



# Wickham and Knowle Parish Council

## General Purposes Committee

**(Chair** Cllr Sandy Phillips-Lee **Members:** Cllr Sheila Chambers, Cllr David Evans, Cllr Leah Greenbank, Cllr Kathryn Holladay, Cllr Nic Holladay, Cllr Craig Manuel, Cllr Ben Sawyers

Dear Committee Members

I hereby give you notice that a meeting of the **General Purposes Committee** will be held at **Knowle Village Hall, PO17 5GR on Thursday 23<sup>rd</sup> January 2025 at 7:00pm**. All members of the Committee are hereby summoned to attend for the purpose of considering and resolving the business to be transacted at the meeting as set out below.

*The meeting will be open to the public unless the Council directs otherwise. Meeting Papers are available on request from the Clerk, except where classified confidential.*

Agenda item	Title	Lead	Page
1.	To receive apologies for absence	Chair	-
2.	To receive declarations of interest on agenda items	Chair	-
3.	Public Session	Chair	-
4.	To approve the minutes of the meeting held on 10 <sup>th</sup> October 2024	Chair	3-5
5.	To receive an update from the Clerk on matters arising	Clerk	6
6.	To receive an update on the adoption of the red telephone box in Wickham Square	Clerk	6-19
7.	To receive an update on the Shell roundabout project and approve a quote for gardening services to apply for the maintenance licence	Clerk	20-22
8.	To discuss arrangements for the replacement noticeboard in Mayles Lane, Knowle	Clerk	23
9.	To review the Christmas 2024 plans in both Wickham and Knowle	Chair	23
10.	To agree a donation to the National Firefighter's Charity for volunteer work carried out for the two Christmas trees	Chair	23
11.	To receive an update on the Wickham Emergency Plan	Cllr K Holladay	24
12.	To discuss arrangements for the VE 80 event on 8 <sup>th</sup> May 2025	Chair	25
13.	To consider purchasing a flagpole for Knowle Village Green for VE 80 event and to help mark future events	Chair	25
14.	To discuss arrangements for the Parish Assembly on 22 <sup>nd</sup> May 2025	Chair	25
15.	To agree an official date for the Parish Assembly each year for future bookings at Wickham Community Centre	Chair	25
16.	To discuss arrangements for the Wickham Horse Fair on 20 <sup>th</sup> May 2025	Clerk	26
17.	To recommend to Full Council to proceed with new .gov.uk domain website and new email addresses to also incorporate Knowle	Clerk	27-28



## Wickham and Knowle Parish Council

18.	To discuss hiring a Parish Accredited Community Safety Officer (ACSO) and agree any recommendations to be considered by HR Committee and Full Council	Clerk	29-31
19.	Recent correspondence/ reports from meetings attended of relevance to this Committee	Clerk	-

**Sophie Thorogood**  
**Clerk and RFO to Wickham and Knowle Parish Council**  
**clerk@wickhamparishcouncil.org**  
**19<sup>th</sup> January 2025**



# Wickham and Knowle Parish Council

## General Purposes Committee

Minutes of the General Purposes Committee held at Knowle Village Hall, Thursday 10<sup>th</sup> October 2024 at 7:50pm

**Committee members present:** Cllr Phillips-Lee (Chair), Cllr Chambers, Cllr Evans, Cllr Greenbank, Cllr K Holladay, Cllr N Holladay, Cllr Manuel, Cllr Sawyers

**In Attendance:** Sophie Thorogood, Parish Clerk & RFO

**Members of Public:** none

- 1. Apologies for absence:** None
- 2. Declarations of interest on agenda items:** Cllr Sawyers declared an interest in item 7 as a member of the Chamber of Trade. Cllr Greenbank declared an interest in item 7 as a member of Team Wickham.
- 3. Public Session:** no comments or questions
- 4. Minutes of the meeting held on the 20<sup>th</sup> June 2024**  
**RESOLVED:** Minutes of the meeting having been circulated were approved and signed by the Chair, as proposed by Cllr N Holladay, seconded by Cllr Manuel and carried.
- 5. Update from Clerk**  
The Clerk's report had been circulated prior to the meeting. Report noted.
- 6. Red telephone box in Wickham Square:** Cllr K Holladay gave an update on this project which she has been working on for more than a year. The Council was notified end of September that BT are happy to consider selling the telephone box to the Parish Council for the price of £1 inc. VAT.

WCC want to be notified when the adoption goes through, and the Parish Council would also have to notify emergency services there is no longer a telephone inside.

Electrical connections to the light and the telephone box need to be checked if the Parish Council wishes to continue to have a light inside the box.

Cllr Manuel and Cllr Phillips-Lee to sign the contract once the Parish Council receives the legal advice.

**ACTION:** The Clerk to seek legal advice from Hampshire Legal Services for reviewing the BT contract before it is signed.

**RESOLVED:** To recommend to Full Council to adopt the red telephone box in Wickham Square and turn into a book & game swap once the renovation completed, as proposed by Cllr Manuel, seconded by Cllr N Holladay and carried.



# Wickham and Knowle Parish Council

## 7. Christmas plans in both villages

Wickham Christmas Cracker plans for the light switch on for 16<sup>th</sup> November are progressing well. The grant of a maximum £5,500 was agreed by Full Council in September. The Chamber of Trade are granting £1,000 to the event too and small businesses are sponsoring parts of the event.

Knowle carol service is planned for 8<sup>th</sup> December and is being organised by the Knowle Resident's Association, with the Parish Council arranging the Christmas tree and lights in South Square. There is a budget of £3,000 for Knowle Christmas event.

Through a contact in Wickham, a quote for 2 Christmas trees for both villages had been provided for £1,000 inc. VAT and delivery. The quote for trees from the company used in previous years was much higher. Discussions were held between the Committee whether it is worth risking a new supplier for quality of trees.

**RESOLVED: To approve a quote from Burcot Farm Christmas trees for £1,000 inc VAT and delivery for 2 Christmas trees, as proposed by N Holladay, seconded by Cllr Evans and carried with Cllr Manuel voting against.**

8. **Knowle History Boards:** The organiser was unable to attend the meeting but had given a verbal update to the Clerk to pass on. The original £5,000 budget approved for the history boards is sufficient. The first board is in progress and is being reviewed. The organiser confirmed that no support is needed from the Parish Council other than financial support for the project.

9. **VE80 event 8<sup>th</sup> May 2025:** The information booklet from the official site had been circulated with the document pack. Cllr Phillips-Lee feels the Council should be part of the celebrations, the most important part being the flag raising at 9am on the day itself. A suggestion was made to combine the Parish Assembly and the VE 80 event on 8<sup>th</sup> May but it was decided this would not work with timings.

Cllr Phillips-Lee and Cllr Evans volunteered to be part of a working party. ACTION: Clerk to set up a dedicated email address to help organise the working party.

**RESOLVED: To recommend to Full Council to support the VE80 event on 8<sup>th</sup> May 2025 and allocate a budget of £5,000 towards the costs, as proposed by Cllr N Holladay, seconded by Cllr Phillips-Lee and carried.**

10. **New noticeboards in Mayles Lane, Knowle:** 3 quotes for a 2 door oak noticeboard had been circulated with the document pack

Fitzpatrick Woolmer – £2,131 ex VAT

Greenbarnes - £1,987 ex VAT

Parish Noticeboards – £1,890 ex VAT

**RESOLVED: To recommend to Full Council to purchase a 2 door noticeboard from Parish Noticeboards at a cost of £1,890**

**ACTION:** Clerk to place order after Full Council approval in December and seek quotes for installation costs.



# Wickham and Knowle Parish Council

**11. Wickham Shell roundabout:** Now it has been confirmed that HCC will not allow the Parish Council to adopt the roundabout, only to apply for a licence to maintain, the Council needs to proceed with this option, should the GP Committee discussions support this.

The Council had been approached by an Estates and Will Planning company to offer sponsorship on the roundabout. The Committee discussed this proposal and preferred to instead offer sponsorship to a garden centre.

**RESOLVED: To recommend to Full Council to apply to HCC for a licence to maintain the Shell roundabout, as proposed by Cllr N Holladay, seconded by Cllr K Holladay and carried.**

**ACTION:** Clerk to seek other sponsorship opportunities such as Park Place Farm and Nursery.

**12. Review of arrangements for planting in both villages:** The Committee were happy to continue with previous arrangements with Park Place Farm and Nursery.

**13. Wickham Emergency Plan**

Cllr K Holladay will be attending a NALC Mastering Emergency Planning event on 23<sup>rd</sup> October. The Knowle Emergency Plan has been shared as a basis on which to start working on the Wickham plan. Updates to be provided at a future Committee meeting.

**14. Future Committee meeting dates:** It was agreed not to hold the scheduled November GP Committee meeting and wait until January with the new meeting schedule.

**15. Arrangements for the Wickham Parish Magazine articles:** Cllr K Holladay to continue to write the draft article, for the Clerk and Cllr Manuel to edit and submit. This arrangement has been working well.

**16. Wickham in Bloom:** The Council would like to support this organisation but until they are a properly constituted group, it will be difficult to decide how best to support them.

**17. Remembrance Sunday arrangements:** On 2<sup>nd</sup> November there is a service to lay crosses at the bed opposite St Nicolas Church. On 10<sup>th</sup> November, Cllr Manuel will lay a Parish Council wreath at the Knowle service, Cllr K Holladay will lay a Parish Council wreath at the Wickham Service.

**18. Relevant Correspondence/Meetings**

18.1 - The Clerk has received complaints about the bin placed at Barbastelle Walk play area as it is being used by another resident to throw away their takeaway rubbish from their car. The bin also opens out into the car park which means when cars parked, it can often not be emptied. **ACTION:** Clerk to ask Grounds Contractor to turn bin 180 degrees initially to see if more regular bin emptying will help the issue.

18.2 – request for benches in Wickham Square – this is WCC responsibility so the request would have to be sent to them to consider.

Meeting Closed, 9:30pm

Signed.....

Date.....

## **General Purposes Committee meeting – 23<sup>rd</sup> January 2025**

### **Agenda Item 5 -**

#### **To receive an update from the Clerk on matters arising**

For items not covered under agenda items - The Wickham flagpole topper was damaged when the flagpole was removed in the winter. The Clerk to liaise with CJ Hoare to buy a replacement in time for Spring.

The Tennis Club invoicing is completely up to date and a new invoicing routine has been implemented to ensure no invoicing delays in the future. The Policy & Finance Committee will supervise rent review each year, the Recreation Committee will supervise the agreement on non-financial matters and oversee maintenance issues of the courts and clubhouse. The Tennis Club issues will no longer fall under GP Committee agenda.

The bin at Barbastelle Walk play area was turned 180 degrees; no further complaints have been received since. The Clerk to monitor the waste situation.

### **Agenda Item 6 -**

#### **To receive an update on the adoption of the red telephone box in Wickham Square**

Hampshire Legal Services have completed their review of the contract as requested; the report is attached to this document. The contract is ready to be signed by Cllr Manuel and Cllr Phillips-Lee.

The Clerk is meeting with a contractor who has been involved in a successful renovation of another red telephone box on Thursday 23<sup>rd</sup> January and will provide a verbal update during the Committee meeting.

To save any concerns over on-going electricity supply to the box, it has been suggested to disconnect the supply and instead light the inside by means of a solar-powered light on the top of the box or via battery powered touch lights.

## **Hampshire Legal Services note – review of Telephone Kiosk Agreement December 2024**

**Clause 1 Definitions:** “Purpose” will need to be completed to set out the what the future intention for the kiosk is.

In this contract, the “Purpose” is referred to in relation to the application for planning consent, although this may not be relevant for this contract as you may not have any intentions for the kiosk that require planning consent. However, for the avoidance of doubt and for future records, you may wish to include a brief description of what you will be using the kiosk for.

**Clause 3:** Clause 3.2 states that the Price payable by the Parish Council to BT for the phone box is £1, payable on the date of the Agreement (i.e. once it is fully signed).

Clause 3.4: Please note that you are buying the kiosk as it is, and that BT is under no obligation to repair or otherwise adjust it. Please ensure that you are comfortable to accept the phone box in its current condition.

**Clause 4:** As the Goods refer to a kiosk, BT will not be able “deliver” the goods to a location as the kiosk is in a fixed place. As such, please ensure that you are happy with the quality and condition of the kiosk in its current state prior to signing this Agreement and confirming acceptance of the kiosk – this may require physical inspection to ensure that the kiosk meets your expectations and requirements.

As part of this Agreement, BT will be decommissioning the kiosk of its payphone and telecommunications facilities and will provide to you the Notice to Complete once they have completed such decommissioning works (and therefore when the kiosk is ready to be transferred to the Parish Council).

**Clause 5:** following acceptance of the kiosk, the Parish Council will be responsible for all maintenance and repair of the kiosk in accordance with statutory guidelines and regulations as the new owner of the kiosk. This is a standard provision but please ensure that you comply with this ongoing.

Clause 5.2: Please note that the kiosk may have been painted with paint containing lead, and ensure that the necessary health and safety measures are followed with the removal or maintenance of the paint.

Clause 5.3 states that BT waives any liabilities regarding the quality and standard of the light fitting that is currently included in the kiosk, and that it is your responsibility if you wish to upgrade the light fitting. BT also state in paragraph (b) that a “NICEIC”



registered electrician should be appointed to review the installation of a new light fitting, so please ensure that a suitable electrician is used to ensure the light fitting is upgraded properly.

Additionally, clause 5.4 states that you will be protecting BT from any loss they suffer in relation to any of your parish council's obligations under clauses 5.1, 5.2 and 5.3 above. Please consider if you are commercially comfortable to accept this, taking into consideration any risks involved with the maintenance, ownership and light fitting.

Clause 5.5(i): BT will not provide any form of telephony services to the kiosk, except that it may be agreed to have the provision of electricity supply (at BT's cost) for the operation of an 8-watt lightbulb. Is this something that you wish to receive from BT? If so, this will need to be agreed with BT, as the Schedule only references the kiosk itself. Please note that clause 5.5(ii) prohibits connecting any equipment to the power supply provided by BT without BT's written agreement.

Please note that Clause 5.5(iv) states that BT does not actively monitor the electricity supply to the kiosk, so it will be the Parish Council's responsibility to ensure that the electricity is being supplied to the equipment.

Please also note that clause 5.8 permits BT to go into the kiosk to disconnect the electricity supply as previously described, at their own cost and they will make good any damage they cause, to your satisfaction. You may be willing to accept this as their right is limited to the reason for disconnecting the electricity supply.

Clause 5.5(iii) sets out that you will need written permission from BT to connect a defibrillator to the kiosk, and that the defibrillator will need to meet the standards set out in this clause. While this may not be relevant for its current use, you may wish to bear this in mind for future possible use.

Clause 5.5(vi) states that you will protect BT for any losses or damages BT may incur as a result of third party claims in relation to your breaches of the obligations under this clause. Please consider if you are willing to take on this commercial risk, taking into consideration the possible issues that could arise under these obligations and the likelihood of an issue arising.

Clause 5.6 sets out further obligations on your Parish Council:

1. display a sign that the kiosk belongs to and is the responsibility of the Parish Council, and does not contain a BT payphone or connects to BT's network.
2. take reasonable steps to inform the public that the kiosk no longer contains a phone or the associated wiring.
3. Apply for planning permission and other consents if required, and comply with the conditions of the permission etc.
4. Not sell the kiosk to a competitor of BT, or request a competitor of BT to install communication apparatus.
5. notify the emergency services that the kiosk is now owned by the Parish Council.



6. Not connect to BT's electricity supply with BT's prior agreement.

Please ensure that you comply with and complete these obligations.

**Clause 6:** please note that BT seeks to exclude as many warranties and implied conditions relating to the quality, condition or purpose of the kiosk as far as legally possible, meaning that BT do not warrant or represent that the kiosk is fit for any particular purpose, is in a good state of repair or does not suffer any apparent or latent defects. The Parish Council will take ownership of the kiosk subject to any defects, so please ensure that you inspect and confirm for your own comfort and acceptance the quality of the kiosk prior to entering into this Agreement.

Clause 6.5 states that BT may supply the kiosk manual on request, so you may wish to request the maintenance manual or other documents from BT to assist you wish maintaining the kiosk.

**Clause 8:** Please note that BT have excluded their liability as far as possible (except for liability for personal injury or death, which cannot be excluded by law).

Clause 8.3: BT have also limited their liability for breaches under contract and tort to the price paid for the kiosk, which is £1. This is a significantly low level of liability, so please consider if this is acceptable to you commercially, taking into account the risk of any issues arising as a result of the purchase of the kiosk.

**Clause 10.6:** Please note that you are not allowed to publicise or use BT's name or logo in any advertising or publicity content without BTs consent.

# AGREEMENT FOR THE SALE AND PURCHASE OF TELEPHONE KIOSK(S) TO A LOCAL AUTHORITY IN ENGLAND OR WALES

This agreement is made this                      day of                      2024

## Background

The Buyer wishes to buy the Goods from the Seller and the Seller has agreed to sell the Goods to the Buyer upon the terms and conditions set out in this agreement.

## 1 Definitions

In this agreement, unless the context requires otherwise:

'the Purpose' means [     ]

'Buyer'                      means                      **Wickham and Knowle Parish Council**

'Conditions'                      means the terms and conditions of sale set out in this agreement.

'Decommissioning"                      means (i) the disconnection of the Goods from the Seller's telecommunications network and (ii) the removal of the payphone, ancillary equipment and wiring from within the kiosk. 'Decommission', 'Decommissioning' and 'Decommissioned' shall be construed accordingly.

'Goods'                      means the telephone kiosk or kiosks as more fully described in the schedule to this agreement, which the Buyer agrees to buy from the Seller but excluding any telephony and ancillary apparatus.

'IP Rights'                      means all intellectual property rights in any part of the world, including but not limited to patents, copyright, design rights, trade marks, database rights, registered design rights and community design rights and shall include pending applications for any intellectual property rights.

'Notice to Complete'                      means a notice in writing by the Seller to the Buyer stating that in the Seller's reasonable opinion the Goods have been satisfactorily Decommissioned and are ready for delivery to the Buyer.

“Ofcom”	means the regulatory body whose duties are set out in the Communications Act 2003 and includes any replacement body or entity under equivalent or replacement legislation.
“Planning Acts”	means any relevant planning legislation in force at the date of this agreement including the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990 and the Town and Country Planning (General Permitted Development) Order (England) 2015 (and similar regulations in other regions), and any statutory replacement or modification of any of them.
'Price'	means the price for the Goods excluding any carriage, packing and insurance.
'Seller'	means British Telecommunications plc (company registration number 1800000 whose registered office is at One Braham, Braham Street, London, E1 8EE).
'Universal Service Obligation'	means the obligations imposed upon BT by Ofcom in accordance with the EU Universal Services Directive.

## **2 Conditions applicable**

- 2.1 These Conditions shall apply to this agreement to the exclusion of all other terms and conditions.
- 2.2 Any order for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
- 2.3 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
- 2.4 Where appropriate this agreement is entered into following written confirmation from the Buyer that an application for planning consent has been submitted for the Purpose.

## **3 Agreement, price and payment**

- 3.1 The Seller shall sell to the Buyer the Goods and the Buyer shall purchase the Goods.
- 3.2 The Price shall be ONE POUND (£1.00) inclusive of VAT which shall be payable on the date of this agreement.
- 3.3 The Seller agrees that following the date of this agreement it shall Decommission the Goods.
- 3.4 The Seller shall be under no obligation to the Buyer to re-site, re-position, restore or repair the Goods. The Buyer acknowledges that it purchases the Goods in no better condition than they are at today's date, or than described in the schedule hereto.

11/07/2023 RG

3.5 For the avoidance of doubt the Seller is not selling the land beneath the Kiosk or any interest in it, nor shall the Buyer acquire that land or any interest in it under this agreement.

#### **4. Decommissioning, delivery and acceptance**

4.1 The Seller shall serve the Notice to Complete on the Buyer on or before the completion of the Decommissioning works in respect of the Goods

4.2 Delivery of the Goods shall be deemed to have taken place five working days after the day upon which the Seller sends the Notice to Complete to the Buyer. No further intimation is required.

4.3 The Buyer shall make all necessary arrangements to take delivery of the Goods following receipt of the Notice to Complete.

4.4 The Buyer shall be deemed to have accepted the Goods upon delivery.

4.5 After acceptance the Buyer shall not be entitled to reject the Goods due to their physical condition or due to any financial or statutory obligations (whether foreseen or not) imposed upon the Buyer as a result of this agreement or otherwise related to the Goods.

4.6 The Seller shall not be liable to the Buyer for late delivery of the Goods.

#### **5 Post acceptance obligations**

5.1 The Buyer shall own the Goods following acceptance and shall be responsible for all maintenance and repair of the Goods, which it shall do in accordance with:

5.1.1 Any industry or statutory guidelines and regulations relevant to the Goods in circulation or in force from time to time.

5.1.2 Any requirements, directions, rules or recommendations of Ofcom.

5.1.3 The Planning Acts.

5.1.4 Any planning consents relating to the Goods so far as they remain applicable.

5.1.5 Where the Buyer is a Registered Charity or Charitable Organisation, the Seller retains the right to re-claim ownership of the Goods if the Buyer loses its charitable status.

5.1.6 If planning for the Purpose is not granted within 12 months of the date of this agreement, the Buyer and Seller shall agree an extension of time of no more than 12 months to enable the Buyer to prepare and submit an appeal to the Department of Environment. In the event that the planning approval is not granted following submission of an appeal, or the expiry of time allowed to make an appeal without an appeal being made, then the Buyer shall at its own cost and expense:

(i) In the case of listed Goods:

- a. Clean, lock and maintain the goods in accordance with the requirements of this paragraph 5; or
- b. Apply to de-list the Goods

- (ii) In the case of non-listed Goods arrange for permanent removal of them at their own cost

5.2 The Buyer acknowledges that the Goods may have been painted with paint containing lead and accepts the health and safety risks which may be associated with its removal or maintenance. The Buyer also acknowledges that leaden paint may require specific maintenance procedures.

5.3 (a) Without affecting clause 6.3, the Buyer acknowledges that the kiosk may have a Class I light fitting and fuse spur(s) which do not meet current IP (ingress protection) rating requirements of BS7671 regulations for exterior electrical fittings. The Buyer accepts any health and safety risk with their ongoing use. The Buyer waives any claim against the Seller in respect of such matters. The Buyer also acknowledges that an upgrade to the light fitting and fuse spur(s) may be required which will be the sole responsibility of the Buyer. The Buyer may want to obtain an assessment from a qualified electrician.

(b) The Buyer agrees that the Goods are not intended to be used in any way by any person in the course of or in relation to their work. However, it agrees that, should a person at work do anything in relation to the Goods, it will take steps sufficient to ensure, so far as is reasonably practicable, that the Goods will be safe and without risks to health at all such times when it is being set, used, cleaned or maintained or otherwise interacted with by a person at work. In particular, the Buyer will ensure:

- (i) that the light is upgraded to a luminaire meeting Class 2 with IP rating of IP54 (or better).
- (ii) that the electrical supply housing is upgraded by replacing the spur units with IP66 type (or better).

The Buyer will employ an NICEIC registered electrician to review the installation, for the use it intends for the adopted kiosk, and carry out any required works in accordance with the then applicable regulations and standards.

The Buyer shall employ an NICEIC registered electrician to review the Goods for the use the Buyer intends, and for any required works. In addition, the Buyer will employ an NICEIC registered electrician for regular inspection and testing.

5.4 The Buyer shall indemnify the Seller in respect of any loss or damage it suffers in respect of any act or omission on the part of the Buyer or persons or entities authorised by it under or in relation to the matters referred to in sub-paragraphs 5.1, 5.2 and 5.3 or in respect of any claim by a third party in respect of such matters.

- 5.5(i) The Seller shall be under no obligation to the Buyer to maintain, repaint, repair or manage the Goods nor shall it be under any obligation to the Buyer to maintain or provide Call Box Services (as defined in the Universal Service Obligations) or telephony services from the Goods SAVE that where the Buyer has requested the Seller, and the Seller has agreed, to supply electricity then the Seller shall supply that electricity (at the Seller's cost) to the REC (regional electricity company) fusebox sufficient for the operation of an 8 watt lightbulb or similar. The Seller may discontinue to provide that supply (and payment) of electricity at any time by giving the Buyer notice in writing.
- 5.5(ii) The Buyer is not permitted to connect any equipment to the power supply provided by the Seller without first obtaining the Seller's written agreement.
- 5.5(iii) If written permission is given by the Seller to the Buyer, in accordance with paragraph 5.5(ii) to connect defibrillator equipment to the electricity supply, the equipment, must meet all appropriate safety standards as amended from time to time including, but not limited to, the requirements as set out at paragraph (a)-(d) below.

The Defibrillator Cabinet must be:

- (a) Class 2 IP rating 54;
- (b) Compliant to BS7671-416/417 in its construction;
- (c) Manufactured by a ISO 9001/2 certified manufacturer;
- (d) Protected by an RCD

- 5.5(iv) The Seller does not actively monitor the electricity supply to the Goods. Responsibility for ensuring a continuous electricity supply required to power any equipment installed within the Goods remains with the Buyer at all times.
- 5.5(v) The Buyer shall remain, at all times, responsible for the monitoring, maintenance and repair of any equipment installed within the Goods.
- 5.5(vi) The Buyer indemnifies the Seller in respect of all damages or losses which the Seller may incur, or any third party claims received by the Seller as a result of any breach by the Buyer of its obligations as set out in this paragraph 5.

5.6 From acceptance of the Goods the Buyer shall:

- 5.6.1 At all times display a sign in or on the Goods (clearly visible to anyone viewing or inspecting the Goods) that the Goods are the responsibility of the Buyer, do not contain a Seller payphone and are not connected to the Seller's electronic communications network.
- 5.6.2 Take reasonable steps to inform the local public in the region or city in which the goods are situated that the payphone, ancillary equipment and wiring has been removed and that the Goods are the responsibility of the Buyer.
- 5.6.3 Apply to the relevant authority or authorities for all necessary consents, licences, waivers, restrictions or determinations (if any) required for the Goods (including but not limited to consents granted under the Planning Acts and consents and licences under the Communications Act 2003 and any statutory replacement or modification thereof) and shall fully and without delay comply with any conditions or recommendations imposed by them made in respect of the Goods.
- 5.6.4 Not sell, lease or license the Goods to a competitor to the Seller nor permit a competitor to install electronic communications apparatus (as defined in the Electronic Communications Code, in Schedule 3A of the Communications Act 2003 as amended from time to time) within the Goods and itself (as the Buyer) shall not install, provide or operate any form of electronic communications apparatus within the Goods.
- 5.6.5 Release the Seller, insofar as it can do, from any obligation under the Town and Country Planning (Permitted Development) Order 1995 in respect of the Goods.
- 5.6.6 Notify the emergency services that the Goods are no longer owned or maintained by the Seller and are now the property and responsibility of the Buyer.
- 5.6.7 Indemnify the Seller in respect of any damages or losses which the Seller may incur as a result of any breach of the Buyer's obligations in this sub-paragraph 5.6 and in respect of any obligations imposed upon the Buyer under the Highways Act 1980 and the New Roads and Street Works Act 1991 in respect of the Goods.
- 5.7 The Buyer waives any rights it may have against the Seller in respect of the Goods under the Communications Act 2003.
- 5.8 The Seller reserves the right and the Buyer grants such right, at any time from the date of acceptance of the Goods by the Buyer, to enter into or onto the Goods and any neighbouring land of the Buyer (but only to the extent necessary) to undertake works or to procure the undertaking of works to disconnect or cap-off the electricity supply to the Goods described above in paragraph 5.4, at the cost of the Seller and making good any damage caused to the Goods and the Buyer's neighbouring land as aforesaid to the reasonable satisfaction of the Buyer.
- 5.9 Not connect any equipment to the electricity supply referred to in Clause 5.4 without the express written agreement of the Seller.



## **6 Warranties and liability**

- 6.1 All warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 6.2 The Buyer acknowledges that the Seller is not in the business of selling the Goods and the Buyer will assume full responsibility to ensure compliance with any English Heritage requirements from the date of transfer of the goods.
- 6.3 The Seller makes no representations to the Buyer as to the Goods' quality, state of repair, safety, performance and fitness for purpose nor as to any apparent or latent defects. The Buyer shall take the Goods subject to any such defects and dilapidations (if any).
- 6.4 The Buyer agrees to the Decommissioning and, insofar as it is able, relieves the Seller of its obligations under Ofcom's Universal Services Obligations in respect of the Goods. The Buyer agrees not to object to Ofcom or any tier of local government to the Decommissioning of the Goods.
- 6.5 The Seller may supply the Buyer with a kiosk maintenance manual or other documents. Any recommendations or guidance therein shall not form warranties nor obligations of any nature upon the Seller.

## **7 Title and risk**

- 7.1 Title shall pass on delivery of the Goods.
- 7.2 Risk shall pass on delivery of the Goods.

## **8 Limitation of Liability**

- 8.1 When the Buyer accepts the Goods then the Seller shall have no liability whatsoever to the Buyer in respect of those Goods.
- 8.2 The Seller shall not be liable to the Buyer for late delivery of the Goods.
- 8.3 Except in respect of death any personal injury resulting from a negligent act or omission on the part of the Seller or anyone authorised by it, the Seller's liability to the Buyer for tortious and contractual damages shall not exceed the Price. The Buyer shall at all times use its best endeavours to minimise and mitigate its losses.
- 8.4 The Seller shall not be liable to the Buyer for any economic loss suffered by the Buyer as a result of it entering into this agreement.
- 8.5 The Buyer acknowledges that it has taken or has considered taking legal advice from a solicitor or counsel before entering into this agreement.

## **9 Intellectual property**

No assignment or licensing of any IP Right is granted or made under this agreement.

## **10 General**

- 10.1 This contract is subject to the law of England and Wales and the non-exclusive jurisdiction of the courts of England and Wales.
- 10.2 The invalidity or unenforceability of any provision in this agreement, for whatever reason, shall not prejudice or affect the validity or enforceability of its other provisions.
- 10.3 The headings of this agreement are for reference only. No delay, neglect, forbearance by either party in enforcing any provision in this agreement shall be deemed to be a waiver or compromise of any right or rights unless made in writing.
- 10.4 In relation to the Goods, this agreement constitutes the entire agreement between the parties.
- 10.5 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- 10.6 The Buyer shall not, disclose the existence of the Agreement in any journal magazine or publication or any other publicly available media or otherwise use the Seller's name or logos (including any trade marks) in any of its advertising or publicity material without the seller's prior written consent, which may be withheld or given in the Seller's absolute discretion.

**SCHEDULE**

**THE GOODS – Specification and Description**

**01329832351**

**O/S Renaissance Restaurant**

**The Square**

**Wickham**

**Fareham**

**PO17 5JT**

Signed by [ ] for and on behalf of .....  
**BRITISH TELECOMMUNICATIONS plc**

Signature

.....  
Position (director/company secretary/manager/attorney/agent).

*If signing as agent or under a power of attorney, please attach a copy of the document giving authority.*

Signed by [ ] for and on behalf of .....  
WICKHAM AND KNOWLE PARISH COUNCIL

Signature

.....  
Position (director/company secretary/manager/attorney/agent).

*If signing as agent or under a power of attorney, please attach a copy of the document giving authority.*

**Agenda Item 7 -**

**To receive an update on the Shell roundabout project and approve a quote for gardening services to apply for the maintenance licence**

The Clerk has approached two garden centres who are not in a position to work with the Parish Council on this project. As an alternative solution, local gardeners have been approached to work with the Council on this project instead, assisting in the design, planting schedule, information to assist with the licence application, and help in the actual planting once permission granted.

One gardener has replied and is very keen to work with the Council on such an unusual project. Their quote is attached.

There would also be costs to consider for the actual raised/tilted bed and ongoing watering costs on top the licence fee itself.

# sarah keeys Gardens

## Quote

38 Locks Heath Park Road  
Locks Heath  
SO31 6NB

Date: 13<sup>th</sup> January 2025  
Quote Ref: Q130125

**Customer**  
Sophie Thorogood  
Wickham & Knowle Parish Council  
[www.wickhamparishcouncil.org](http://www.wickhamparishcouncil.org)

### Services

Garden Design Services for Shell Roundabout Wickham	£2,850.00
Layout and Planting with landscapers	£364.00
General maintenance/gardening	£28.00 per hour

**From:** [REDACTED]  
**Sent:** 12 January 2025 11:59  
**To:** clerk@wickhamparishcouncil.org  
**Subject:** Re: Working with Wickham & Knowle Parish Council  
**Attachments:** Q130125 Wickham.pdf

Dear Sophie,

I hope you are well and had a lovely weekend.

As discussed in our telephone conversation last week regarding the design for the Shell roundabout, please find attached my quote.

It's an interesting and quirky project which I'd be delighted to work on, plus it's contributing to the local community too.

My design fee includes the following:

- Research into the site, native plants etc to ensure we meet the criteria for the license application
- Site survey
- Mood boards
- Sketches
- Measured drawings/plans/3D visuals where necessary
- Collaborating with the landscapers regarding structural plans and design solutions
- Planting plans
- Sourcing/selecting plants

I've added my hourly rate for general gardening of the site once the project is completed.

If you have any questions, please let me know.

Kind regards

Sarah



### **Agenda Item 8 -**

#### **To discuss arrangements for the replacement noticeboard in Mayles Lane, Knowle**

The Clerk has placed the order for the new noticeboard in early December and delivery is awaited.

The Clerk has spoken to First Port, who have confirmed the land is their responsibility to maintain and have arranged for it to be cut and weed-killed. First Port will look at possibly of planting a wildflower area behind the noticeboard, with the overall area being maintained more regularly than in previous years. The First Port manager has also given permission for a replacement noticeboard to be installed.

The handyman has quoted £286 to include removal and disposal of old noticeboard and installation of the new.

### **Agenda Item 9 -**

#### **To review Christmas 2024 plans in both Wickham and Knowle**

Arrangements in both villages for Christmas 2024 worked well and the Committee is invited to review the plans and discuss any feedback for areas for improvement.

Both Wickham Chamber of Trade and Knowle Resident's Association are aware of the need to submit applications for the grant funding earlier in 2025.

### **Agenda Item 10 -**

#### **To agree a donation to the National Firefighter's Charity for volunteer work carried out for the two Christmas trees**

As part of new arrangements for the Christmas trees in 2024, a local resident volunteered time and machinery to help decorate both Christmas trees and also arranged to dispose of both trees in early January. They did this in their own time without charging the Council.

They are involved in the Wickham fire station and a suggestion from another Parish Council who have a similar arrangement for their Christmas decorating is to make a donation to the National Firefighter's Charity in lieu of payment for the time decorating and disposing.

The Committee Chair has proposed £75 donation per tree, so a total of £150 which falls under the delegated limit the Committee can authorise payments. The £75 would be taken from both the Wickham Christmas and Knowle Christmas budgets.

***Recommendation – to agree a £150 donation to the National Firefighter's Charity***

## GP sub-committee

Update on Wickham Emergency Plan (EP) progress.      January 2025

This has involved a lot of detailed work in making contacts and noting contact information - phone nos., emails etc. including key holders and caretakers. Actions:-

- Downloaded the government template and started to complete names and contact information.  
[https://assets.publishing.service.gov.uk/media/5a803e72ed915d74e622d504/community\\_emergency\\_plan\\_template.pdf](https://assets.publishing.service.gov.uk/media/5a803e72ed915d74e622d504/community_emergency_plan_template.pdf)
- Downloaded a copy of the Knowle Emergency Plan since both of them have to sit together (although the main risks are different in the 2 villages).
- Presumed that name + contact details of a Primary and Secondary 'Point of contact' on the EP will be myself and Leah (although we need 2 more on standby in case Leah & I are away at the same time, as in Feb.) Primary & Secondary Points of Contact receive the initial emergency notification and then they contact the Emergency Coordinators.
- The named Emergency Coordinators therefore sit below the 'Points of Contact' and they would be contacted in order to activate the plan. They would have been trained as a Community Emergency Group and have copies of the EP and would activate it in an emergency. We are currently trying to recruit these (8?)
- I have contacted Nigel Prior and Becky Rosamond as they are both key, long-term members of the village and have worked in the police. Nigel helped with the last EP in 2017 but doesn't want to lead this one. Nigel, Becky and Leah are likely to know many local people through "We are Wickham" and other local groups, who might be recruited as Emergency Coordinators in the Telephone Tree. After the initial EP planning meeting, we only need to meet once a year to review and check on updates of the EP.
- I have been contacting Wickham organisations to establish places of safety/refuge, eg. Community centre, Primary School and Church Room, and to identify areas where there are vulnerable residents who may need extra support eg via Community Care, HomeStart, McCarthy & Stone etc.
- I have been completing the EP plan's local risk assessment section - the main risk in Wickham is flooding or a serious accident on one of the A roads, or outages of electricity/water/ gas or internet, etc., and to identify the appropriate local response.
- I have been formulating an emergency services contact list eg. police, floodline, Councils, doctors, NHS, Environment Agency etc.
- Having established what emergency equipment is stored at Knowle, I now need to find out what current supplies are at Wickham and any others needed & make sure they are in date.
- In the Feb parish mag/parish web site, and on Facebook groups, I plan to ask for contact details of any local volunteers who have useful skills or equipment eg. First aid, first responder, tractor, chain saw, food shop etc.- just to go onto a contact list if needed.
- In a later edition (March?) of the magazine/website/Facebook group, I plan to give government advice on how households themselves can prepare for an emergency.

Kathryn Holladay & Leah Greenbank

## **Agenda Item 12 -**

### **To discuss arrangements for the VE 80 event on 8th May 2025**

The VE 80 working party met on 17<sup>th</sup> January to discuss arrangements

The current proposal has 2 parts:

1. An informal party at the Wickham Recreation Ground on Monday 5<sup>th</sup> May 2025

To include a fish & chip van, a bar with TENS licence applied for, bring your own picnic food and chairs, possibly 1940s theme and a band playing 1940s music. A bus could be put on to help with parking and encourage people to park at Knowle. Could also have bouncy castle, children's games, table top sales, and a raffle could be considered.

2. A formal day on 8<sup>th</sup> May 2025 with flag raising at 9am, church bells ringing at 6.30pm and beacon lighting at 9.30pm. The budget would pay for a beacon, new celebration VE80 flags for both Wickham and Knowle, and the working party are suggesting buying a new flagpole for Knowle.

## **Agenda Item 13 -**

### **To consider purchasing a flagpole for Knowle Village Green for VE 80 event and to help mark future events**

In light of the VE80 celebrations, it has been suggested to purchase a flagpole for Knowle Village Green to mark not only this but also future events.

Budget and location to be considered as a recommendation to Full Council for consideration.

## **Agenda Item 14 -**

### **To discuss arrangements for the Parish Assembly on 22nd May 2025**

The GP Committee reviewed the arrangements for the last Parish Assembly at its June 2024 meeting.

Decisions need to be made for the format with regards to entertainment, awards, prizes, and catering and timings.

Although the date was communicated to the Community Centre immediately after the Full Council meeting in December when the meeting schedule for 2025 was approved, there is a clash and the Parish Council can only have the hall from 5pm onwards on 22<sup>nd</sup> May.

## **Agenda Item 15 -**

### **To agree an official date for the Parish Assembly each year for future bookings at Wickham Community Centre**

The Wickham Community Centre are asking the Council to agree the same date each year for hiring the main hall for the Parish Assembly to avoid any clashes and ensure the Council is given its first choice of date and time. A suggestion is being made to book the second or third Thursday of May every year.

## **Agenda Item 16 -**

### **To discuss arrangements for the Wickham Horse Fair on 20th May 2025**

An Officer from Winchester City Council (WCC), who sits on the Winchester Safety Advisory Group (SAG) are helping to coordinate arrangements for the Wickham Horse Fair along with Hampshire County Council, RSCPA and other agencies.

The Winchester SAG are requesting use of the Wickham Recreation Ground for the whole day to provide parking for Wickham residents impacted by the road closures, as has happened in previous years.

Any communication sent out this year would ensure the correct Parish Council telephone number and email address to avoid a repeat of the communication issues encountered during the 2024 event.

The Parish Council has also been asked to help circulate information on its website, noticeboards and Facebook page.

The Clerk has put the Winchester SAG in contact with the landowners of the field at Blind Lane to consider a request to provide paid for parking options as is done during the Wickham Festival each year.

**From:** clerk@wickhamparishcouncil.org  
**Sent:** 20 January 2025 20:08  
**To:** Ben Sawyers; Craig Manuel; David Evans; Kathryn Holladay; Leah Greenbank; Loraine Rappe; Malc Burt; Nic Holladay; Robert Broad; Sandy Phillips-Lee; Sheila Chambers  
**Cc:** 'Planning Committee'; 'Business Manager'  
**Subject:** New domain name and email address - research please

Dear all

A few months ago, the Full Council approved registering our interest in the grants towards a new .gov.uk domain name, but it had to wait until a few of my projects had been completed.

In late December, I attended an online session with the Parish Domains Helper Service which is the first part in obtaining the grant.

Communications falls as part of General Purposes Committee TORs so it is on the agenda for the meeting on 23<sup>rd</sup> January to consider whether or not to proceed, before it moves Full Council to approve the spend and also the change.

I'm not sure how often you go to our website but it is very slow and that's not because of broadband connection issues. It is just a very slow website. The domain name does not incorporate Knowle either. And it has also been widely publicised that moving to a .gov.uk website domain is safer. In the background, it is also more complicated than it needs to be – domain name is hosted in one place, the website is in another, the emails are in a 3<sup>rd</sup>. There are add-ons that cost a lot of money. My calculation is we are spending approximately £1,500 per year just on website & emails alone.

Initially there will be an outlay to buy a new website and email hosting but overall, the costs will be less per year than we are currently spending.

We also have 2 websites, one for the Parish Council and one for Knowle Village Hall when we could just have a better page for KVH on the Council website.

The research I would really like for you to be involved in is consider any potential name and also to see some example websites hosted by different providers so we can do a poll within the Council to decide the best one. I am obtaining quotes in the background to bring to the GP Committee.

There are only 25 providers who are registered to carry out the .gov.uk domain registration. My top 3 at moment, who offer bundles for domain, website hosting and email provision to simplify only having 1 provider and therefore also saving money:

Aubergine – a good example is <https://www.southwick-widley-pc.gov.uk/>

XNet – formally Kimcell/Emango/Datacenta which I used at <https://www.coldencommon-pc.gov.uk/Default.aspx>

Parish Online - <https://thatchamtowncouncil.gov.uk/>

Smart Marketing are not on the approved list.

These are 3 providers who are talked about frequently in a positive light on the facebook group I often mention. From my various experiences at website hosting and updating, and ease of

accessing the information, there are some suppliers who I don't like navigating their Council standard websites like VisionICT, Cloudnext, CloudyIT.

First consideration as it will eventually involved changing email addresses and you would have to be happy giving out a new address potentially a mouthful to say to someone in person/on the phone. These are some of the ideas I've come up with so far. The one restriction is that if you use one that ends pc.gov.uk it MUST have a hyphen in front so be -pc.gov.uk

[www.wickhamandknowleparish.gov.uk](http://www.wickhamandknowleparish.gov.uk)

[www.wickhamknowle-pc.gov.uk](http://www.wickhamknowle-pc.gov.uk)

[www.wickhamknowleparish.gov.uk](http://www.wickhamknowleparish.gov.uk)

[www.wickhamandknowle-pc.gov.uk](http://www.wickhamandknowle-pc.gov.uk)

[www.wickhamandknowleparishcouncil.gov.uk](http://www.wickhamandknowleparishcouncil.gov.uk)

Only Loraine, Robert and Malc are not on the GP Committee so there is a chance to have a good discussion on Thursday evening but it would be good to get your views too.

A few FAQs that I had and have answers from 1 provider already:

- The providers can help create a redirection page for anyone who visits the old website to the new one
- Some offer a copy service for old emails so you don't lose the history
- The providers can also offer service of copying over meetings and accounts history from old to new.

I'm hoping to have more quotes over next few days, only have 1 from Parish Online so far.

A very brief google forms to fill in please too <https://forms.gle/8pPpqcoqonBtoHaj8>

Any issues, please just let me know.

Thank you

Sophie

**Agenda Item 18 -**

**To discuss hiring a Parish Accredited Community Safety Officer (ACSO) and agree any recommendations to be considered by HR Committee and Full Council**

The GP Committee discussed and resolved in its April 2024 meeting “to look into employing an Accredited Community Safety Officer (ASCO). Until in a position to recruit, investigate the option of hiring hours of the Swanmore Parish Council ASCO”. A copy of the background paper provided to the GP Committee at the time is attached on the following pages.

Financial constraints for the 2025/26 budget and the significant increase in budget due to expansion in the team of Council Officers meant an ACSO was not included in the budget.

The Grounds Maintenance Contract site visits in November brought the issue of anti-social behaviour to the forefront again. Both villages are still suffering from episodes of anti-social behaviour, graffiti, vandalism. On a positive note, CCTV provision has been increased around Knowle Village Hall in the past year.

The budget for 2025/26 includes a full time maintenance role (with an associated decrease in additional grounds maintenance cost shown). The Committee should consider if any recommendations need to be made to HR Committee and also Full Council surrounding the following questions:

- whether this full time maintenance role needs to be re-considered
- if the budget can be re-allocated or split to be able to fund a part-time ACSO
- if the full time maintenance role remains and an ACSO is considered for 2026/27 budget instead



## COMMUNITY SAFETY ACCREDITATION SCHEME (CSAS)

### Background

Increasing incidence of anti-social behaviour around Wickham & Knowle – in Dairy Moor, on MUGA at Wickham primary school, at Tennis pavilion, on Knowle Green, at Coop etc.

### The role

Chief Constable can accredit non-police staff of organisations eg. neighbourhood wardens, security guards, parking attendants etc.

The Police do not direct or control the activities of an Accredited Community Safety Officer (ACSO), but there is greater liaison and information sharing to help solve local problems.

### Main purposes:-

- to contribute to community safety
- to deter crime & disorder, public nuisance & other forms of anti-social behaviour in cooperation with the Police.

### Powers given

It gives powers to tackle graffiti, litter and antisocial behaviour. ACSO's can issue fixed penalty notices for certain offenses.

ACSO must **carry ID card listing the powers the trained person is authorised to do** eg.

'power to require persons under 18 to surrender alcohol' (or under 16 to surrender tobacco)

'power to request name and address of a person acting in an antisocial manner'

Issue a fixed penalty notice eg truancy, cycling on footpath, graffiti, fly-posting, littering etc.

Issue a penalty notice for disorder.

Confiscate items such as tobacco or alcohol.

Direct traffic.

It is an offence if a person does not comply with an authorised request from an accredited person or if they assault or resist/wilfully obstruct them in the execution of their duty, or if they try to impersonate an accredited person.

### Benefits of the scheme

- Display of a national badge gives public reassurance of approved competence, training, management, supervision & accountability.
- Raises profile of community safety patrols in the community.
- Provides additional powers to address issues on the spot without the involvement of the Police.
- Coordination between ACSO and Police exchanging information & intelligence means more locally focused approach to resolve community problems.
- New offences of assault resistance and obstruction can now be committed against the accredited persons.

### Application

The public sector must apply directly with their local police force. The organisation (Parish Council) must satisfy strict criteria – enhanced vetting & training standards, equal opportunities & race relations policies, approved complaints, and accountability procedures.

Employees must satisfy similarly strict vetting standards & receive training in relevant areas of law, and the use of powers and appropriate procedures (inc. human rights, race relations & equal opportunities).

## **Costs**

### **First year set up**

Uniform - £200

BodyCam - £200

Bike - £500 (not essential)

Accreditation training £2k for Officer

Accreditation training £2k for Clerk

### **Ongoing costs**

Phone

Tablet

Kit

Accreditation refresher training £1k x 2 every 3 years

### **Salary**

£26K - 30K

### **Timeline**

Accreditation is around a 9-12 month process.