasdon Jubilee Litter Bins. Price based on two days labour.	1	£800.00	£800.00

**Please note we require a map showing the locations of all 36 Litter Bins so we know which bins to work on.

(Images shown are examples only, your final product will vary depending on specification)

All details will remain firm until 25/04/2019

Delivery to be confirmed upon receipt of order.

Please refer to the **Conditions of Sale**.

Carriage to
CUMBRIA £0.00

Total
(excluding VAT) **£3,189.32**

[Click here to proceed with this quote using a credit card or by paying on account](#)

Company Reviews

As part of Glasdon's commitment to exceptional customer service, as well as our responsibilities as an ISO9001 certified company, we invite customers to complete a Customer Satisfaction review.

We ask customers to rate our performance on a scale of 1-5: how we handled their initial enquiry, delivery performance, product quality, after sales service and overall satisfaction with the process.

[Please read some of our reviews here...](#)

Brochures



Our Products

Follow us on:



www.glasdon.com

ANNIVERSARY
1959-2019 **60** YEARS

Glasdon UK Limited, Preston New Road, Blackpool, Lancashire, FY4 4UL

RENEWAL OF LEASE FOR ROOM 3 WHITEHAVEN CIVIC HALL

To inform the Council of the renewal terms for a new Lease for Room 3 at Whitehaven Civic Hall and that the recommendation at 3.1 be approved.

1.0 INTRODUCTION

- 1.1 Members will be aware that the Town Council entered into a Lease with Copeland Borough Council for Room 3 at Whitehaven Civic Hall. The terms of this Lease were as follows:-
- Three years from 1st April 2016
 - Rent of £1500 per annum
 - Service charge of £785 per annum exc VAT
 - 2.4% of the Landlord's costs of insuring the building (currently £109)
 - 2.4% of the total energy costs incurred by the Landlord.
- 1.2 The Lease expired on 31st March 2019 and Copeland Borough Council have now sent terms and conditions for a new Lease of Room 3.

2.0 TERMS AND CONDITIONS FOR A NEW LEASE OF ROOM 3

- 2.1 The terms and conditions for the new Lease of Room 3 are shown at Appendix 1. The current rent and service charges have been increased to take inflation into account. The Lease is for a period of 1 year and ties in with the expiry dates of the Leases of the other tenants in the Whitehaven Civic Hall. All other terms and conditions contained in the original Lease remain the same.

3.0 RECOMMENDATION

- 3.1 It is recommended that a new Lease be entered into on the terms and conditions shown at Appendix 1

ECM 17/4/19
ITEM 7

Whitehaven Town Council

From: Frank Blenkarn <Frank.Blenkarn@copeland.gov.uk>
Sent: 04 April 2019 13:53
To: Whitehaven Town Council
Subject: New Lease Office 3, First Floor Civic Hall To Whitehaven Town Council , Without Prejudice and Subject To agreement

APPENDIX 1

Marlene,

Further to my recent inspection and our discussion, I set out below proposed main terms and conditions for a new lease, the existing agreement having terminated on 31st March. As indicated the Council has decided to time restrict any new leases to the various tenants in the Civic Hall to May 2020 in view of the need to consider options for the future of the building. For practicable reasons I have set out terms for a 1 year lease terminating on 31st March 2020, it may be possible to extend this slightly bearing in mind the May deadline, let me know what you think. I understand that this timescale should roughly coincide with your planned relocation to the former Whitehaven News building.

As mentioned the current rent and service charges have been uplifted slightly to take into account inflation

Term

1 year from 1st April 2019 to 31st March 2020

Rent

£ 1,650 (One Thousand Six Hundred and Fifty Pounds) per annum.

Accommodation

As per the original lease dated 15th April 2016

Advance Service Charge

£860 (eight hundred and sixty pounds) per annum.

Base Service Charge Cap

£860 (eight hundred and sixty pounds) per annum.

Service Charge Cap Review Date

On the basis that a 1 year lease is agreed there is no need for any further review as part of this agreement.

Energy Costs/Insurance Recharges

As per the existing lease the Town Council will pay 2.4% of the total energy/insurance costs incurred by the Landlord.

Break Clause

Due to the short term nature of the proposed new lease there will be no provisions for a tenants break clause

Security Of Tenure

As per the existing lease Sections 24-28 of the landlord and tenant act 1954 will be excluded from the new tenancy.

Costs

Each party to bear their own costs in connection with the new lease.

Remaining Terms

The other terms are essentially those which are set out in the lease dated 15th April 2016

If you can confirm that the above terms are agreed as soon as possible I will instruct the Council's solicitor to draft a new lease.

Regards

Frank

Frank Blenkarn BSc MRICS
Property Consultant (part –time)
Property Services
Copeland Borough Council
Copeland Centre
Catherine Street
Whitehaven
CA28 7SJ

Tel 01946 598490

Mob 07384 625634

Copeland - the best place to live in Cumbria This email is confidential and is for the attention of the addressee only. Copeland Borough Council accept no responsibility for information, errors or omissions contained in it. We make every effort to keep our network free from viruses. You should independently check this e-mail and any attachments for viruses, as we can take no responsibility for any computer viruses that might be transferred by way of this e-mail.