



Village Hall
York Road
Earls Colne
CO6 2RN

15th July 2026

To: Members of Earls Colne Parish Council

You are hereby summoned to attend

**THE PARISH COUNCIL MEETING
TO BE HELD AT THE VILLAGE HALL (LARGE HALL)
ON TUESDAY 21ST JULY 2026 AT 7.00 PM**

for the purpose of transacting the following business

S Gaeta

Clerk to the Council

A G E N D A

- 1. Apologies for Absence**
- 2. Minutes of the Parish Council Meeting** held on 16th June 2026 to be taken as read and signed as a correct record by the Chairman.
- 3. Declarations of Interest (existence and nature)** with regards to items on the Agenda. Councillors are reminded that the code of conduct provides that should they have a disclosable pecuniary interest in any matter under discussion, they should speak only in the public session, then withdraw from the room and not seek to influence a decision about the matter.
- 4. Essex County Councillor Update**
To receive an update from Councillor Rocha.
- 5. Braintree District Councillor Update**
To receive an update from Councillors Spray and Courtauld.
- 6. Public Participation session** with respect to items on the Agenda and other matters that are of mutual interest.
- 7. Chairman's Update**
To receive an update from the Chairman.
- 8. Clerk's Update**
To receive an update from the Clerk.
- 9. Finance and Internal Control**
 - (a) To receive a budget update.
 - (b) To agree that Parish Councillors will operate a monthly surgery for residents.

10. Planning

To consider the following planning applications, and any others submitted between the date of this agenda and the meeting:

TPOCON

- (a) **26/01520/TPOCON** – Tree works to fell dead Cherry Tree and replace with similar at 30 Hayhouse Road.
- (b) **26/01418/TPOCON** – Tree works to Holly Tree, Pyracantha, Privet and Smoke Bush at 44 High Street.

HH

- (c) **26/01522/HH**– Proposed single-storey rear extension at 6 Hayhouse Road.
- (d) **26/01534/HH** – Proposed single-storey rear extension, removal of existing chimneys and installation of two rear rooflights at 42 Coggeshall Road.

FUL

- (e) **26/01371/FUL** – Proposed installation of 308 solar photovoltaic (PV) panels and associated equipment, including battery storage at Unit 24, Lancaster Way, Earls Colne Industrial Park.
- (f) **26/01472/FUL (& 26/01473/LBC)** – Change of use of former public house to create two residential dwellings, and erection of one detached dwelling within the former pub garden/parking area, with associated parking and retention of the existing vehicular access at The Castle PH, 77 High Street.

Other Matters

- (g) To consider and approve that a formal request be made to Braintree District Council for the inspection, monitoring and protection of The Castle, 77 High Street, and to seek a written response on any proposed action.
- (h) To note recent planning decisions made by Braintree District Council.

11. Highways

- (a) To receive an update on outstanding Highways matters.
- (b) To agree to support the community's petitioned request to reduce the speed limit on Station Road, Earls Colne, to 30 mph.

12. Village Environment

To receive an update from the Open Spaces team.

13. Section 106

To consider and approve proposals to improve the Multi-Use Games Area (MUGA) at the Recreation Club by using Open Space contributions (Agreement Reference P.0646) to fund the purchase of a mini tractor for artificial grass surface maintenance and to authorise its purchase from ETC Sports Surfaces Limited at a cost of £5,500 plus VAT.

Subject to approval of the project by Braintree District Council prior to the formal order.

14. Health and Safety

- (a) To receive an update on health and safety matters.
- (b) To consider the Lone Worker Monitoring Device report and to agree the purchase of appropriate devices for all staff, including approval of any associated ongoing subscription or monitoring costs.

15. Village Hall

To receive an update from the Village Hall team.

16. Good Citizen Award

Following approval of the scheme at the June meeting, to establish a Citizen Award Panel to develop the nomination criteria and process, consider nominations and make recommendations to Council.

17. Accounts for Payment

To approve the accounts for payment.

18. General Information

To receive any brief notices or reminders from Councillors or the Clerk. No decisions will be made under this item.

19. Confidential Matters – Staffing Arrangements

- (a) **Motion:** Under the Public Bodies (Admissions to Meetings) Act 1960 s.1(2), the Parish Council to exclude members of the press and public for the duration of this meeting to consider the following confidential employment items.
- (b) To note the resignation of the Clerk/RFO and last working day of 7th October 2026.
- (c) To consider the creation of a full-time (37 hours per week as per Green Book conditions) Clerk/RFO post by combining the existing Clerk/RFO and Assistant Clerk hours.
- (d) To consider an internal appointment to this position.
- (e) To agree the salary Spinal Column Point and range for this position.
- (f) To note the resignation of a Community Worker with effect from 3rd July 2026.
- (g) To consider arrangements to maintain service provision and operational resilience as outlined in the Community Worker Staffing Confidential Report dated 15th July 2026.

QUOTATION & SPECIFICATION PROPOSAL

BRINGING SPORT
INTO THE 21ST CENTURY

ETC Sports Surfaces Limited

Unit 3, Bellcroft, Eastways Ind. Est.,
Witham, Essex, CM8 3YU

Tel: 01621 85 86 86

Email: info@etcsports.co.uk

Web: www.etcsports.co.uk

Catherine Dennis
Parish Council Office
Council Chamber
Village Hall
York Road
Earls Colne
Essex
CO6 2RN

Wednesday, 10 June 2026

Ref No. 4335 – Earls Colne Recreation Club MUGA: Maintenance of Artificial Grass MUGA & Equipment

Dear Catherine,

Thank you for your enquiry. I have the pleasure of enclosing the following advice and guidance for the maintenance due on the Artificial Grass MUGA at Earls Colne Recreation Club.

E.T.C. SPORTS SURFACES are a limited company with over 30 years' experience within the tennis court and sports safety surfaces industry. We aim to provide all our customers with a better all-round service, working from the head office in Witham; we have achieved low over-heads and provide a professional and personal service. Our reputation is built upon our ability to provide a consistently high standard of workmanship, which is proven by our ever-growing list of satisfied customers and ever increasing turnover.



OUR STAFF have been properly trained in all aspects of tennis court construction and health and safety. All employees hold the relevant certificates for using all plant and machinery in private and public work places. We work to a strict Health and Safety policy (available for inspection at any time), which allows our insurance policies to be fully valid, giving the customer full protection when working on site.

MEMBER OF SAPCA: We are Principle Contractors for the Sports and Play Construction Association (SAPCA). This was formed in 1997 following the merger of the Tennis Court Constructors' Federation (TCCF) and the Synthetics Sports Surfaces Association (SSSA).



As the UK trade association for the sports facility construction industry, SAPCA represents specialist's constructors, manufacturers and suppliers of sports surfaces and related products and services. The aims and objectives of SAPCA include the promotion of high standards of design and construction of sports facilities; the support of training and education for the industry's workforce; the encouragement of the SAPCA provides a strong voice for the sports construction industry in the UK, SAPCA signifies professional competence and performance, which directly benefits customers that choose members companies for their projects.



MEMBER OF CHAS: We are also members of CHAS (Construction Health and Safety Association Scheme) this is designed and run by councils throughout the UK to establish good Health and Safety practices on all council work sites. Since its introduction the CHAS scheme has established that four out of five small and medium sized businesses applying to the scheme have failed an initial assessment designed to

ensure the applicant demonstrates compliance with basic health and safety legislation and also show adequate management of health and safety in their company.

ISO 9001: The International Organisation of Standardization, (ISO) is a worldwide organisation that develops many different kinds of Standards. **ISO 9001** is a series of documents that define requirements for the Quality Management System Standard. We at ETC Sports Surfaces decided to Implement ISO 9001 and obtain registration as it assures customers that the company has a good Quality Management System (QMS) in place.

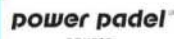


Assuring you of our best attention,

Yours sincerely,

A handwritten signature in black ink that reads 'R. Wells'.

Rory Wells
Company Director and Maintenance Manager
ETC Sports Surfaces are Principal Contractors for SAPCA
The Sports and Play Construction Association



Quotation for Catherine Dennis
Ref No. 4335

QUOTATION AND SPECIFICATION
MAINTENANCE OF ARTIFICIAL GRASS MUGA
AT EARLS COLNE RECREATION CLUB

ARTIFICIAL GRASS MUGA MAINTENANCE

CONTRACTED MAINTENANCE

SPECIFICATION & QUOTATION

SURFACE UPGRADE WORKS

Completed by our fully certificated NPTC trained operatives, apply weed & moss killer where weeds & moss can build up over the year. We advise that this should be carried out every 6 months in surroundings where growth will escalate. Each site will be assessed and the correct volumes of chemical applied to the location via our walk behind power sprayer or knapsack.



Using a mechanical brushing system and tractor drag brush, we will remove from the MUGA any dead moss, surface dirt and debris accumulated on the top of the artificial grass. Following this we shall top up the infill with 2EW sports specialist sand and level all existing infill to the surface.

On completion, Paint the sports specific lines on the existing sports surface. Lines to be sprayed on using the latest designs in laser technology using our Fleet Beamrider line marking machine. The paint used will be Fleet's Synthetic Turf Coating.



- 1no. Set of Basketball Keys – White

Lines to be marked in our standard paint colour range of white, yellow, blue or red.

Quotation for Catherine Dennis
Ref No. 4335

QUOTATION AND SPECIFICATION
MAINTENANCE OF ARTIFICIAL GRASS MUGA
AT EARLS COLNE RECREATION CLUB

ARTIFICIAL GRASS MUGA – MAINTENANCE

Artificial Grass Maintenance – “In House Maintenance Equipment”



- “Tractor Package” Mini Tractor, Weighted Drag Brush & Drag Matt – Includes delivery and on-site demonstration.

Quotation for Catherine Dennis
Ref No. 4335

QUOTATION AND SPECIFICATION
MAINTENANCE OF ARTIFICIAL GRASS MUGA
AT EARLS COLNE RECREATION CLUB

ARTIFICIAL GRASS MUGA MAINTENANCE

DESCRIPTION	VALUE	TOTAL
Surface Upgrade Work	-	£1,750.00 + VAT
Tractor Package	-	£5,395.00 + VAT
TOTAL	-	£7,145.00 + VAT



THE NEW GENERATION OF FLOODLIGHTING

CERTIFICATE OF MEMBERSHIP **2026**

SAPCA-19420

This is to certify that

ETC Sports Surfaces Ltd

is a

Principal Contractor

for the construction of:

**Tennis Courts, Multi-Sports Facilities, Synthetic Pitches and
Athletics Tracks**



Dr Kathryn Severn, **Chair**



Richard Shaw, **Chief Executive**

PART B – TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement the following words and phrases have the following meanings:

Applicable Laws	the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Works;
Bribery Laws	the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction including specify;
Business Day	a day other than a Saturday, Sunday or bank or public holiday when banks generally are open for non-automated business in England;
CDM Regulations	The Construction (Design and Management) Regulations 2015, SI 2015/51
Charges	the charges payable by the Customer to ETC for the performance of the Works, as set out in section 4.1 of Part A (Frontsheets);
Confidential Information	any commercial, financial or technical information, information relating to the Works, plans, insert details of any specific confidential information, know-how or trade secrets which is obviously confidential or has been identified as such, or which is developed by a party in performing its obligations under, or otherwise pursuant to the Contract;
Control	has the meaning given to it in section 1124 of the Corporation Tax Act 2010 OR means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;
Data Protection Legislation	shall have the meaning as the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.
Documents	all drawings, plans, specifications, calculations and other information and documents which have been or shall be prepared by or on behalf of the ETC in the course of performing the Works.

Force Majeure	an event or sequence of events beyond a party's reasonable control (after exercise of reasonable care to put in place robust back-up and disaster recovery arrangements) preventing or delaying it from performing its obligations under the Contract including an act of God, fire, flood, lightning, earthquake or other natural disaster, war, riot or civil unrest, interruption or failure of supplies of power, fuel, water, transport, equipment or telecommunications service, or material required for performance of the Contract, strike, lockout or boycott or other industrial action including strikes or other industrial disputes involving ETC's or its Contractors' workforce, but excluding the Customer's inability to pay or circumstances resulting in the Customer's inability to pay;
Intellectual Property Rights	copyright, patents, know-how, trade secrets, trademarks and service marks, trade names, design rights, rights in get-up, rights in goodwill, rights in confidential information, rights to sue for passing off, domain names, rights to use, and protect the confidentiality of, confidential information and all similar rights and, in each case: (a) whether registered or not; (b) including any applications to protect or register such rights; (c) including all renewals and extensions of such rights or applications; (d) whether vested, contingent or future; (e) to which the relevant party is or may be entitled; and (f) in whichever party of the world existing.
Modern Slavery Policy	ETC's anti-slavery and human trafficking policy in force and notified to the Customer from time to time;
O&M Manual	has the meaning set out in clause 2.5;
Planning Permission	has the meaning set out in clause 4.6;
SAPCA	means the SAPCA Code of Practice for the Construction and Maintenance of Tennis Courts;
Service Pipes	gas, electricity, communication cables, water, sewage, or drainage service pipes;
Site	an address or location, set out in Part A (Frontsheets), at which Works are to be performed;
Specification	the description or specification of the Works set out or referred to in Part A (Frontsheets);
Unincorporated Association	The Customer acknowledges and agrees that INSERT NAME is an unincorporated association, and that this Agreement is entered into by INSERT NAME and the Committee Members in their capacity as representatives of the association. The individuals signing this Agreement on behalf of the Customer shall be jointly responsible for the Customer's obligations under this Agreement.
VAT	value added tax under the Value Added Taxes Act 1994 or any other similar sales or fiscal tax applying to the sale of the Works; and
Works	the works set out in Part A (Frontsheets) and to be performed by ETC for the Customer.

- 1.2. In this Agreement, unless the context requires otherwise:
 - 1.2.1. clause, schedule and other headings are included for convenience only and shall have no effect on the interpretation of this Agreement;
 - 1.2.2. a reference to a 'party' includes that party's personal representatives, successors and permitted assigns;
 - 1.2.3. a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
 - 1.2.4. a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.5. a reference to a gender includes each other gender;
 - 1.2.6. words in the singular include the plural and vice versa;
 - 1.2.7. any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
 - 1.2.8. a reference to 'writing' or 'written' includes any method of reproducing words in a legible and non-transitory form;
 - 1.2.9. a reference to any legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time, and includes all subordinate legislation made from time to time under that legislation.
- 1.3. If there is any inconsistency between any of the parts of this Agreement they shall prevail in the following decreasing order of precedence:
 - 1.3.1. Part A (Frontsheets);
 - 1.3.2. Part B (Terms and Conditions); and
 - 1.3.3. O&M Manual.

2. BASIS OF AGREEMENT

- 2.1. If the Customer issues to ETC a purchase order, confirmation of order, or other document relating to the subject matter of this Agreement, any terms or conditions endorsed on, delivered with, or contained or referenced in such purchase order, or other document shall not apply, and such purchase order or document shall be accepted by ETC for the sole purpose of referencing invoices.
- 2.2. A quotation by the Customer to ETC shall be an offer to purchase Works subject to this Agreement.
- 2.3. ETC may issue quotations to the Customer from time to time. Quotations are invitations to treat only. They are not an offer to supply Works and are incapable of being accepted by the Customer.
- 2.4. Marketing and other promotional materials relating to the Works are illustrative only and do not form part of the Contract.
- 2.5. On completion of Works involving construction, ETC will issue to the Customer an operation

and maintenance manual which sets out guidelines for use and maintenance (“**O&M Manual**”). The O&M Manual forms part of the Agreement.

3. THE WORKS

- 3.1. ETC warrants and undertakes that it has exercised and will continue to exercise in the performance of the Works all the skill, care and diligence reasonably to be expected of an appropriately qualified and competent professional contractor experienced in performing the Works in relation to projects of similar scale, scope, character, complexity and value to the Works.
- 3.2. The Customer shall make the Site available for ETC so that ETC is able to perform the Works within the period set out in Part A (Frontsheets).
- 3.3. Time of performance and completion of the Works is not of the essence. ETC shall use its reasonable endeavours to meet estimated dates for performance, but any such dates are estimates only.
- 3.4. The Customer shall be responsible for obtaining any planning permission required in accordance with the Town and Country Planning Act 1990 (**Planning Permission**) in order to carry out the Works. ETC shall not be liable for any losses arising from the Customer's failure to obtain Planning Permission.
- 3.5. The Customer shall notify ETC of any Service Pipes on the Site. ETC shall not be liable for any damage caused to any Service Pipes whilst undertaking the Works unless ETC has been notified in writing of the Service Pipes presence and precise location.
- 3.6. ETC will use reasonable endeavours to minimize disturbance caused by vehicles and plant required to undertake the Works using the access routes to reach the Site and the area immediately surrounding the Site. ETC shall not be liable for any costs of reinstatement.
- 3.7. Where access to the Site is required via the property of a third party, the Customer shall ensure all necessary permissions are obtained prior to commencement of any Works on the Site.
- 3.8. Spraying of any courts on Site must be undertaken in favourable weather conditions. If the Works are undertaken at a time where ETC considers the weather conditions are not favourable, temporary play lines will be applied directly on to the surface and the final textured coatings will be applied at ETC's earliest convenience in favourable weather conditions. If temporary play lines are required, in accordance with this clause 3.8, an additional £165 plus VAT will be charged to the Customer per set of lines required.
- 3.9. The Customer shall ensure, if so requested, ETC has access to a water supply at the Site.
- 3.10. ETC shall not be liable for any delay in or failure of performance caused by the Customer's failure to make the Site available, prepare the Site in accordance with ETC's instructions or provide ETC with adequate instructions for performance or otherwise relating to the Works.
- 3.11. ETC shall not be liable for any losses arising out of the Customer's failure to follow maintenance advice and/or instructions following completion of the Works.

- 3.12. Where the Works are delayed, postponed or suspended due to the Customer's failure to make the Site available or for any other reason beyond ETC's reasonable control, ETC reserves the right to invoice for materials manufactured, procured or allocated specifically for the Works, whether delivered to the Site or not. Such invoices shall be raised at the value attributable to those materials within the Contract Sum and shall be payable in accordance with the payment terms set out in Part A (Frontsheets). ETC shall also be entitled to recover any reasonable storage, handling, protection, administration or remobilisation costs arising as a consequence of such delay.

4. WARRANTY

- 4.1. ETC warrants that, for a period of three (3) years from performance, the Works shall:
- 4.1.1. conform in all material respects to the Specification;
 - 4.1.2. be free from material defects; and
 - 4.1.3. be supplied with reasonable care and skill.
- 4.2. ETC warrants to the Customer that it has the skills, knowledge and experience to fulfil the roles of a contractor and a designer for the purposes of the CDM Regulations and that he will allocate adequate resources for health and safety to enable him to perform his duties as contractor and designer under the CDM Regulations. The Customer warrants to ETC that it will at all times comply with its obligations as client pursuant to the CDM Regulations including (without limitation) the obligation to appoint a principal designer and principal contractor as required by the CDM Regulations. The Customer shall notify ETC of the party or parties appointed as CDM principal designer and principal contractor.
- 4.3. ETC warrants that it will at all material times comply with 'SAPCA', where applicable.
- 4.4. The Customer warrants that it has provided ETC with all relevant, full and accurate information as to the Customer's requirements and needs.
- 4.5. The provisions of this Agreement shall apply to any Works that are rectified or re-performed.
- 4.6. In design of the Works, ETC warrants and undertakes to the Customer that:
- 4.6.1. any materials which ETC specifies or authorises for use in relation to any part of the Works are in accordance with relevant British standard specifications, codes of practice and good building practice current at the time of specification or authorisation for use;
 - 4.6.2. ETC has not specified and shall not specify any materials identified as potentially hazardous in the edition of the publication "*Good practice in the selection of construction materials*" published by The British Council for Offices current at the date of this Agreement, or materials which are generally known at the time of use to be deleterious to health and safety or to durability in the particular circumstances in which they are used.
- 4.7. Iron ores, pyrites and minerals are naturally occurring parts of the aggregates used within asphalt. The discolouration does not affect the performance standards of the court and it does meet British standards. The Customer acknowledges that ETC will not be liable for any iron ore fragments or patches appearing in any tarmac surface, sprayed court surfaces or any court surface at the Site.

- 4.8. The Site will be weed or moss-treated by ETC on the basis of the vegetable matter apparent during the Works. ETC will not be liable for any damage resulting from seepage of weed killer from the Site.
- 4.9. ETC cannot be responsible for, and will have no liability for, weeds or moss returning after treatment of the same.
- 4.10. The nature of the materials and the processes used in the Works make it unavoidable that apparent variations in texture and colour of the surfacing material may occur. ETC cannot guarantee colour or texture matching to tolerances closer than those inherent in the materials and processes used.
- 4.11. ETC will not be liable for wear on the colour spray, line markings, subsidence, clay shrinkage, or ground heave.
- 4.12. If ETC carries out pressure washing services, ETC will not be held liable for any texture or appearance changes due to the dislodging of loose chippings and/or macadam.
- 4.13. In accordance with SAPCA, newly laid asphalt and tarmac requires a curing period of four (4) weeks before colour spray or line markings can be added to the surface. ETC will carry out colour sprays or line markings in accordance with this guidance.
- 4.14. The Customer may be entitled to further warranties from Suppliers in respect of materials used in the Works. If applicable, the Customer will be notified of this and the details will be set out in the O&M Manual.
- 4.15. The Customer acknowledges and accepts that where patch repairs are carried out at Site:
 - 4.15.1. colour matching and blending to existing paint work is not guaranteed;
 - 4.15.2. the patch repair will be distinguishable from any existing paint work and the joins between the new and old paint work will be clearly identifiable; and
 - 4.15.3. ETC cannot accept liability for holes developing in patch repairs once completed.
- 4.16. The Customer acknowledges and accepts that where the Works include the design or the design and installation of any gate to or from the playing area it is ETC's recommendation that such gate should open outwards from the playing area in order to reduce the risk of injury to users.
- 4.17. If the Customer instructs ETC to carry out the Works contrary to the recommendation in Clause 4.16, or any other materially similar recommendation, the Customer shall be deemed to have issued such instruction against the express advice of ETC. In such circumstances:
 - 4.17.1. ETC shall have no liability or responsibility as a consequence of compliance with such instruction (including death or personal injury caused other than by ETC's negligence);
 - 4.17.2. the Customer shall indemnify ETC in respect of all:
 - (a) direct, indirect or consequential liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential loss of business or reputation);
 - (b) other professional costs and expenses; and

- (c) associated interest, penalties and legal costs, suffered or incurred by ETC as a consequence of compliance with such instruction (as calculated on a full indemnity basis);
- the indemnity at Clause 4.17.2 above shall apply whether or not ETC has been negligent or at fault.

- 4.18. ETC, shall not be responsible for and will not be liable for any damage to the Works arising out of:
- 4.18.1. improper use, or use of the Works for any purpose not made clear to ETC pursuant to the Customer's obligations under clause 4.4
 - 4.18.2. fair wear and deterioration;
 - 4.18.3. vandalism, fire, acts of God or general contamination;
 - 4.18.4. the use of incorrect or inappropriate footwear on any surfaces;
 - 4.18.5. chemical reactions with infill materials, inappropriate cleaning agents and / or weed killers, rock salt, contaminated water sources and or any other similar agent;
 - 4.18.6. improper maintenance or repair or non-adherence to ETC's maintenance instructions;
 - 4.18.7. the presence or use of materials or equipment, which would not normally be found on the sporting surface.

5. CHARGES AND PAYMENT

- 5.1. The Charges shall be raised as set out in Part A (Frontsheets) or, in default of such provision, shall be calculated in accordance with ETC's scale of charges in force from time to time.
- 5.2. The Charges are exclusive of VAT (or equivalent sales tax), which shall be payable by the Customer at the rate and in the manner prescribed by law from time to time.
- 5.3. ETC may increase the Charges with immediate effect by written notice to the Customer where there is an increase in the direct cost to ETC of supplying the relevant Works which exceeds 5% and which is due to any factor beyond the control of ETC.
- 5.4. Charges for additional works to those listed in Part A must be agreed between the parties in advance of the additional works being carried out. In the event additional works are carried out without charges being agreed in advance, these additional works will be charged as per ETC's day work rates in force from time to time.
- 5.5. The Charges are based on the assumption that excavation will be in normal subsoil, and that no hidden obstacles will encountered during any part of the work. If rock or running sand, unstable ground, excessive water, any other unforeseen circumstances and/or any Service Pipes not previously advised to ETC are discovered during the Works, ETC reserves the right to charge for any additional work required as a result.
- 5.6. The Charges are based on deliveries gaining close access to the Site. If double handling becomes necessary due to weather, ground conditions or any other unforeseen circumstances an additional charge may be rendered subject to the Customer's prior agreement.

- 5.7. ETC shall invoice the Customer for the Works in accordance with the payment schedule in Part A (Frontsheets) and will be sent electronically to the Customer contact email address listed at section 2 Part A.
- 5.8. The Customer shall pay all invoices in full without deduction or set-off, in cleared funds within the time limit specified at section 4.3 Part A to the bank account nominated by ETC.
- 5.9. Time of payment is of the essence. Where sums due under this Agreement are not paid in full by the due date:
 - 5.9.1. ETC may, without limiting its other rights, charge interest on such sums at 4% a year above the base rate of the Bank of England from time to time in force, and
 - 5.9.2. interest shall accrue on a daily basis, and apply from the due date for payment until actual payment in full, whether before or after judgment.
- 5.10. ETC may set and vary credit limits from time to time and withhold all further supplied if the Customer exceeds such credit limit.

6. ANTI-BRIBERY

- 6.1. For the purposes of this clause 6 the expressions **adequate procedures** and **associated with** shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 6.2. Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
 - 6.2.1. all of that party's personnel;
 - 6.2.2. all others associated with that party; and
 - 6.2.3. all of that party's subcontractors;involved in performing the Agreement so comply.
- 6.3. Without limitation to clause 6.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 6.4. Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this clause 6.

7. ANTI-SLAVERY

- 7.1. The Customer undertakes, warrants and represents that:
 - 7.1.1. neither the Customer nor any of its officers, employees, agents or subcontractors has:
 - (a) committed an offence under the Modern Slavery Act 2015 (a **MSA Offence**); or
 - (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

- (c) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - 7.1.2. it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy
 - 7.1.3. its responses to ETC's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and
 - 7.1.4. it shall notify ETC immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Customer's obligations under clause 7.1. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Customer's obligations.
- 7.2. Any breach of clause 7.1 by the Customer shall be deemed a material breach of the Agreement incapable of remedy for the purpose of clause 13.1.1 and shall entitle ETC to terminate the Agreement with immediate effect.

8. INDEMNITY AND INSURANCE

- 8.1. The Customer shall indemnify, and keep indemnified, ETC from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by ETC as a result of or in connection with the Customer's breach of any of the Customer's obligations under this Agreement.
- 8.2. The Customer shall have in place contracts of insurance with reputable insurers incorporated in the United Kingdom or European Union to cover its obligations under this Agreement. On request, the Customer shall supply, so far as is reasonable, evidence of the maintenance of the insurance and all of its terms from time to time applicable. The Customer shall on request assign to ETC the benefit of such insurance.
- 8.3. ETC shall take out with insurers of good repute carrying on such insurance business in the United Kingdom or European Union insurance providing an adequate level of cover in respect of all risks which may be incurred by ETC, arising out of ETC's performance of this Agreement including death or personal injury, loss of or damage to property or any other loss.

9. LIMITATION OF LIABILITY

- 9.1. ETC's liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 9.
- 9.2. Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:
 - 9.2.1. death or personal injury caused by negligence;
 - 9.2.2. fraud or fraudulent misrepresentation; and
 - 9.2.3. any other losses which cannot be excluded or limited by applicable law.

- 9.3. Subject to clauses 9.2, ETC's total liability arising in accordance with this Agreement shall not exceed the percentage of the Charges set out in the table below based on the period in which any claim was notified by the Customer to ETC in accordance with clause 16.

Period of time (in years) following practical completion that the defect(s) is notified to ETC	Percentage of Charges
On or before the 1 st anniversary of the date of practical completion of the Works.	75%
On or before the 2 nd anniversary but after the 1 st anniversary of the date of practical completion of the Works	50%
On or before the 3 rd anniversary but after the 2 nd anniversary of the date of practical completion of the Works	25%
After the 3 rd anniversary of the date of practical completion of the Works	0 %

- 9.4. Subject to clauses 9.2, ETC shall not be liable for consequential, indirect or special losses, including (whether direct or indirect): loss of profit; loss of use; loss of production; loss of contract; loss of opportunity; loss of savings, discount or rebate (whether actual or anticipated); and harm to reputation or loss of goodwill.

- 9.5. **ETC shall have no liability whether due to ETC's negligence or howsoever arising unless the Customer:**

- 9.5.1. has given ETC written notice within 90 days of the of the Customer discovering the circumstances giving rise to the alleged liability;
- 9.5.2. grants on ETC's request ETC free and reasonable access to inspect and test the Works or any part of the Works (which may include the taking of reasonable samples) and to; and
- 9.5.3. provides to ETC on ETC's request:
- (a) accurate and true records showing hours of usage, actual playing hours and use of the Works;
 - (b) accurate and true maintenance records of the Works including a regularly updated maintenance log, maintenance contractor receipts, and maintenance reports;
 - (c) any information, correspondence, records or other documents held by the Customer and which is potentially relevant to the matters set out at clause 4.18; and
 - (d) reasonable access to any of the Customer's staff, workers, contractors or other persons for the purposes of ETC obtaining information regarding the circumstances giving rise to the alleged liability.

10. INTELLECTUAL PROPERTY

- 10.1. All Intellectual Property Rights in the Documents shall remain vested in ETC.
- 10.2. The ETC grants to the Customer an irrevocable, royalty-free, non-exclusive licence to use and to reproduce the Documents for any purpose in connection with the Works including, without limitation, the execution, completion, maintenance, letting, occupation, management, sale, advertisement, alteration, extension, reinstatement and repair of the same. Such licence shall carry the right to grant sub-licences and shall be transferable to any third party.
- 10.3. The ETC shall not be liable for the consequences of any use of the Documents for any purpose other than that for which they were prepared.

11. CONFIDENTIALITY

- 11.1. Both parties shall keep confidential all Confidential Information of the respective party and shall only use the same as required to perform the Agreement.
- 11.2. The provisions of this clause 11 shall not apply to:
 - 11.2.1. any information which was in the public domain at the date of the Agreement;
 - 11.2.2. any information which comes into the public domain subsequently other than as a consequence of any breach of the Agreement or any related agreement; or
 - 11.2.3. any disclosure required by law or a regulatory authority or otherwise by the provisions of the Agreement.
- 11.3. This clause shall remain in force for a period of five years from the date of the Agreement and, if longer, three (3) years after termination or expiry of this Agreement.

12. FORCE MAJEURE

- 12.1. A party shall not be liable if delayed in or prevented from performing its obligations due to Force Majeure, provided that it:
 - 12.1.1. promptly notifies the other of the Force Majeure event and its expected duration; and
 - 12.1.2. uses best endeavours to minimise the effects of that event.
- 12.2. If, due to Force Majeure, a party is delayed in or prevented from performing its obligations for a continuous period exceeding 14 days or a total of more than 30 days in any consecutive period of 60 days the parties shall, within 30 days, renegotiate the Agreement to achieve, as nearly as possible, the original commercial intent.

13. TERMINATION

- 13.1. ETC may terminate the Contract at any time by giving notice in writing to the Customer if:
 - 13.1.1. the Customer commits a material breach of this Agreement and such breach is not remediable or the Customer commits a material breach of the Agreement which is not remedied within 14 days of receiving written notice of such breach;

- 13.1.2. the Customer repeatedly breaches any of the material terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement;
- 13.1.3. the Customer has failed to pay any amount due under the Agreement on the due date and such amount remains unpaid within 30 days after ETC has given notification that the payment is overdue; or
- 13.1.4. any consent, licence or authorisation held by the Customer is revoked or modified such that the Customer is no longer able to comply with its obligations under the Agreement or receive any benefit to which it is entitled.
- 13.2. Either party may terminate the Agreement at any time by giving notice in writing to the other party if:
 - 13.2.1. the other party is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if ETC reasonably believes that to be the case;
 - 13.2.2. the other party becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
 - 13.2.3. the other party has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
 - 13.2.4. the other party has a resolution passed for its winding up;
 - 13.2.5. the other party has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
 - 13.2.6. the other party is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within seven days of that procedure being commenced;
 - 13.2.7. the other party has a freezing order made against it;
 - 13.2.8. the other party is subject to any recovery or attempted recovery of items supplied to it by a Contractor retaining title to those items;
 - 13.2.9. the other party is subject to any events or circumstances analogous to those in clauses 13.2.1 to 13.2.8 in any jurisdiction;
 - 13.2.10. the other party takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses 13.2.1 to 13.2.9 including giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process.
- 13.3. The right of ETC to terminate the Agreement pursuant to clause 13.2 shall not apply to the extent that the relevant procedure is entered into for the purpose of amalgamation, reconstruction or merger (where applicable) where the amalgamated, reconstructed or merged party agrees to adhere to the Agreement.
- 13.4. Termination or expiry of the Agreement shall not affect any accrued rights and liabilities of ETC at any time up to the date of termination.

- 13.5. Upon termination of this Agreement by ETC pursuant to clause 13.1 or 13.2, the Customer shall immediately pay:
- 13.5.1. all sums properly due and payable under the Agreement up to the date of termination;
 - 13.5.2. the value of any materials manufactured, procured or allocated specifically for the Works (whether delivered to the Site or not), such value to be determined in accordance with the Contract Sum;
 - 13.5.3. any reasonable costs incurred by ETC as a result of the termination including, without limitation, storage, handling, demobilisation, remobilisation and administration costs; and
 - 13.5.4. loss of profit on the unperformed balance of the Works;
 - 13.5.5. The amounts payable under this clause 13.5 shall constitute a debt due and payable to ETC. Such sums shall be payable in full notwithstanding any alleged dispute, counterclaim or set-off.

14. DISPUTE RESOLUTION

- 14.1. The adjudication provisions contained in part 1 of the Scheme for Construction Contracts (England and Wales) Regulations 1998 (SI 1998/649) (the **Scheme**) shall apply to this Agreement.
- 14.2. The Technology and Construction Solicitors Association shall be the nominating body for the purposes of paragraph 2(1)(b) of the Scheme.
- 14.3. If either party intends to dispute the adjudicator's decision it must serve a notice on the other party stating its intention to refer the dispute for final determination by way of arbitration. If neither party serves such notice within 28 days of the adjudicator's decision, the adjudicator's decision will be final and binding on the parties.

15. DATA PROTECTION

- 15.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 15 is in addition to, and does not relieve remove or replace, a party's obligations under the Data Protection Legislation.
- 15.2. The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the data controller and ETC is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).
- 15.3. Without prejudice to the generality of Clause 15.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to ETC for the duration and purposes of this Agreement.
- 15.4. Without prejudice to the generality of Clause 15.1, ETC shall, in relation to any Personal Data processed in connection with the performance by ETC of its obligations under this Agreement:

-
- 15.4.1. process that Personal Data only on the written instructions of the Customer unless ETC is required by all applicable laws, statutes, regulations from time to time in force ("Applicable Laws") to otherwise process that Personal Data. Where ETC is relying on the laws of a member of the European Union or European Union Law as the basis for processing Personal Data, ETC shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the ETC from so notifying the Customer;
- 15.4.2. ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- 15.4.3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 15.4.4. not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (a) the Customer or ETC has provided appropriate safeguards in relation to the transfer;
 - (b) the data subject has enforceable rights and effective legal remedies;
 - (c) ETC complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) ETC complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- 15.4.5. assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 15.4.6. notify the Customer without undue delay on becoming aware of a Personal Data breach;
- 15.4.7. at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the Personal Data; and
- 15.4.8. maintain complete and accurate records and information to demonstrate its compliance with this clause 15 and allow for audits by the Customer or the Customer's designated auditor.
- 15.5. ETC shall not appoint any third party processor of Personal Data under this Agreement without the Customers prior written consent.

16. NOTICES

- 16.1. Any notice or other communication given by a party under this Agreement shall:
- 16.1.1. be in writing and in English;
 - 16.1.2. be signed by, or on behalf of, the party giving it; and
 - 16.1.3. be sent to the relevant party at the postal or email address set out in the Agreement
 - 16.1.4. for notices sent electronically, a typed name at the end of the communication or any other form of electronic signature meeting the requirements of the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 shall satisfy the signature requirement
- 16.2. Notices may be given, and are deemed received:
- 16.2.1. by hand: on receipt of a signature at the time of delivery;
 - 16.2.2. by Royal Mail Recorded Signed For post: at 09:00 on the second Business Day after posting;
 - 16.2.3. by Royal Mail International Tracked & Signed post: at 09:00 on the fourth Business Day after posting; and
 - 16.2.4. by fax: on receipt of a transmission report from the correct number confirming uninterrupted and error-free transmission.
 - 16.2.5. by email: to the email address of the relevant party set out in the Agreement (or such other email address as that party may notify under clause 16.3). A notice sent by email will be deemed to have been received at the time of transmission, provided that the sending party does not receive any error message or automated notification indicating non-delivery. If deemed receipt would otherwise occur before 09:00 on a Business Day, it shall be deemed to have been received at 09:00 on that day; if deemed receipt would occur after 17:00 on a Business Day or on a day which is not a Business Day, it shall be deemed received at 09:00 the next Business Day
- 16.3. Any change to the contact details of a party as set out in the Agreement shall be notified to the other party in accordance with clause 16.1 and shall be effective:
- 16.3.1. on the date specified in the notice as being the date of such change; or
 - 16.3.2. if no date is so specified, 2 Business Days after the notice is deemed to be received.
 - 16.3.3. A party may change its email address for service by giving notice in accordance with this clause. The change is effective on the date specified in the notice or, if no date is specified, two Business Days after the notice is deemed received.
- 16.4. This clause does not apply to notices given in legal proceedings or arbitration.

17. CUMULATIVE REMEDIES

The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.

18. FURTHER ASSURANCE

The Customer shall at the request of ETC, and at the Customer's own cost, do all acts and execute all documents which are necessary to give full effect to this Agreement.

19. ENTIRE AGREEMENT

- 19.1. The parties agree that this Agreement and any documents entered into pursuant to it constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 19.2. Each party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in this Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in this Agreement.
- 19.3. Nothing in this Agreement purports to limit or exclude any liability for fraud.

20. VARIATION

No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and this Agreement and is duly signed or executed by, or on behalf of, ETC.

21. ASSIGNMENT

- 21.1. The Customer may not assign, subcontract or encumber any right or obligation under this Agreement, in whole or in part, without ETC's prior written consent, which it may withhold or delay at its absolute discretion.

22. SET OFF

- 22.1. ETC shall be entitled to set-off under this Agreement any liability which it has or any sums which it owes to the Customer under this Agreement or under any other contract which ETC has with the Customer.
- 22.2. The Customer shall pay all sums that it owes to ETC under this Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

23. NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

24. EQUITABLE RELIEF

The Customer recognises that any breach or threatened breach of this Agreement may cause ETC irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to ETC, the Customer acknowledges and agrees that ETC is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

25. SEVERANCE

- 25.1. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.
- 25.2. If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.

26. WAIVER

- 26.1. No failure, delay or omission by this Agreement in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 26.2. No single or partial exercise of any right, power or remedy provided by law or under this Agreement by ETC shall prevent any future exercise of it or the exercise of any other right, power or remedy by ETC.
- 26.3. A waiver of any term, provision, condition or breach of this Agreement by ETC shall only be effective if given in writing and signed by ETC, and then only in the instance and for the purpose for which it is given.

27. COMPLIANCE WITH LAW

The Customer shall comply with all laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with this Agreement.

28. THIRD PARTY RIGHTS

- 28.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

29. GOVERNING LAW & JURISDICTION

- 29.1. The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.
- 29.2. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

ETC Sports Surfaces Limited

Unit 3, Bellcroft, Eastways Industrial Estate, Witham, Essex, CM8 3YU

Tel: 01621 85 86 86

Email: info@etcsports.co.uk

Web: www.etcsports.co.uk



EXCLUSIVE ONLY TO E.T.C SPORTS SURFACES



REQUEST FOR ITEMS ON THE AGENDA

**Sections shaded Blue to be completed by
the requesting member**

**Sections unshaded to be completed by
the Proper Officer or their delegate**

Item topic	Citizen Award Panel
Advisory Group/Committee recommendation?	To be agreed
Proposed by	Ian Sparks
Seconded by (if known)	
Proposed outcome – i.e. discussion, decision *	The item to be discussed and decision to be voted on at Council Meeting
If motion, please indicate required wording *	To agree to the set up of a panel to organise and adjudicate over the agreed rules appertaining to the item
Background (provided by the proposer)	To allocate volunteer Councillors for this item and for the onward set up and agreement of the specifications to allow the panel to complete their task. Specifications needed are panel meeting arrangements, any outside members if deemed necessary, the format of the rules regarding who can be nominated for the award, whether an annual award or other time scale and agree to the type of award and price of such item.
Background (provided by the Proper Officer)	As above.
Financial implication (anticipated by the proposer)	The purchase of an award style as agreed by the panel and the time scale of awarding.
Financial implication (anticipated by the Proper Officer)	Dependent on award/prize.



Legal implications	UK-GDPR considerations when holding personal data (of nominees and nominators)
Proposer's signature	Ian Sparks

Explanatory Notes:

- * 1. If discussion is required before a decision and the proposer is not clear on what the outcome of discussions may be, please indicate 'to discuss and decide' - a motion will then be formulated at the meeting;
- * 2. If discussion or consideration is required *without* a decision, please indicate 'to discuss', 'to consider' etc;
- * 3. If a decision is sought and a motion required (for example, a recommendation by a committee), please indicate this.

Standing Orders 9 and 10 apply to notices of motion:

9. Motions for a meeting that require written notice to be given to the Proper Officer

A motion shall relate to the responsibilities of the meeting which it is tabled for and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.

No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least five clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.

The Proper Officer may, before including a motion on the agenda received in accordance with Standing Order 9(b) above, correct obvious grammatical or typographical errors in the wording of the motion.

If the Proper Officer considers the wording of a motion received in accordance with Standing Order 9(b) above is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it in writing to the Proper Officer so that it can be understood at least three clear days before the meeting.

If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the Councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.

Subject to Standing Order 9(e) above, the decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.

Motions received shall be recorded in a book for that purpose and numbered in the order that they are received.



Motions rejected shall be recorded in a book for that purpose with an explanation by the Proper Officer for their rejection.

10. Motions at a meeting that do not require written notice

- a. The following motions may be moved at a meeting without written notice to the Proper Officer:
 - i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to move to a vote;
 - iii. to defer consideration of a motion;
 - iv. to refer a motion to a particular Committee or sub-Committee;
 - v. to appoint a person to preside at a meeting;
 - vi. to change the order of business on the agenda;
 - vii. to proceed to the next business on the agenda;
 - viii. to require a written report;
 - ix. to appoint a Committee or sub-Committee and their members;
 - x. to extend the time limits for speaking;
 - xi. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
 - xii. to not hear further from a Councillor or a member of the public;
 - xiii. to exclude a Councillor or member of the public for disorderly conduct;
 - xiv. to temporarily suspend the meeting;
 - xv. to suspend a particular Standing Order (unless it reflects mandatory statutory requirements);
 - xvi. to adjourn the meeting; or
 - xvii. to close a meeting.

REQUEST FOR ITEMS ON THE AGENDA

**Sections shaded Blue to be completed by
the requesting member**

**Sections unshaded to be completed by
the Proper Officer or their delegate**

Item topic	Councillor surgeries for residents
Advisory Group/Committee recommendation?	No
Proposed by	Ian Sparks
Seconded by (if known)	
Proposed outcome – i.e. discussion, decision *	The item to be discussed and decision to be voted on at Council Meeting
If motion, please indicate required wording *	To agree that ECPC Councillors will operate a monthly surgery for residents
Background (provided by the proposer)	An item to allow residents to contact directly with Parish Councillors. The proposal is for these surgeries to be held on a Saturday morning between 11am to 1pm. There will be an agreed rota for Councillors attendance with Councillors able to change dates agreeably with another Councillor if non-attendance due to circumstances arises. Hopefully the residents will find this use to report any problems and/or gain info and access other Authority actions. The Councillor will report on their activity at the next Parish Council meeting for all with a written and if needed verbal update.
Background (provided by the Proper Officer)	As above
Financial implication (anticipated by the proposer)	None apart from electricity use in the winter months.
Financial implication (anticipated by the Proper Officer)	As above

Legal implications	None
Proposer's signature	Ian Sparks

Explanatory Notes:

- * 1. If discussion is required before a decision and the proposer is not clear on what the outcome of discussions may be, please indicate 'to discuss and decide' - a motion will then be formulated at the meeting;
- * 2. If discussion or consideration is required *without* a decision, please indicate 'to discuss', 'to consider' etc;
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If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the Councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.

Subject to Standing Order 9(e) above, the decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.

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 - vi. to change the order of business on the agenda;
 - vii. to proceed to the next business on the agenda;
 - viii. to require a written report;
 - ix. to appoint a Committee or sub-Committee and their members;
 - x. to extend the time limits for speaking;
 - xi. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
 - xii. to not hear further from a Councillor or a member of the public;
 - xiii. to exclude a Councillor or member of the public for disorderly conduct;
 - xiv. to temporarily suspend the meeting;
 - xv. to suspend a particular Standing Order (unless it reflects mandatory statutory requirements);
 - xvi. to adjourn the meeting; or
 - xvii. to close a meeting.



REQUEST FOR ITEMS ON THE AGENDA

**Sections shaded Blue to be completed by
the requesting member**

**Sections unshaded to be completed by
the Proper Officer or their delegate**

Item topic	The Castle, 77 High Street, Earls Colne, CO6 2QX – protection and monitoring of the Grade II listed building
Advisory Group/Committee recommendation?	No
Proposed by	Cllr Catherine Dennis
Seconded by (if known)	
Proposed outcome – i.e. discussion, decision *	Decision
If motion, please indicate required wording *	That Earls Colne Parish Council requests Braintree District Council to arrange an inspection of The Castle, 77 High Street, by an appropriately qualified Conservation Officer; create a dated photographic record of its present condition; identify any urgent works required to prevent further deterioration; establish an appropriate monitoring programme; and assess whether action is necessary under its listed-building, planning-enforcement, amenity or dangerous-building powers. The Parish Council also requests a written response setting out the action Braintree District Council proposes to take, or its reasons for deciding that intervention is not presently required, and asks that avoidable deterioration is not relied upon to justify more harmful redevelopment in any current or future planning application.

Background (provided by the proposer)	The Castle is a Grade II listed (since 1952) timber-framed building with fabric dating from the late fourteenth century and later periods. It occupies a prominent position within Earls Colne High Street and has significant architectural, historic and community value. The documents accompanying the current planning and listed-building applications identify areas of deterioration and repair need, including water damage, deteriorating external materials and vulnerable historic fabric. Concern has been raised that, should the current residential proposal be refused, the building could continue to deteriorate until its condition is later relied upon as justification for more extensive or harmful redevelopment. The purpose of this motion is not simply to oppose development. It is to ensure that the building's present condition is officially recorded, that any urgent protective works are identified and that Braintree District Council actively monitors the building and considers the statutory powers available to protect it. This would help safeguard an important village heritage asset and demonstrate that prolonged or avoidable deterioration will not be treated as a route to securing more valuable redevelopment.
Background (provided by the Proper Officer)	As above
Financial implication (anticipated by the proposer)	None
Financial implication (anticipated by the Proper Officer)	None

Legal implications	None
Proposer's signature	C.Dennis

Explanatory Notes:

- * 1. If discussion is required before a decision and the proposer is not clear on what the outcome of discussions may be, please indicate 'to discuss and decide' - a motion will then be formulated at the meeting;
- * 2. If discussion or consideration is required *without* a decision, please indicate 'to discuss', 'to consider' etc;
- * 3. If a decision is sought and a motion required (for example, a recommendation by a committee), please indicate this.

Standing Orders 9 and 10 apply to notices of motion:

9. Motions for a meeting that require written notice to be given to the Proper Officer

A motion shall relate to the responsibilities of the meeting which it is tabled for and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.

No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least five clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.

The Proper Officer may, before including a motion on the agenda received in accordance with Standing Order 9(b) above, correct obvious grammatical or typographical errors in the wording of the motion.

If the Proper Officer considers the wording of a motion received in accordance with Standing Order 9(b) above is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it in writing to the Proper Officer so that it can be understood at least three clear days before the meeting.

If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the Councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.

Subject to Standing Order 9(e) above, the decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.

Motions received shall be recorded in a book for that purpose and numbered in the order that they are received.



Motions rejected shall be recorded in a book for that purpose with an explanation by the Proper Officer for their rejection.

10. Motions at a meeting that do not require written notice

- a. The following motions may be moved at a meeting without written notice to the Proper Officer:
- i. to correct an inaccuracy in the draft minutes of a meeting;
 - ii. to move to a vote;
 - iii. to defer consideration of a motion;
 - iv. to refer a motion to a particular Committee or sub-Committee;
 - v. to appoint a person to preside at a meeting;
 - vi. to change the order of business on the agenda;
 - vii. to proceed to the next business on the agenda;
 - viii. to require a written report;
 - ix. to appoint a Committee or sub-Committee and their members;
 - x. to extend the time limits for speaking;
 - xi. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
 - xii. to not hear further from a Councillor or a member of the public;
 - xiii. to exclude a Councillor or member of the public for disorderly conduct;
 - xiv. to temporarily suspend the meeting;
 - xv. to suspend a particular Standing Order (unless it reflects mandatory statutory requirements);
 - xvi. to adjourn the meeting; or
 - xvii. to close a meeting.

File :- ECPCHALLongterm2026.

JULY EDITION

Future Action Points, items of concern and current activities. This is the July 2026 version of a continuing progression of the original document that was prepared to support budget requests. **Changes since the last report are shown in red.**

A new addition this month is the list of small works that we might be able to make a start on, using our CW's. Perhaps, rainy day or winter tasks.

We have had Fire inspection and H&S surveys both of which add to this report. They are the subject of a separate Action Plan, the main points of which are listed at the foot of this report.

We believe this should be read and understood by all Councillors as we are all responsible for the Hall even though we have a delegated team.

The hall has suffered from many years of underspend on maintenance and care. Many areas and fittings are tired and dated. There are also some areas of major concern.

We believe that the Council as a whole needs to understand this and view the budget in the round. Would "your" budget be better spent elsewhere?

The team also strongly believe that the hall is under-used. We feel that it's a bit of a financial nightmare and that we should be making better use of it's earning potential by making it more attractive to hirers.

We have attempted to put a value on most remedial actions. In some cases, because the scale of the problem is as yet unknown, they are best guess.

The accuracy of the guess is unimportant, but the fact that there is a financial implication isn't.

The classification of importance is also unimportant. **All of these items need attention. H&S and Fire Safety requirements make several of them urgent.**

Effectively, this is also the Hall Management Team's task check list.

Heating System

During the heating season the hall is heated when the hirers are present. The length of the warm up period ahead of the hire is longer in the colder months and shorter when the weather warms up. There are late evening and early morning short runs just to keep the chill off. In view of the price of gas, it is a cost efficient exercise to do this. The task of programming the heating times, from creating the timetable spreadsheet to inputting that to the 4 controllers takes about 45 minutes. The advice from our Heating contractor is to do exactly what we are doing. His opinion is that the current price of gas has superseded the "old" advice about keeping buildings warm. He looked at our hirer's timetable and advised us to carry on with the plan. He also advised that, as a default for energy saving reasons, all outer doors should be self closing.

In summer, we expect the place to be overly warm at times. The fixed glazing that we inherited will add to the problem and will probably be a constant reminder that we need to replace the windows and make it a nicer, more welcoming, place.

We will be looking to facilitate window opening in the Small Hall. If successful, it comes with some risks of hirers failing to resecure windows. This may involve asking CVW to return to temporarily remove the glazing. It's important to note that the windows have been fixed or, as in the Large Hall, painted in place for some time. The double glazing makes no difference to that. They are still fixed.

In early 2026 the system appeared to be losing water. It was professionally checked and a small leak was rectified. The apparent loss after the check was because it has become apparent that the system takes a considerable time to settle down after disturbance. We now know that the system needs bleeding at least 5 times over the course of a fortnight to be clear of trapped air. **Self bleeding valves have been fitted to three radiators in the highest part of the building and a fourth will be fitted when the system is serviced in November.**

For the future:- Our regular heating engineer can fix all leaks but a specialist would be needed to trace it (or them) if they were not obvious.

If underfloor work is ever needed it is probably best left, if possible, until the summer, which is less upheaval for hirers. There is some spare flooring under the stage that might be needed if floor work is involved in the main hall. That is basically carpentry work. We have made contact with a local contractor with the requisite skills for the work. May 2026:- Estimated cost for repairing 1 leak under the main hall floor is at least £1k plus £1k for floor work.

If a leak is detected under a solid floor, excavation will be needed with expensive reinstatement. If we cut holes in the small hall floor do we then patch it up or consider replacement of the entire floor covering? Estimated cost of a leak repair is £1k and groundworks £1k.

Our regular heating engineer also has access to specialist contractors for floor work.

Old under-floor pipes are bad news. Solid floor leaks also raise the possibility that we might need to re route substantial sections of pipework.

In early June '26 the system was flushed and inhibited (corrosion protected).
Inhibiting a heating system is not luxury optional extra.

An inhibitor dosing point was added when the flushing was done. The automatic top up system ensures that, in the event of a leak, the correct water levels are maintained, thus ensuring that the heating remains on. The downside is that it can also dilute the inhibitor chemicals which then reopens the likelihood of corrosion. The dosing unit gives ECPC the facility to maintain the correct level of inhibitor.

USE OF DOSER IS RESTRICTED TO ENGINEER AND VH GROUP.

If we ever have a leak under the main hall (suspended) floor, remedial work will present an opportunity to test the substrate for dampness. We will be able to monitor the humidity under the floor. Specialist assistance on the dampness, budget £2k

External Works (Inherited project)

We now believe that we have a handle on what the contractor wants us to pay for and have discussed it with them. Not all of the work they quoted for has been done and not all that was quoted has been invoiced. **The contractor has accepted our proposals on how to clear up outstanding works.**

The project to replace the front windows will be the next task.

Main Hall Floor

A small section of floor in front of the stage had suffered damage from rising damp and was replaced in about 2020/21. The exercise was neither trouble free nor entirely successful and the underlying dampness was addressed by an extractor on the opposite wall.

We feel that the improved ventilation was essential but that it wasn't correctly targeted. The underfloor area in front of the stage probably has very little airflow and that is contributing to the rapidly increasing amount of new blackening in front of the replacement section. We can be certain that the damp problem is still with us.

For the sake of clarity, experience tells us that black on the top goes all the way through so it cannot be sanded off.

The floor to the south side (nearer the entrance lobby) is now showing signs of bowing. That is, the floor is no longer flat (as sanded) and each plank has some curvature. We think that is because the damp is affecting that section and causing swelling.

At the time, the floor was sanded and re sealed (2019 ish), the contractors said that we could not consider another sanding as the floor wasn't thick enough.

We believe that, as a minimum, we need to be budgeting an annual reserve so that we can do the job when the need arises. In around 2019, the quoted replacement cost was £12,000.00 ish. The 2026/7 budget includes an £8k p.a. reserve with an optimistic 3 year target. The job will probably not be as simple as a new floor, because we will need to address the underlying issues of dampness. As a minimum, we probably need to consider adding a membrane to the substrate and possibly re-instating the ventilation that was largely stopped up when the kitchen extension and lobby were added. That might mean getting the underfloor area air piped to outside. (Digging up the floor or the use of a boring machine to create space for new pipes.)

The underfloor ventilation needs to be improved.

We believe that reserving £8k per year with a 3 year target for the estimated "simple" replacement is imprudent and insufficient.

There is a sump under the stage that is set into the water table and collects surplus water which is periodically pumped away. When storing anything under the stage, free access to the sump must be maintained. In heavy rain, the Con Club driveway drains to beside the Chamber notice board. That can't be helping. We need to look at directing Con Club water away to the road and not to under our floor. We possibly need to consider lowering the level of the ground beside the hall.

If any section of the floor failed, the project to resolve the issues would involve paying for professional advice and project management.

The potential size of repair bills raises the possibility of making serious inroads into our reserves or taking out loans.

Known (Current budget to Reserve) £8k

Potential £30k plus

Lobby Roof.

From the beginning of 2026 the roof leaked in three places in heavy rain. Usually not all at once, and presumably dependent on quantity of rain and prevailing wind.

All mastic joints were remade in early June 2026. Despite recent heavy rains, there have been no leaks.

Hall Hirer Access.

It's unwise to expect our long run of lack of issues with hall security to continue. The lack of a person who can be called out for hall problems is a concern that needs to be urgently addressed.

We have an agreed plan to replace the existing hirer key safes with electronic versions to improve the situation, but it currently needs more thought on how to make it work properly. The original proposal failed to consider who would be on the end of the emergency contact phone, whose phone that might be or who might be expected to turn out in an emergency.

A villager who lives locally has stepped forward to express interest in being the emergency contact. White Colne have such a person and they get paid for call outs and attendance.

An alternative access scheme, using cards, was investigated but discarded for cost reasons.

An electronic key safe for the main door has been ordered. The existing safe will be moved to the rear door.

We may eventually need to provide an electronic lock at the rear entrance. The keys have been found and more copies procured.

Questions about the, as yet unenacted, Martyn's Law have been reviewed after the assistant Clerk and one Councillor attended an on-line course. Our Halls are largely unaffected. Nevertheless, we do have safeguarding issues which arise because the halls cannot currently be securely segregated.

The question of an emergency contact phone applies to all current suggestions.

Until the new key safes are in place we need to ask the Clerk to periodically change the access code.

The fitting cost of the electronic locks was not included in the original motion. Known minimum of £500. * (Electronic Locks plus fitting)

Main Electrical Supply Board.

We have been advised that we should consider an update to the main supply board to MCB/RCD, a more up-to-date, and safer, unit that should see us safe from major changes for at least 10 years.

Currently, we just meet regulations but after the anticipated updating of the regs, we won't. The Fire Inspector called for fireproof cabinets. This upgrade provides them. We feel that electrical safety items should be done sooner than later. At best, we have to do this within two years so, even if we ignore the Fire Inspector's advice, we need to be either putting money away or just doing it.

The H&S survey revealed that the board needs to be 1. more secure and 2. have a 30 minute fire protection enclosure. The electrical upgrade provides the fire proofing and we will be fitting a lock to prevent unauthorised access. Known Cost £3,700.00. Despite this being an Electrical safety and H&S issue, normal procurement rules (if below £5,000.00) still apply. Our main electrical contractor indicated in mid June 2026 that he was ready to proceed. Two other contractors visited in early July. Quotes promised.

Clerk Security

We need to look at the safety and security of the Clerks. We need a better camera entry system. The cameras purchased by the previous admin are record only. They may have their uses but entry security isn't one of them. The office door needs beefing up, the glass needs to be replaced **or security filmed**, the lock should be controllable by the clerk from the desk and we should probably look at installing a panic alarm.

The carpenter will be contacted asap.

The H&S survey also raised this issue.

The H&S team are actioning this item.

Known Estimated Cost £ 3k

Chamber Street Door

The closing and latching of the door needs to be addressed from a security point of view. The door doesn't consistently self latch which leaves the Clerks vulnerable. **This may be a simple matter of either adjusting or replacing the closer so a Carpenter will be consulted asap. This might be a job for a CW.. This door might need to be adapted so that it can be used as a fire escape when the bar is in use.**

The H&S team are actioning this item.

We may need to make access from the stairs into the Chamber a coded lock option that the Clerks can control via the intercom system. **Any modifications will need to take account of the fact that this is also a fire escape.**

Known Estimated Cost £300.00* Expenditure Agreed by Full Council

Floor Washer machine

The existing floor washer was incomplete, unserviceable and never used. **It has been scrapped.**

We need to replace that with a decent machine that washes, picks up and dries. We should be regularly (weekly at least) washing the hall floors but they are a minimum of 3 hours of hard labour by mop and bucket, and the caretaker doesn't always have time. We believe that we should obtain a professional machine that washes and recovers the water and dirt for around £2500.00 ex vat. That machine would also be ideal for the toilet and lobby areas and speed the jobs up. In a crisis we could accept help from volunteers or take on casual staff to do the job or reallocate a CW. We believe that supplying a decent machine will demonstrate that we value the caretaker and should help to keep them motivated. Our hirers also deserve better.

The purchase of a Numatic cordless machine has been agreed.

A smaller Numatic wet and dry vacuum cleaner for confined spaces has also been approved Total cost of both machines is approx 2.5k

There is a health and safety issue here. We have users who lay on the floor. We need to take account of that.

For the sake of our workers we need to make efficient cleaning of floors a less onerous task.

Notice Boards.

The damaged paintwork shows us that we need notice Boards in order to satisfy the need for posters and notices whilst avoiding damage.

This project would need to precede painting.

We suggest that we use the simple "click" type with round corners.

A4 are £4.99 and A3 are £6.50. There might be a case for A2 too. Each site will need an individual approach. Estimated cost includes paying for fitting.

May 2026 agenda item for 4 x A3 boards (already purchased) was approved along with further expenditure to a total of £300.00.

We also need to tidy up existing statutory notices. This plan will include providing frames for them all. H&S have also requested more No Smoking signs.

The prohibition of sticking anything to the walls will be added to the Hall Hirers conditions of Hire.

Bar Glass Washer.

The glass washer has been serviced and is now working.

For future reference:-

Approximate cost of Parts:-

Element £130.00 *

Main Thermostat £60.00 *

High Level Stat £47.00

PCB (Controller) £380.00

Fitting of any or all replacement parts on a return visit is £55.00 *

We need to consider an annual maintenance visit.

2026 = £95.00

Bar Bottle Cooler and Bar area improvements.

Bar bottle cooler now in place.

Correct glasses purchased.

The procurement of a few more wine glasses is in hand.

Users report that we can now consider it to be a workable bar but we need to make it clear that there are no draught beer facilities at present even though some of the required equipment is present.

In the long term, the bar needs the facility of a freezer if only to store bags of ice. The donated fridge freezer has been exchanged for an undercounter freezer and is in the glass washing room where it makes a convenient shelf for when the glass washer is in use.

In the long term we should, perhaps, procure an ice maker. The current number of hires does not justify that option at present.

Martyn's Law

ECPC Village Hall is unaffected.

Safeguarding of vulnerable users, Hall door locking and use of the hall partition are considered elsewhere in this report.

Split the Kitchen

In conjunction with splitting the halls, (see below) access to the kitchen should be just that, and not a through passage. If necessary, we can overcome the difficulty of the hirers having access to drinking water by providing bottled water. Locking the kitchen also means that hirers don't have access to the hall that they are not hiring. This measure also helps with efforts to make the caretaker efficient.

It needs to be done, for security purposes and to prevent access to a kitchen via "the back door".

Push button coded locks have been ordered.

H&S advice is that we also need to restrict access by children. We believe that the combination operated latches achieve this.

These locks are easily and quickly opened in the case of emergency exit.

Budget cost now £500.00 for locks and fitting.

Split the Halls

We have started to use the divider in the lobby. A lock will be fitted.

If we can be sure that the toilets for each hall are only used by the respective hirers and that the others are not, the caretaker can apply their efforts proportionately and we can make better use of the available hours. We would have better control over their activities and the hours worked would be more efficient.

Each hall already has it's own doorbell.

This plan means that we would need to ask Small Hall users to enter via the back door and then temporarily disable **(for the period of hire)** the panic bars on the double doors to the lobby. This raises a security issue. The hirers will need educating.

We need to make clear to hirers of the Small Hall that Large Hall hirers might access "their" area, using the key safes, in order to access the light switches in the lobby.

Budget cost £400.00 for carpentry, keys and another electronic lock.

Medium Priority

1. Toilet Flushes

The flushing mechanisms are showing their age. The ease of flushing and the speed of response to operating the levers in two toilets is poor. We need to consider replacing the cisterns/flushes. One toilet seat needs replacing.

We await a report from our regular small works plumber. The cost of the first phase of works has been agreed by full council. **Due for completion by end of July '26.**

Known budget costs £400.00*

2. Inner Fire Doors

The recent Fire Inspection noted that some of the obligatory door seals are defective. We await a visit from a carpenter. To some extent, this work will need to be coordinated with painting. **This could also be completed by our short term Community worker**

Known Budget Cost £500.00*

3. Door Blinds

One window blind between the hall and lobby needs to be replaced. We should also consider fitting blackout roller blinds to the other doors to enhance hall users' privacy. **Fitting could be carried out by our own staff.**

Known Budget Cost of 3 blinds is £60.00*

4. Return the single lobby door to standard Spec.

As standard, doors are normally set to lock on closing with provision to disable the automatic locking for the period of hire. That means that it's just a door that people can use just the same as at home but without needing a key. (Pull the handle and the door opens). Hirers would be given the option to disable the self locking whilst the hall is in use. The door would then self close (as it should do) but still be openable. The idea is that the heat in the lobby is retained and a buffer of warm air is in place between the outside world and the halls. **Contractor to be approached to re-enable manual disabling of the bar operation. Possible CW task?**

Can saving energy and money ever be a bad idea?

The safeguarding of vulnerable users applies to this item.

Budget cost £250.00

5. Rectify the faulty locking on the left hand door (from the inside) of the double lobby doors.

Both doors can be set to non self locking (fuel saving mode) and the key to do this is already on the hirers' key set. The left hand door drags and the locking off mechanism is faulty. We need a contractor (or competent CW) to remedy both faults. It would also improve the hirers' experience. The default on both doors should be to self close. The right hand one would need attention to stop it self latching open, purely for energy saving reasons. Budget cost £400.00*

6. Rectify the Rear Hall Door locking system.

The lower bolt drags on the ground and it is difficult to close correctly. This causes a security issue because the user of the hall may not be strong enough to correctly close the door. **The mechanism is loose.** We have had several recent incidents of the Caretaker/Councillor finding the door partly unlatched. We propose asking a contractor to shorten the lower bolt. Lubrication of the bolts has improved the situation but the dragging bolt needs urgent attention. We think that the door also needs a closer for energy saving reasons. We might need to replace the entire mechanism. Budget cost £1,000.00 or £250.00* for remedial action.

7. Painting and Decorating

Currently, the decoration of the entrance lobby and small hall are incomplete but passable. We also have a lot of damage from posters being stuck to walls with bluTack.

"Don't stick stuff onto the walls" will become part of the hirers' conditions with financial penalties for infringements. Parties and Christmas seem to be when the damage occurs.

Although it has been done in the past, we think that Caretaking does not leave any time for painting.

We have concluded that we should get the work done by professionals. We need to make it clear that we need a contractor who is prepared to work round the hirers as there are some fairly long periods of non use of the halls. We think that this approach would give us some visible progress and a decent finish.

Some painting has been approved by Full Council.

Three painters have been approached and have quoted. There is a wide gap between their prices so the suggested approach is to use the cheapest in (say) the kitchen or bar to assess their work. Then review the situation.

We have Full Council approval to decorate the Bar, Bar Store and Bar Seating Areas for £650.00 but have now postponed it and have obtained full Council approval to paint the Small Hall and rear lobby.

This work is currently on hold while we investigate ways to provide (say) hanging cords that hirers might use to hang decorations.

Staff to receive training on hoists in order to enable safe working at height.

Mr T. (one of the quoting painters) didn't like the stark white in the lobby. We agree. We discussed "National Trust" green and blue for there but not everywhere. Definite pastel shades. VH team to decide if and when and put it to Council. We have specified Dulux trade or close alternative paints.

We should also be creating specific reserves for the jobs.

We could consider replacing some or all of the toilet mirrors that are showing signs of ageing.

Whilst we should be looking for grants, we should also take a prudent view and make financial provisions. Or just save up by creating reserves.

8. Rear Lobby Entrance Grit Trap Mat

There is currently no way that visitors who use the rear door can clean their shoes. We need a mat well or grit trap so that the Small Hall floor can be kept cleaner. **Poor weather and the winter add to this problem so it needs to be resolved by about October.**

9. Hall Chairs

We have had complaints about the lack of proper cushioning on the chairs. It's a fair point. We have found a supplier of upholstery foam and will be doing exploratory work. This might come under the heading of rainy day jobs for the CWs.

Low Priority Level 4

1. Downpipe on outer wall of bar seating area

Appears to be blocked. Lower end not visible so where the water eventually goes is unknown. The high level of the Con Club drive is probably not helping the underfloor dampness.

2. External Window Sill - Clerk's Office

Whilst assessing the S&S work we noticed that the window sill to the south window of the Clerk's office appears to need a repair, at best. It's oak, so won't be cheap if a replacement is needed. Say £1,000.00. note that there are Heritage/Conservation issues on repair work.

This could be part of the window project if that is progressed reasonably soon but the H&S survey suggested that it needs urgent inspection to determine if it might fail, fall and cause injury. Not considered dangerous but is unsightly and should be attended to before the end of August.

Estimated Repair Cost £1k*

3. Main Hall front doors

These are not as easy to close as they should be. We have had recent episodes of doors being left open/unlatched. They need attention from an expert. Fitting a pull handle and giving clearer advice might help.

Minimum budget £400.00*

4. Roof/Ceiling Insulation

Whilst the heating upgrades were in progress we were able to inspect the insulation above the Small Hall. It's thin and well below the current suggested thickness. We need to plan for improvements and look for "ECO" grants. We need a plan in place ready for when the grants appear.

The insulation above the Main Hall has not been inspected.

5. Curtains/Blinds

All curtains and runners are showing their age. We feel that, as a minimum, the runners should be replaced. The practicality of doing that but not replacing the curtains at the same time needs to be considered.

6. Remote Thermostats

There is a case for setting the temperatures and times remotely. Possibly a task for the Assistant Clerk. The cost of a remote system has not been

explored. No action currently planned as VH team prepare the weekly spreadsheets and they and the caretaker adjust the timers, so is cost free.

7. Add a Commercial Dishwasher to the kitchen.

Should we make the kitchen more attractive to hirers by providing a commercial dishwasher? This is a long term project that would need more research and costings. Franke Kingfisher, counter top model.

£1116.00 plus fitting £150.00

Estimated Cost £1266.00 *

8. Add a Commercial microwave to the kitchen

Nisbetts, Samsung £580.00 *

We feel that it would make the hall more attractive to hirers.

9. Fridge/Freezers

The white fridge appears to not be working properly. Say £400.00 for a domestic type replacement. It would be a larger type fridge (no freezer compartment) and the actual unit should be a spot decision on the day. No urgency until we have hirers, but do we even need two fridges?. **Perhaps procure a second hand one?**

10.. Small Hall Projector Screen.

The projection system in the Small Hall projects onto a plain wall. In an ideal situation, we'd have a proper screen. There is very little demand for this so we consider the wall to be sufficient. We need to make clear that access, other than to play BluRay films, to this system requires a computer, some expertise, and practice. It is not Plug and Go. Work needed on a written operating procedure.

The discussions around use of the hall for Youth activities will change the priority on this. ECC Youth service may have funds for a screen. Grants might be available. Budget cost for an electrically operated screen, £300.00. Showing of films attracts a Performing Rights charge for a licence.

Capital Projects and Long Term Improvements

1. Front Section Wooden Windows (Replacement)

These were part of the "grand plan". They are old, single glazed, insecure and failing. We need to progress this. Note that there are "heritage" issues here too.

Budget Cost £60k but grants are involved.

Estimated cost to us £30k*

2. Small White "sash" windows on South face (Toilets)

All are rotten and need to be replaced. They are possibly part of the inherited "big" plan, We suggest that we start replacing in fours or reserving or looking at grants.

£4,000.00 pa annual reserve as a minimum, and hope for the best.

Any grant income would be a windfall, but it would be imprudent if we made grant income part of our plans.

We need to have priced plans on file so that we can quickly respond to grant availability.

Old papers suggested aluminium units to match in with the entrance doors.

There appears to be no merit in not using PVC. It might also have better thermal properties as well as being cheaper.

Known suggested annual reserve £4k*

3. Large Sash Windows in Small Hall

We have very old, but recently repaired and painted, sash windows that cannot easily be opened. Opening is currently impossible now that the secondary glazing has been fitted. We have already had complaints about lack of ventilation **so will be investigating ways round the problem. Making the windows openable creates a potential security issue.**

We need modern, properly insulated, windows with a remote opening system.

When we get to this we will need to robustly oppose the "Conservation" view that they need to be made of wood.

Priced plans are needed for the file.

Known Estimate £10k*

4. Large Sash Windows in Large Hall

The Small Hall comments also apply to these windows. They have only had cursory attention in the last two years. They have secondary glazing but are in poor condition. **There is probably no easy answer to this. The windows are to be painted shut. Any future plans need to include remote opening.**

Priced plans needed for file.

Known Estimate £10k*

5. Paper Towels

All toilets have a single rolled paper towel dispenser. The system comes under pressure when we have weekend hirers. We currently have no weekend caretaking so we need more capacity.

When we know that there will be heavy use, the caretaker should be asked to put new towel rolls in and thoughtfully move them around.

Ideally, we need alternative/back up folded towel dispensers, a second dispenser or electric dryers.

Say 5 off folded paper dispensers at £40.00 each = £200.00

6. Prepare Long Term Toilet Refurbishment Plan

We probably need to have ready made renovation projects planned and priced. Should grant funds become available, we would then be in a good position to get the claim in early. For a start, the toilets, whilst functional, are very dated so we need modular design schemes ready to go.

Outside assistance needed.

Estimated £50k*

9th June 2026 edition

ECPCHALLongterm2026.odt

The following were all new items for the JUNE 2026 Meeting:-

Not a full list. The H&S report has not been seen

ACTION PLAN ITEMS - H&S

1. Clerk office window filming.
2. PAT Testing.
3. Stair Lift Servicing - **Actioned in late June.**
4. Redundant dance mats (not ours) **are gone.**
5. Safety Tape on Stage Stairs and Bar Seating area margin.
6. Check that the Stage lighting documentation is complete. **It is.**
7. Steps to stage need gates.

8. Bar fridge freezer move to glass washer area. **Actioned.**
9. Remove glass wash area door. **Possibly a job for CW/Handyman**
10. Non slip mats for bar top. **Supplied in early June. Thank you to The Drum PH in Earls Colne.**
11. Foyer "box office" glass filming. **Low priority.**
12. Small Hall stairs to stage need gates. **Low priority**
13. Electronic lock project to be progressed. **Main door lock on order. Keys procured for rear doors.**
14. Replace childproof inserts in electrical sockets. **All low level sockets are now protected. The kitchen ones, on the assumption that it's only infants at risk, will not be done. NB that UK sockets are inherently safe anyway. The infants at risk would need tools to open the shutters to expose live contacts.**

ACTION PLAN ITEMS - FIRE

1. Front RH fire door operation
2. Gas Meter cupboard needs a Fire Key, not a keysafe lock. **On order**
3. Cooker gas and electrical tests. **Sibley consulted in June. Visit tba.**
4. Cooker hood filters. **Councillor to Clean.**
5. Extract system Services:- 1 x kitchen, 1 x Glass wash area, 1 x Main Hall, **1 x Toilets. Sibleys can do all except the Main Hall one. Date tba.**
6. Move Fire Assembly Point sign.
7. All fire door brush seals
8. Main Hall PA PAT testing? **Same time as everything else.**
9. Remove bump stop on Main Hall entrance from Foyer. This was put in place because the closer is rather fierce. We think that the seasonal CW might have the skills to adjust it. There will be a spare closer when the glass washer area door is removed. If it can't be adjusted to close softly, we will need to change to conventional closers. Estimated £400.00
10. Fireproofing of Stage Curtains. Investigate and remedy if needed. **Some research has been done. Supplier of materials identified.**

ACTION PLAN ITEMS - FOOD HYGIENE

1. Current Food Hygiene Certifications
2. Draught Beer lines. **No action proposed. Visiting bars will be told that there are no facilities. Without cask refrigeration, these are of no use.**

ACTION PLAN ITEMS - OTHER

1. Procure a floor washer. **Agreed at the June meeting.**
2. Procure a small area spot cleaner. **Agreed at the June meeting.**
3. Rectify/replace Bar area water heater. **Plumber will review in July**
4. Progress the poor performing toilet flush and other minor issues **Agreed at the June meeting. Hopefully July.**
5. Painting Small Hall **Agreed at the June meeting. The question about a) festoon lights and b) More hooks for Xmas decorations to be agreed before painting. New notice boards will need to have been fitted before paint.**

ROLLING LIST OF SMALL WORKS- Possible competent CW tasks? (Not in order of priority)

Remove Glass Washer room door
 Replace hinges on glass washer base cabinet
 Review main hall swing door closers. (reuse glass washer one?)

Remove Extra bump stops from swing doors
Paint new putty on Chamber exterior door.
Fit new digital key safe outside main entrance lobby
Fit keysafe to rear door
Fit new key safes to partition door
Fit new lock to partition.
Review lobby double outer door fire escape auto latching
Review rear door push bar mechanism. Loose and dragging
Return single lobby fire door lock off mechanism to standard
Review Large Hall exterior fire door mechanisms
Fit pull handles to front fire doors
Remove Blutac and other sticky remnants
Prepare damaged wall areas and paint
Remove small hall festoon lights
Fit more festoon light hanging hooks
Fit wall hanging hooks to small hall
Apply safety tape to stage steps and stage.
Check feet of all hall chairs. Replace inserts as required.
Survey/investigation before start of hall chair set cushion replacement.
Review plastic chairs to ensure that the worst one are disposed of.
Corner buffers on to small hall tables.
Inner Fire door brush seals.
Review/temp removal of secondary glazing in rear hall. Potential window opening.
Review all plastic chairs under the stage. Ensure that we only retain the best.
Remove pallets from under stage and dispose of.

REQUEST FOR ITEMS ON THE AGENDA

**Sections shaded Blue to be completed by
the requesting member**

**Sections unshaded to be completed by
the Proper Officer or their delegate**

Item topic	Speed Limit Change Request for Station Road, Earls Colne
Advisory Group/Committee recommendation?	No
Proposed by	Bob Cook
Seconded by (if known)	
Proposed outcome – i.e. discussion, decision *	Discussion and decision
If motion, please indicate required wording *	This Council strongly supports the community's petitioned request to reduce the speed limit on Station Road Earls Colne to 30 mph
Background (provided by the proposer)	Station Road has, in recent years, seen a significant increase in traffic. Many years ago the road was once little more than a country road but it now bears traffic accessing two industrial estates, the Water Treatment Plant, Care home, Scout Hut, Golf Club and the Atlas Road development, as well as having two bus stops. The traffic burden was, more recently, further increased when the Bourne Brook View housing was added to the village. The road is now an integral part of the village and is one of two pedestrian routes to the village centre and school. It makes little sense to restrict traffic speeds to 30mph on the main road, only to allow a short stretch of 40mph carriageway to the next, speed restricted, section of the village. The non continuous, very narrow, pavements put pedestrians at risk because a single journey from one end of the road to the other involves three crossings of this 40mph road. It is not unreasonable to assume that Parents contemplating walking to the village centre assess the risks to themselves and their families and make the sensible decision to stay safe by using their vehicles. In most places, two pushchairs cannot pass each other without resorting to

	stepping onto this 40mph road. This stretch of road is part of the Greenway North Essex Route which is supported by ECC, BDC and Sustrans. The scheme aims to encourage people to walk or cycle and use their cars less. Leaving the limit at 40 mph limit negates those efforts. Effectively, inaction by one department of ECC is negating the efforts of another department of ECC as well as BDC. As we have seen from recent pavement works in the High Street, the dangers posed by diverting people off a walkway onto the road are always mitigated by traffic restrictions. There can be no reason why pedestrians in the 40mph zone of Station Road should be expected to accept lower levels of protection than roadside workers and pedestrians in a 30mph zone in the High Street. If approved, the new Planning Application for a further 80 houses off Station Road would further exacerbate the hazards. There would be a large increase in traffic in the construction phase, followed by normal traffic to and from the new homes, when completed. No vehicles should be allowed to travel at more than 30mph on this road. The limit on the whole of Station Road to the river bridge should be 30mph.
Background (provided by the Proper Officer)	As above
Financial implication (anticipated by the proposer)	Unknown. Safety costs money but correcting this anomaly improves taxpayers' value for money by removing obstacles to the work of ECC, BDC and Sustrans. .
Financial implication (anticipated by the Proper Officer)	None to PC
Legal implications	None
Proposer's signature	RPC

Explanatory Notes:



- * 1. If discussion is required before a decision and the proposer is not clear on what the outcome of discussions may be, please indicate 'to discuss and decide' - a motion will then be formulated at the meeting;
- * 2. If discussion or consideration is required *without* a decision, please indicate 'to discuss', 'to consider' etc;
- * 3. If a decision is sought and a motion required (for example, a recommendation by a committee), please indicate this.

Standing Orders 9 and 10 apply to notices of motion:

9. Motions for a meeting that require written notice to be given to the Proper Officer

A motion shall relate to the responsibilities of the meeting which it is tabled for and in any event shall relate to the performance of the Council's statutory functions, powers and obligations or an issue which specifically affects the Council's area or its residents.

No motion may be moved at a meeting unless it is on the agenda and the mover has given written notice of its wording to the Proper Officer at least five clear days before the meeting. Clear days do not include the day of the notice or the day of the meeting.

The Proper Officer may, before including a motion on the agenda received in accordance with Standing Order 9(b) above, correct obvious grammatical or typographical errors in the wording of the motion.

If the Proper Officer considers the wording of a motion received in accordance with Standing Order 9(b) above is not clear in meaning, the motion shall be rejected until the mover of the motion resubmits it in writing to the Proper Officer so that it can be understood at least three clear days before the meeting.

If the wording or subject of a proposed motion is considered improper, the Proper Officer shall consult with the chairman of the forthcoming meeting or, as the case may be, the Councillors who have convened the meeting, to consider whether the motion shall be included in the agenda or rejected.

Subject to Standing Order 9(e) above, the decision of the Proper Officer as to whether or not to include the motion on the agenda shall be final.

Motions received shall be recorded in a book for that purpose and numbered in the order that they are received.

Motions rejected shall be recorded in a book for that purpose with an explanation by the Proper Officer for their rejection.

10. Motions at a meeting that do not require written notice

- a. The following motions may be moved at a meeting without written notice to the Proper Officer:



- i. to correct an inaccuracy in the draft minutes of a meeting;
- ii. to move to a vote;
- iii. to defer consideration of a motion;
- iv. to refer a motion to a particular Committee or sub-Committee;
- v. to appoint a person to preside at a meeting;
- vi. to change the order of business on the agenda;
- vii. to proceed to the next business on the agenda;
- viii. to require a written report;
- ix. to appoint a Committee or sub-Committee and their members;
- x. to extend the time limits for speaking;
- xi. to exclude the press and public from a meeting in respect of confidential or sensitive information which is prejudicial to the public interest;
- xii. to not hear further from a Councillor or a member of the public;
- xiii. to exclude a Councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular Standing Order (unless it reflects mandatory statutory requirements);
- xvi. to adjourn the meeting; or
- xvii. to close a meeting.

Application Number	Property	Proposal
26/01112/TPOCON	17 Reuben Walk Earls Colne Essex CO6 2SZ	Notice of intent to carry out works to trees in a Conservation Area - Removal of T1 Cherry tree.
26/01087/TPO	STREET RECORD Oxford Place Earls Colne Essex	Notice of intent to carry out works to trees protected by Tree Preservation Order TPO - 64/2000
26/00908/LBC	2 Lower Holt Street Earls Colne Essex CO6 2PH	Internal alterations to an existing single storey rear brick extension, including the conversion of an adjoining shed area to extend the kitchen and form a WC, with associated removal and relocation of internal walls and installation of plumbing and electrical works.
26/00271/FUL	Claypits Farm Coggeshall Road Earls Colne Essex CO6 2JS	Retention of an extension to existing farm building.

25/02626/VAR	Land North Of Pudsies Barn Station Road Earls Colne Essex	Variation of conditions 2 (Approved Plans), 5 (Biodiversity Enhancements) and 10 (Demolition) of approved application 24/00306/FUL granted 10.04.25 for: Erection of self-build, single storey dwelling with ancillary dog and cat rescue care facilities; use of land as an animal rescue centre; relocation of two stables; removal of other structures and concrete hardstanding. Variation would allow:- amendments to the building size, layout and appearance, including a new en-suite and dog grooming area, relocated plant cupboard, plus various alterations of windows and doors and consequential
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Approved/Objected
Approved
Approved
Approved
Approved

Approved

REQUEST FOR ITEMS ON THE AGENDA

**Sections shaded Blue to be completed by
the requesting member**

**Sections unshaded to be completed by
the Proper Officer or their delegate**

Item topic	Earls Colne Recreation Ground artificial grass maintenance equipment – purchase of mini tractor funded from Open Spaces S106 Funds
Advisory Group/Committee recommendation?	No
Proposed by	Cllr Cat Dennis
Seconded by (if known)	
Proposed outcome – i.e. discussion, decision *	Decision
If motion, please indicate required wording *	That Earls Colne Parish Council approves the purchase of a mini tractor for artificial grass surface maintenance at the Recreation Club, up to a maximum cost of £5,500 excluding any recoverable VAT. The purchase is to support the maintenance and enhancement of the artificial grass playing surface at the Recreation Ground, helping to keep the surface safe, usable and accessible for residents, sports users, young people and community groups.
Background (provided by the proposer)	The Recreation Ground requires suitable equipment to maintain the artificial grass playing surface to an acceptable and safe standard. The proposed mini tractor package would be used for artificial grass surface maintenance, such as brushing/dragging and related surface-care operations. Regular artificial grass maintenance helps protect the playing surface, supports safer use, assists with drainage and surface condition, and helps prolong the useful life of the facility for residents, clubs, young people and community users.



Background (provided by the Proper Officer)	As above
Financial implication (anticipated by the proposer)	Anticipated maximum cost: £5,500 excluding any recoverable VAT. Funding to come from the Open Space S106 Funds
Financial implication (anticipated by the Proper Officer)	Funding from Section 106
Legal implications	None
Proposer's signature	C.Dennis

Explanatory Notes:

- * 1. If discussion is required before a decision and the proposer is not clear on what the outcome of discussions may be, please indicate 'to discuss and decide' - a motion will then be formulated at the meeting;
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- * 3. If a decision is sought and a motion required (for example, a recommendation by a committee), please indicate this.

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the motion resubmits it in writing to the Proper Officer so that it can be understood at least three clear days before the meeting.

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- xii. to not hear further from a Councillor or a member of the public;
- xiii. to exclude a Councillor or member of the public for disorderly conduct;
- xiv. to temporarily suspend the meeting;
- xv. to suspend a particular Standing Order (unless it reflects mandatory statutory requirements);
- xvi. to adjourn the meeting; or
- xvii. to close a meeting.



12th July 2026

Report on Planning Applications

Councillor Quick-Read Summary

- The applications propose converting **The Castle into two dwellings** and building a **third house within the grounds**.
- The Castle is a **Grade II listed former public house** in a prominent High Street location and has historically served the village as a community facility.

- **Policy LPP 61** requires the applicant to prove, through independently verified marketing and viability evidence, that the facility is unviable and that all reasonable alternatives have been considered.
 - The **full Everard Cole viability assessment** was not included among the application documents available when this report was prepared, meaning its assumptions and conclusions could not be independently reviewed.
 - The applicant confirms that **three formal offers** were received, including **two from parties considering pub or restaurant use**. The amounts offered and reasons those purchasers withdrew have not been disclosed.
 - The property was advertised as **“Offers Invited” in February 2025**, but by June 2025 it was advertised at **“Offers in Excess of £500,000.”** This raises concern that the price may have included possible residential development value rather than reflecting its value as a pub or community property.
 - The applicant’s **description of the unsuccessful ACV nomination** appears to overstate the scope of Braintree District Council’s decision. Braintree District Council did not assess and reject the proposed future community use; it stopped at the first legal test concerning whether the former use was within the “recent past”.
-
- There is no clear evidence that alternatives such as a community hub, smaller hospitality venue, wellbeing space, flexible workspace or mixed commercial/community use have been properly assessed.
 - The scheme provides **seven parking spaces for three dwellings containing ten bedrooms**, including only one shared visitor space.

Any shortfall could add further pressure to existing High Street parking.

- The submitted information does not clearly demonstrate that vehicles can safely enter, turn, park and leave the site without reversing or obstructing the shared access.
- The Land Registry title confirms a neighbouring property's **soakaway within The Castle site** and a registered **foot-and-barrow access right benefiting No. 75 High Street**. These are not clearly identified or protected on the proposed plans.
- The title register refers to further rights contained in a **1968 deed**, but the nature of those rights is not set out in the register or explained in the application documents reviewed.
- The Planning Statement and paragraph 191 of the Heritage Statement refer to a **“low level of substantial harm”**, while the Heritage Statement elsewhere concludes that the harm would be at the **lower end of “less than substantial harm”**. These are different planning categories and the discrepancy should be clarified before the applications are determined.
- The conversion would introduce new internal divisions, services, kitchens, bathrooms and fire separation into an important medieval building, while the proposed new dwelling would further change its historic setting.

Recommended position

Object to applications 26/01472/FUL and 26/01473/LBC unless the missing marketing, viability, parking, drainage, title and heritage evidence is supplied and satisfactorily assessed.

EXECUTIVE SUMMARY

This report reviews planning applications 26/01472/FUL and 26/01473/LBC concerning The Castle, 77 High Street, Earls Colne.

The report identifies several matters requiring further investigation before the applications are determined, including the loss of a community facility, the accuracy of statements concerning the Asset of Community Value nomination, the adequacy of the marketing and viability evidence, parking provision, registered access and drainage rights, and potential harm to the Grade II listed building.

The evidence currently available does not conclusively demonstrate that all reasonable alternatives to residential conversion have been properly considered.

It is therefore recommended that further information and clarification be obtained from the applicant before the Parish Council reaches its final position.

KEY ISSUES IDENTIFIED

- Community-use and viability evidence
- Accuracy of the ACV account
- Marketing price and possible residential hope value
- Parking and High Street impact
- Registered soakaway and No. 75 access rights
- Heritage impact and conflicting harm assessments

LOSS OF COMMUNITY FACILITY AND VIABILITY

3.1 Background

The Castle is a former public house in a prominent position on Earls Colne High Street. It was not simply a place selling food and drink; for many years it formed part of the social life of the village.

The proposed development would permanently remove that potential community use and replace it with three private dwellings. Before that happens, the applicant needs to show clearly that continued pub use, or another realistic community or mixed use, is no longer viable.

Policy LPP 61 of the Braintree District Local Plan protects community facilities, including public houses. National planning policy also states that councils should guard against the unnecessary loss of valued community facilities.

3.2 Relevant Local Plan Policy

Policy LPP 61 of the adopted Braintree District Local Plan states that the Council will seek to retain existing community facilities and services where they meet an identified local need.

The policy states that a change of use will only be permitted where an independently verified and robust marketing exercise demonstrates that the facility is unviable, with little or no prospect of becoming viable in the future, and where all other reasonable options for retaining the facility have been considered.

The supporting text at paragraph 5.56 states that the marketing and viability appraisal should cover at least 12 months and must be independently verified at the applicant's cost before the application is determined.

The applicant must therefore satisfy both parts of the policy. Evidence that the former public-house business model may have struggled is not, on its own, evidence that every possible community, hospitality or mixed use is unviable.

3.3 Previous Planning Applications and Council Concerns

The Castle has already been the subject of two earlier residential proposals.

Applications **21/02719/FUL** and **21/02720/LBC** were refused in August 2023. That scheme proposed converting the pub into three homes and building two further houses within the grounds.

The reasons for refusal included:

- insufficient marketing and viability evidence to justify the loss of the pub;
- concern that the benefits of the development did not outweigh the loss of the public-house use;
- inadequate information about the effect of the works on the listed building; and
- concerns about the scale and layout of the two new houses, including parking, trees and amenity space.

A revised scheme was submitted in 2025 under applications **25/02254/FUL** and **25/02255/LBC**. This reduced the proposal to three homes in total: two within The Castle and one new house in the grounds.

Those applications were withdrawn before a decision was made. The applicant's own Planning Statement explains that Council officers still considered there to be insufficient evidence justifying the loss of the pub

as a community facility. Officers also required a detailed viability report and raised concerns about the heritage information and the effect of the new house on the setting of the listed building.

The current proposal retains the three-dwelling arrangement of the withdrawn 2025 scheme but is supported by revised heritage and viability information. These additional documents do not, by themselves, resolve the earlier concerns. The present application must still demonstrate that the marketing and viability evidence is robust, that reasonable alternatives have been considered and that the listed building and its setting will be appropriately protected.

Source: Applicant's Design and Access and Planning Statement, paragraphs 2.1–2.4.

3.4 Current Marketing and Viability Evidence

The current application relies heavily on the marketing of The Castle and on a valuation and viability assessment prepared by Everard Cole.

The applicant states that three formal offers were received during the marketing period. Two of those offers were linked to continued pub or restaurant use, while the third was connected with residential use.

This is important because it shows that there was genuine interest from parties considering hospitality use. The fact that those purchases did not proceed does not, by itself, demonstrate that the building was unwanted or incapable of continuing in a commercial or community use.

The application does not clearly explain:

- the amount and terms of each offer;
- whether any of the offers were rejected or countered;
- when the offers were received;
- why the two hospitality-related purchasers withdrew;
- or whether the asking price affected their ability to proceed.

The Planning Statement also relies on an Everard Cole Valuation Report and Viability Assessment dated 17 April 2026. At the time of preparing this report, the full assessment did not appear among the application documents reviewed.

Without the full report, it is not possible to properly examine the assumptions used, including:

- the value placed on the property in its existing use;
- the estimated costs of repair and refurbishment;
- predicted turnover and operating costs;
- staffing assumptions;
- or whether a smaller pub, café, mixed commercial use or community model was considered.

Policy LPP 61 requires the marketing and viability evidence to be robust and independently verified. A summary of the conclusions within the applicant's Planning Statement is not sufficient on its own.

Before the application is determined, the full viability assessment and marketing evidence should be published and made available for review.

3.5 Asset of Community Value Nomination

The applicant places considerable weight on the unsuccessful Asset of Community Value nomination.

Paragraph 8.3 of the Planning Statement states that Braintree District Council reached its decision:

“having full regard to other alternative community uses proposed by the organisation.”

Paragraph 11.9 then states:

“The Council has itself declared that the building (and its use) does not warrant designation as an asset of community value.”

This is not an accurate summary of what the Council decided.

The nomination was unsuccessful because the Council did not consider that the former community use of the pub had taken place within the “recent past”, as required by the first part of the legal test.

The Council did not go on to determine whether it would be realistic for a community use to be re-established within the following five years.

This was confirmed by Braintree District Council in correspondence dated 23 October 2025. The Council explained that the second part of the test would only be considered if the first part had been satisfied. It also confirmed that a further nomination could be made if stronger evidence was provided.

The Council therefore did not decide that:

- there was no community need for the building;
- the proposed community hub was unrealistic;
- future community use was unviable;
- or residential conversion was the most appropriate use.

The unsuccessful nomination should not be treated as evidence that the building has no future community value. It was a decision based on the wording and legal tests of the ACV legislation, rather than a planning assessment of the proposed alternative uses.

The wording in paragraphs 8.3 and 11.9 of the Planning Statement appears to overstate the scope of the Council's decision. The applicant should be asked to correct or clarify these statements before the applications are determined.

3.6 Asking Price and Possible Residential Hope Value

The marketing history raises questions about how the asking price for The Castle was calculated.

A Rightmove email dated 27 February 2025 advertised the property as “Offers Invited.” By 9 June 2025, the same property listing had changed to “Offers in Excess of £500,000.”

The Land Registry title shows that the current owner purchased The Castle in April 2019 for £365,800 inclusive of VAT. Since that purchase, the building has remained closed and its condition appears to have deteriorated. Residential redevelopment of the site has also been pursued through earlier planning applications.

The increase to an asking price above £500,000 therefore raises a reasonable question as to whether the price included an element of anticipated residential development value.

This matters because a buyer intending to keep the building as a pub, restaurant or community venue would not benefit from any value attached to possible residential redevelopment.

Requiring such purchasers to compete with a price based partly on possible housing development would not provide a fair test of whether the property could be viable as a public house or community facility.

At present, the application does not clearly provide:

- the full history of asking prices;
- the basis on which the £500,000 figure was calculated;
- a valuation of the property in its existing lawful use and current condition;
- or a separate assessment of any value attributed to possible residential development.

The applicant should be asked to provide this information, together with all versions of the marketing particulars and details of any changes made during the marketing period.

Until this evidence is available, it cannot safely be concluded that the failure to complete a sale for continued pub or restaurant use demonstrates that those uses were unviable.

3.7 Other Possible Uses

The application mainly considers whether The Castle could return to use as a traditional pub or restaurant. That is only one possible use of the building.

Because of its size and central location, The Castle could potentially support a combination of uses rather than relying on one business model alone. These could include:

- a smaller pub, café or food venue;
- meeting and activity rooms;
- therapy or consultation space;
- community and wellbeing services;
- heritage or educational use;
- flexible workspace;
- or a mixed community and commercial use.

A mixed-use model would operate differently from the former pub and may provide income from several sources rather than depending entirely on food and drink sales.

The unsuccessful ACV nomination included proposals for future community use, but these were not assessed under the second part of the ACV test. There is also no clear evidence within the current application

that these or other mixed-use options have been fully costed, marketed or discussed with interested organisations.

Before the building is permanently converted to private housing, the applicant should demonstrate that reasonable alternatives have been properly considered and found not to be viable.

3.8 Other Venues in the Village

The applicant refers to the fact that Earls Colne already has other pubs, cafés and restaurants.

While this is relevant, it does not by itself justify the permanent loss of The Castle.

The Castle is a large, historic building in a central High Street location. Its size means it could provide a type of space that is not easily replaced elsewhere in the village, particularly for meetings, community activities, wellbeing services, events or a mixture of commercial and community uses.

The question is therefore not simply whether residents can buy food or drink somewhere else. The question is whether the loss of this particular building from public use has been properly justified.

The presence of other venues should not remove the need for the applicant to satisfy Policy LPP 61 and demonstrate that realistic alternatives have been fully considered.

3.9 Conclusion on Community Use and Viability

The information submitted does not yet provide a complete or convincing case for the permanent loss of The Castle as a community facility.

The applicant's own documents confirm that there was interest from parties considering continued pub or restaurant use. However, the amounts offered, the terms discussed and the reasons those purchasers withdrew have not been fully explained.

There are also unanswered questions about the asking price, whether it reflected possible residential development value, and whether alternative community or mixed uses were properly considered.

The full viability assessment should be published and independently reviewed before a decision is made. The applicant should also provide the complete marketing history, details of the offers received and evidence showing that all reasonable options for retaining the building in public or community use have been explored.

Until that information is available, it has not been demonstrated that the requirements of Policy LPP 61 have been met.

4. Parking and High Street Impact

4.1 Proposed Parking Provision

The proposed development would create three dwellings containing a total of ten bedrooms.

The submitted plans show:

- two parking spaces for Unit 1, which has five bedrooms;
- two parking spaces for Unit 2, which has two bedrooms;
- two parking spaces for Unit 3, which has three bedrooms; and
- one shared visitor space.

This provides seven spaces across the development, including the visitor space.



The greatest concern relates to Unit 1. It would be a large five-bedroom dwelling with only two allocated parking spaces. Although the number of bedrooms does not automatically determine the number of vehicles, a

property of this size could reasonably be occupied by a household with several adult drivers.

If the allocated spaces are insufficient, additional vehicles are likely to be parked elsewhere. The site is located directly on the High Street, where parking is already limited and regularly under pressure from residents, visitors and nearby businesses.

The applicant should demonstrate that the proposed parking provision reflects the likely use of dwellings of this size and will not lead to additional parking on the High Street or nearby residential roads.

The dimensions of the spaces, access arrangements and turning areas should also be checked to ensure that they can accommodate modern vehicles and allow cars to enter and leave the site safely.

Source: Proposed Site Plan taken from the documents submitted by applicant

4.2 Visitor Parking and Practical Use of the Layout

Only one shared visitor space is shown for the whole development.

The three proposed dwellings contain ten bedrooms in total. Even where each household remains within its allocated parking provision, visitors, deliveries, tradespeople and care workers could create additional demand.

The layout also needs to be considered in practical terms rather than simply by counting marked spaces. The applicant should demonstrate that:

- all spaces meet the required dimensions;
- larger modern vehicles can park without blocking the shared access;
- vehicles can turn and leave the site safely;
- the visitor space does not obstruct manoeuvring;
- and cars can use each space independently without requiring other vehicles to be moved.

This is particularly important because any parking that cannot be used conveniently is likely to result in vehicles being left on the High Street.

4.3 Effect on High Street Parking

The site is located directly on Earls Colne High Street, where there is limited capacity for additional on-street parking.

If the proposed spaces do not meet the everyday needs of the three households, any extra vehicles are likely to be parked on the High Street or nearby roads. This could include vehicles belonging to residents, visitors, delivery drivers, tradespeople and care workers.

This is particularly relevant because Unit 1 is proposed as a five-bedroom dwelling with only two allocated spaces. The overall scheme also provides only one shared visitor space for all three properties.

The parking assessment should therefore consider the likely use of the dwellings in practice, rather than relying only on the minimum number of spaces shown on the plan.

The applicant should demonstrate that the development will not:

- add further pressure to existing High Street parking;
- reduce parking availability for nearby residents and businesses;
- lead to unsafe or obstructive parking close to the site entrance; or
- create difficulties for larger vehicles passing through the High Street.

4.4 Access, Turning and Vehicle Movements

All three dwellings would share the existing access from the High Street.

This would increase the number of daily vehicle movements through a relatively confined entrance serving seven parking spaces. The layout must therefore allow vehicles to enter, turn and leave the site safely without reversing onto the High Street.

The submitted plan should demonstrate that:

- vehicles can pass safely through the entrance;
- cars can reach and leave every parking space without excessive manoeuvring;
- the central turning area remains clear at all times;
- parked vehicles will not block access to another dwelling;
- visibility from the entrance is adequate; and
- larger domestic vehicles can use the layout safely.

A vehicle-tracking or swept-path plan would help confirm whether the proposed layout works in practice rather than only on paper.

Any difficulty turning within the site may result in vehicles reversing onto the High Street or stopping while another vehicle enters or leaves, creating an additional highway risk.

The applicant should demonstrate that all vehicles can enter and leave in forward gear and that the shared access and turning area will remain usable when the parking spaces are occupied.

4.5 Conclusion on Parking and Highways

The proposed parking provision appears limited when compared with the size of the three dwellings, particularly Unit 1, which would contain five bedrooms but only have two allocated spaces.

The development also relies on one shared visitor space and a single access from the High Street. The plans do not yet clearly demonstrate that all vehicles could park, turn and leave the site safely when the spaces are occupied.

Any shortfall within the site is likely to place further pressure on existing High Street parking and may affect nearby residents and businesses.

Before the applications are determined, the applicant should provide:

- full parking-space dimensions;
- a plan showing that vehicles can safely enter, turn, park and leave the site;
- evidence that vehicles can enter and leave in forward gear;
- and an assessment of the likely effect on High Street parking.

It has not yet been clearly demonstrated that the proposed parking and access arrangements would operate safely and without adding to existing parking pressures.

Recommendation: Further highway and parking evidence should be requested before the Parish Council reaches a final view.

5. Registered Soakaway and Access Rights

5.1 Land Registry Evidence

The Land Registry title for The Castle confirms that parts of the site are subject to rights benefiting neighbouring properties.

A Conveyance dated **19 July 1972** reserves a right for the owner of the land to the east of The Castle to retain an existing soakaway within The Castle site. The soakaway is shown by a blue broken line on the registered title plan.



A separate Conveyance dated **10 September 1979** confirms that No. 75 High Street has a right of foot and barrow access between its rear entrance and the access route through The Castle site.

It also requires a gate to be provided and maintained along the relevant boundary. The affected land is tinted pink on the filed plan, and the Chaseway is tinted brown.

The title also refers to rights granted by a further Deed dated **20 June 1968**, although the full details of those rights are not reproduced in the register.

These are existing legal rights affecting the site. However, they are not clearly identified on the proposed development plan.

The applicant should therefore provide a plan showing:

- the precise location of the registered soakaway;
- how its continued operation will be protected and what arrangements are proposed for any necessary inspection or maintenance;
- the route benefiting No. 75 High Street;
- how that route will remain unobstructed;
- and any additional rights contained within the 1968 Deed.

Key point: The registered title confirms that neighbouring properties already have rights affecting the development site, but the submitted plans do not clearly show how those rights have been taken into account.

5.2 Effect of the Development on the Registered Soakaway

The registered title confirms that an existing soakaway benefiting adjoining land to the east, formerly described as the Post Office property, is located within The Castle site.

A comparison with the proposed site layout suggests that the soakaway may fall within, or very close to, the area proposed as the rear garden of Unit 2. It may also be close to the proposed building footprint, boundaries or hard landscaping.

The submitted plans do not identify the soakaway or explain:

- its precise position and dimensions;

- which neighbouring property it serves;
- how its continued operation will be protected and what arrangements are proposed for any necessary inspection or maintenance;
- whether the proposed foundations or landscaping could affect it;
- or who will be responsible for protecting and maintaining it after the site is divided into three dwellings.

The application form also records the existing drainage connection as unknown. This makes it particularly important that the drainage arrangements are clarified before the application is determined.

The applicant should provide a detailed drainage plan showing the registered soakaway in relation to the proposed dwellings, gardens, parking areas, boundaries and foundations.

5.3 Access Rights Benefiting No. 75 High Street

The registered title confirms that No. 75 High Street has a right of foot and barrow access between its rear entrance and the access route through The Castle site. The title also refers to a requirement for a gate to be provided and maintained along the relevant boundary. The affected land is tinted pink on the filed plan, and the Chaseway is tinted brown.

The proposed plans do not clearly mark this route or explain how it will remain available once the site is divided into three separate dwellings.

The applicant should confirm:

- the exact route of the access;
- whether any new fencing, gates or garden boundaries would cross it;

- how the access will remain unobstructed at all times;
- who will be responsible for maintaining the route and gate; and
- whether parked vehicles, bins or landscaping could interfere with its use.

The registered wording refers to a right of **foot and barrowway**. It does not, on the evidence currently available, establish a right to drive or park a car. Any separate parking or vehicle rights may be contained within the deed dated 20 June 1968, which is referred to in the title register but has not yet been examined.

Key point: The access benefiting No. 75 is a registered right and should be clearly shown and protected within the proposed layout.

5.4 Additional Rights Referred to in the 1968 Deed

The Land Registry title also states that The Castle site is subject to rights granted by a Deed dated 20 June 1968, made between Greene King and Sons Limited and James Ernald Robert Braham. However, the register does not set out the details of those rights.

Until the filed deed is obtained, it is not possible to confirm whether it contains further rights relating to:

- vehicle access;
- parking;
- drainage;
- maintenance;
- or use of the rear part of the site.

This is important because the proposed development allocates the land between three private dwellings and assigns the available parking spaces to those properties and their visitors.

The applicant should therefore provide a copy of the 1968 Deed and show how any rights contained within it have been taken into account in the proposed layout.

Key point: The registered title identifies further rights affecting the site, but their nature has not been explained within the planning application.

5.5 Conclusion on Registered Soakaway and Access Rights

The Land Registry documents confirm that The Castle site is affected by an existing soakaway right and an access right benefiting No. 75 High Street. The register also refers to further rights contained in a deed dated 20 June 1968, which have not yet been identified.

These rights do not necessarily prevent development, but the submitted plans do not clearly show how they have been accommodated. In particular, the location and future maintenance of the soakaway, the protected access route to No. 75 and the contents of the 1968 deed remain unclear.

Before the applications are determined, the applicant should provide:

- a scaled plan showing all registered rights in relation to the proposed development;
- a detailed drainage plan identifying the soakaway;
- confirmation of how the soakaway's continued operation and any necessary maintenance arrangements will be secured;
- a copy of the 1968 deed; and
- confirmation that new boundaries, parking, landscaping and building works will not obstruct existing rights.

Recommendation: The Parish Council should request further information before concluding that the proposed layout is workable and capable of being implemented without affecting neighbouring property rights.

6. Heritage and the Grade II Listed Building

6.1 Significance of The Castle

The Castle is a Grade II listed building within the Earls Colne Conservation Area. The oldest surviving parts date from the fourteenth century, with further sections added during the sixteenth and seventeenth centuries.

The applicant's Heritage Statement describes the building as having high heritage significance. It identifies:

- surviving medieval and later timber framing;
- evidence of several phases of historic development;

- decorative timberwork and craftsmanship;
- surviving wattle-and-daub construction;
- a seventeenth-century wall painting;
- and the building's long history as a house, meeting place and public house.

The Castle also forms part of an important group of historic buildings on the High Street. The neighbouring properties at 75, 79 and 81 High Street are also Grade II listed, and the building makes a strong contribution to the character and appearance of the Conservation Area.

Its significance is therefore not limited to its front elevation. It also comes from its internal layout, surviving historic fabric, relationship with the surrounding listed buildings and the way the building has developed and been used over several centuries.

Any conversion must be based on a full understanding of these features and must avoid unnecessary loss or alteration of historic fabric.

Key point: The applicant's own Heritage Statement accepts that The Castle is a building of high significance containing important medieval fabric and a rare historic wall painting.

Source: Applicant's Heritage Statement, paragraphs 3, 14 and 17–19.

6.2 Identified Harm and Conflicting Assessments

The applicant's Heritage Statement accepts that the proposal would cause harm to the significance of the listed building.

It identifies possible harm arising from:

- new openings and internal subdivision to create Unit 2;
- the introduction of insulation and new services;
- the division of the historic site into separate residential plots;
- the loss of open space within the grounds; and
- the construction of Unit 3 within the setting of the listed building.

Throughout most of the report, this is described as being at the lower end of "less than substantial harm."

However, paragraph 191 of the final remarks states:

“The proposal is considered to result in a low level of substantial harm to the listed building.”

The same paragraph later describes the scheme as causing a low level of less than substantial harm.

This is an important inconsistency. “Substantial harm” and “less than substantial harm” are different categories under national planning policy and are subject to different tests. The wording should therefore be corrected or clarified before the applications are determined.

The Council should also satisfy itself that the assessment of harm has been independently reviewed by its conservation adviser, rather than relying solely on the applicant’s description.

Key point: The applicant accepts that heritage harm would occur, but the Heritage Statement is inconsistent about whether that harm is substantial or less than substantial.

6.3 Internal Alterations and Loss of Historic Fabric

The proposed conversion would divide The Castle into two separate dwellings and introduce the facilities needed for modern residential use.

This would involve new kitchens, bathrooms, services, insulation, fire separation and additional internal divisions. Some existing openings would also be altered or created.

Although individual changes may appear limited, their combined effect could alter the way the historic building is understood and experienced. The significance of The Castle comes not only from individual beams or decorative features, but also from its surviving layout, room proportions and evidence of how the building developed over time.

Particular care is needed where works could affect:

- medieval and later timber framing;
- surviving wattle-and-daub panels;
- historic floor levels and room divisions;
- old plaster and decorative finishes;
- the wall painting;
- and the relationship between the main ranges of the building.

The application should clearly identify which parts of the structure are original, which are later additions and exactly where historic material would be removed, covered or altered.

A detailed schedule of works and appropriate recording should be agreed with the Council's conservation adviser before any consent is granted.

Key point: The effect of the conversion should be assessed as a whole, rather than treating each internal alteration as an isolated minor change.

6.4 Effect of the New Dwelling on the Setting of the Listed Building

The proposal includes a separate new dwelling, referred to as Unit 3, within the grounds of The Castle.

Although the new house would be positioned behind the existing building, it would still change the character of the site. The rear grounds currently contribute to the setting of the listed building by providing open space around it and allowing its historic form to be understood.

The introduction of a new dwelling, private garden boundaries, parking, hard landscaping, bins and domestic activity would make the site appear more intensively developed and more residential in character.

The effect should be considered not only in views from the High Street, but also in views from neighbouring properties, the shared access and the rear of the site.

The applicant should demonstrate that the scale, position and design of Unit 3 would preserve the setting of The Castle and would not compete with or detract from the listed building.

Key point: The setting of a listed building includes the space around it. The introduction of a separate dwelling and associated residential features may reduce the ability to appreciate The Castle as a historic building within its original plot.

6.5 Condition, Repair and the Proposed Use

The application documents indicate that The Castle is in poor condition and requires substantial repair. Identified issues include water damage, failing render, decayed timber, damaged historic materials and likely repairs to the roof, windows and internal finishes.

Bringing the building back into use is clearly important. However, poor condition does not automatically mean that residential conversion is the only suitable option.

National planning policy encourages the continued use of historic buildings in a way that protects their significance. The applicant should therefore demonstrate that the proposed residential scheme represents the most

appropriate and realistic use of the building, rather than simply the most valuable form of development.

The assessment should consider whether the necessary repairs could also support:

- continued hospitality use;
- community or wellbeing use;
- commercial room hire;
- heritage activities;
- or a combination of uses.

There is also a risk that major repairs carried out as part of the residential conversion could result in the removal or replacement of historic fabric. Detailed repair methods should therefore be agreed before work begins, particularly where timber framing, wattle and daub, historic plaster or the wall painting may be affected.

Key point: Repairing the building is necessary, but the need for investment does not by itself establish that private residential conversion is the only viable or appropriate solution.

6.6 Public Benefits and Heritage Balance

National planning policy states that great weight should be given to the conservation of a listed building, regardless of whether the harm is judged to be substantial or less than substantial. Any harm must be clearly and convincingly justified.

Where harm is considered to be less than substantial, it must be weighed against the public benefits of the proposal, including whether the development would secure the building's optimum viable use.

The main benefits put forward by the applicant appear to be:

- bringing a vacant building back into use;
- carrying out repairs to the listed building;
- providing three homes; and
- reducing the risk of further deterioration.

These are relevant benefits. However, they must be considered alongside:

- the accepted harm to the listed building;
- the permanent loss of public and community use;
- the subdivision of the historic building and grounds;
- the introduction of a new house within its setting;
- and the possibility that another viable use could repair the building while retaining greater public access.

The application should therefore demonstrate why residential conversion is the optimum viable use, rather than simply the use likely to produce the highest financial return.

Until the marketing, viability and alternative-use evidence has been fully examined, it is difficult to conclude that the identified heritage harm is necessary or outweighed by the public benefits.

Key point: Repairing and reusing The Castle would be a public benefit, but the applicant must still show that the proposed residential scheme is the most appropriate viable use and that a less harmful community or mixed-use option is not realistically available.

6.7 Conclusion on Heritage Impact

The Castle is a highly significant Grade II listed building containing medieval fabric, later historic additions and an important wall painting. Its significance also includes its setting, internal layout and long-standing public and community role.

The applicant accepts that the proposal would cause harm, but the submitted heritage documents are not consistent about the level of that harm. There are also continuing concerns about the cumulative effect of

the internal alterations, the subdivision of the building and grounds, and the construction of Unit 3 within its setting.

Bringing the building back into use and carrying out repairs would be beneficial. However, the applicant has not yet clearly demonstrated that residential conversion is the optimum viable use or that a less harmful community, hospitality or mixed-use option is not realistically available.

Before the applications are determined, the Council should obtain:

- clarification of whether the identified harm is substantial or less than substantial;
- independent advice from the Council's conservation officer;
- a detailed schedule of repairs and alterations;
- clear identification of any historic fabric to be removed or covered;
- and further evidence demonstrating why the proposed residential use is necessary.

Recommendation: The Parish Council should object unless the heritage harm is clearly assessed, fully justified and shown to be outweighed by genuine public benefits.

7. Overall Conclusions and Recommended Actions

7.1 Overall Conclusion

The applications raise a number of matters which have not yet been fully explained or supported by the evidence currently available.

The main concerns are:

- whether the loss of The Castle as a community facility has been properly justified;
- whether the marketing and viability evidence satisfies Policy LPP 61;
- the incomplete account of the Asset of Community Value decision;
- the lack of detail regarding the two offers linked to pub or restaurant use;
- whether the asking price included possible residential development value;
- the adequacy of parking and vehicle movements;
- the effect of the proposal on the registered soakaway and access rights;
- and the level of harm to the Grade II listed building and its setting.

These issues do not necessarily mean that no development could ever take place at The Castle. However, they do mean that the current applications should not be supported without further clarification and evidence.

7.2 Information That Should Be Requested

Before the applications are determined, the applicant should be asked to provide:

- the full Everard Cole valuation and viability assessment;
- the complete marketing history and all versions of the sales particulars;
- details of the three formal offers and why the two hospitality-related purchasers withdrew;

- a valuation based on the existing lawful use and current condition of the building;
- clarification and correction of the statements concerning the ACV decision;
- evidence that community, hospitality and mixed-use alternatives have been properly considered;
- parking-space measurements and a plan showing vehicles can safely enter, turn and leave;
- a detailed plan showing the registered soakaway and access rights;
- a copy of the 1968 deed referred to in the title register;
- clarification of the level of heritage harm;
- and independent advice from the Council's conservation and highways officers.

7.3 Recommended Parish Council Position

On the evidence currently available, it is recommended that Earls Colne Parish Council objects to applications 26/01472/FUL and 26/01473/LBC.

The objection should remain in place unless the outstanding information is provided and satisfactorily demonstrates that:

- the requirements of Policy LPP 61 have been met;
- all reasonable alternatives have been considered;

- the proposed parking and access arrangements are safe and workable;
- existing drainage and access rights will be protected;
- and the harm to the listed building is clearly justified and outweighed by public benefits.

Overall recommendation: Object pending the submission and satisfactory assessment of the missing marketing, viability, heritage, parking, drainage and title information.

Appendix A – Documents Reviewed

- Design and Access and Planning Statement
- Heritage Statement
- Heritage Asset Assessment
- Application Form
- Proposed Site Plan
- Proposed Floor Plans and Elevations

- Land Registry Title Register EX473036
- Land Registry Title Plan EX473036
- ACV Decision Notice and Council correspondence
- Rightmove marketing emails dated 27 February and 9 June 2025

Appendix B – Key Evidence Extracts

1. Two Rightmove prices:

Firstly showing Offers Invited on 27th Feb 2025:

From: Rightmove User Manager <autoresponder@rightmove.com>
Sent: 27 February 2025 10:36
To: Pubs & Restaurants RM <pubsrestaurants@christie.com>
Subject: Sales enquiry: **High Street** - Buyer from CO6



Contact details

of 
.....@gmail.com

Your opportunities

Wants more details on this property



Pub for sale
The Castle, 77 **High Street**, Earls Colne,
Colchester, Essex, England, CO6 2QX
Offers Invited
Status: Available
260759_1456962-fh
[View property on Rightmove](#)

Secondly showing Offers In Excess on 9th June 2025:

From: Rightmove User Manager <autoresponder@rightmove.com>
Sent: 09 June 2025 14:25
To: Pubs & Restaurants RM <pubsrestaurants@christie.com>
Subject: Sales enquiry: High Street - Buyer from CO6



Contact details
of 
@gmail.com

Your opportunities
Is a tenant / buyer
Wants more details on this property



Pub for sale
The Castle, 77 High Street, Earls Colne,
Colchester, Essex, CO6 2QX
Offers in Excess of £500,000
Status: Available
260759_1456962-fh
[View property on Rightmove](#)

2. Applicants ACV Wording;

Applicant's description of the ACV decision

Paragraph 8.2 — page 10

“On 13 November 2025 Braintree District Council formally declared that the property should not be designated as an asset of community value (ACV) in responding to a local organisation proposing its designation.”

Paragraph 8.3 — page 10

“The Council came to this decision considering the longevity of the closure of the pub, and having full regard to other alternative community uses proposed by the organisation.”

Paragraph 11.9 — page 12

“The Council has itself declared that the building (and its use) does not warrant designation as an asset of community value (ACV).”

Why this is disputed: Braintree District Council confirmed that the nomination failed at the first part of the statutory test concerning whether the previous community use was within the “recent past”. The Council did not go on to determine the second part concerning realistic future community use. The statements at paragraphs 8.3 and 11.9 therefore appear to overstate the scope and meaning of the ACV decision.

3. The Council's email confirming the second ACV limb was not considered:

"In weighing up the relevant considerations, the Council is of the opinion that the public house has not been used to further the social wellbeing/interests of the community "in the recent past" and accordingly, the first limb of Part 2 of the statutory test is not met. The Council does not consider it necessary to consider the second limb"

4. The Land Registry soakaway and access entries:

The land tinted blue on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 19 July 1972 made between (1) The Post Office and (2) Greene King and Sons Limited:- "Except and reserved in fee simple to the Vendor and its successors in title the owner or owners for the time being of the land on the East of the property hereby conveyed and coloured green on the said plan (hereinafter called "the Post Office property") the right to retain in the property hereby conveyed the existing soakaway" NOTE: The soakaway referred to is shown as a blue broken line on the filed plan.

The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 10 September 1979 made between (1) Peter Charles Foster and Dorothy Foster and (2) Greene King and Sons Limited:- "EXCEPT AND RESERVING unto the Vendors a right of foot and barroway over and along the property hereby conveyed from the said Chaseway to the gateway referred to in clause 2 herein TO HOLD the same unto the Purchaser in fee simple SUBJECT TO a right of foot and barroway from and to the back entrance of the adjoining property known as Number 75 High Street Earls Colne aforesaid to the Chaseway coloured brown on the said plan and the covenant hereinafter contained 2.FOR the benefit of the Vendors' adjoining land and so as to bind the property hereby conveyed into whosoever hands the same may come the Purchaser for itself and its successors in title HEREBY COVENANTS with the Vendors and their successors or assigns that the Purchaser and those deriving title under it will forthwith erect and forever after maintain a good and sufficient fence on the southern boundary of the property hereby conveyed and shall provide a three

foot high gate to match the fencing such gate to be in such a position approved by the Vendors" NOTE: The Chaseway referred to is tinted brown on the filed plan.

5. Planning Statement, paragraph 9.4:

"The report concludes that there would be a low level of substantial harm."

6. Heritage Statement:

The proposal is otherwise described as causing harm at the "lower end of less than substantial harm".

7. Why clarification is required:

"Substantial harm" and "less than substantial harm" are separate categories under national planning policy and involve different decision-making tests. The applicant should clarify which category is relied upon before the applications are determined.

Lone Worker Monitoring Devices

Options Report

Prepared for: Full Council meeting on 21st July 2026

Purpose: Selection of a suitable lone worker monitoring solution

1. Background

As identified within the Lone Working Risk Assessment and by the Worknest Health and Safety Assessor, employees undertaking lone working activities require a means of summoning assistance should they become involved in an emergency.

Typical activities include:

- Operating ride-on mowing equipment
- Driving electric utility vehicles (EVs)
- Working alone in remote areas
- Carrying out grounds maintenance away from colleagues
- Potential interaction with members of the public

The control measure identified within the risk assessment is the provision of a lone worker alarm capable of:

- Raising an emergency alarm following assault, threat or medical emergency.
- Automatically detecting falls or incapacitation ("Man Down").
- Providing the worker's location.
- Alerting designated responders or a professional monitoring centre.

2. Essential Requirements

The preferred solution should include:

Requirement	Required
Panic/SOS button	✓
Automatic Man Down detection	✓
GPS location	✓
24/7 monitoring option	Preferred

Requirement	Required
Wearable device	Preferred
Suitable for outdoor work	✓
Suitable whilst driving/operating machinery	✓
Mobile network connectivity	✓
UK support	Preferred

3. Options Reviewed

The following suppliers were reviewed:

- SureSafe Personal Alarms
 - Peoplesafe
 - EcoOnline StaySafe
 - Access Group (market comparison)
-

Option 1 – SureSafe Lone Worker Alarm

Device type

Dedicated wearable alarm available as:

- Pendant
- Wrist watch

Features

- ✓ One-touch SOS alarm
- ✓ Automatic fall detection
- ✓ GPS tracking
- ✓ Professional monitoring available
- ✓ Two-way communication
- ✓ Waterproof wearable design

Designed specifically for lone workers and higher-risk employees.

Pricing

- Device from **£75**
- Monitoring subscription required (price dependent upon monitoring package).

Advantages

- Simple to use
- Dedicated device (does not rely on employee's phone)
- Automatic fall detection
- Suitable for outdoor grounds staff

Disadvantages

- Ongoing subscription
 - Limited functionality beyond emergency protection
-

Option 2 – Peoplesafe

Peoplesafe is one of the UK's largest providers of lone worker protection.

They offer several solutions:

- Dedicated MySOS device
- ID badge device
- Mobile phone App
- Smart Button
- Satellite devices

Relevant Features

- ✓ SOS panic alarm
- ✓ GPS location
- ✓ 24/7 Alarm Receiving Centre
- ✓ Automatic welfare escalation
- ✓ Fall detection (supported devices)

✓ Check-in timers

✓ Two-way communication

Pricing

Current published pricing includes:

Product	Upfront Cost	Monthly Cost
MySOS	£49.99–£54.99	£14.99–£16.49
MySOS ID Badge 4G	£64.99	£19.99
Peoplesafe SOS App	£4.99	£4.49
PS Pro App	£4.99	£7.99

Advantages

- Market-leading provider
- Multiple device options
- Professional monitoring
- Suitable for higher-risk lone working
- Good reporting and administration

Disadvantages

- Subscription costs
- Premium monitoring packages increase overall cost

Option 3 – EcoOnline StaySafe

StaySafe is primarily an App-based lone worker solution.

Protection can be enhanced by adding a Bluetooth panic button.

Features

✓ Panic button

✓ Voice activation

✓ Bluetooth wearable button

✓ Automatic Man Down detection

✓ GPS location

✓ Check-in timers

✓ Professional monitoring available

The wearable panic button can be worn on:

- Wrist
- Lanyard
- Belt clip

The button continues operating even if the phone remains in the user's pocket.

Pricing

Published pricing (36-month contract):

Users	Monthly Cost per User
-------	-----------------------

0–15 users	£9.50
------------	-------

16–25	£8.55
-------	-------

26–50	£7.60
-------	-------

Optional:

- Professional Monitoring: **£1.85 per user/month**

Implementation charges also apply.

Advantages

- Lower overall cost
- Good management software
- Strong reporting
- Suitable for larger workforces
- Flexible

Disadvantages

- Relies upon employee carrying smartphone
 - Bluetooth button requires phone connection
-

Option 4 – Access Group Review

The Access Group comparison guide reviews the main types of lone worker protection currently available within the UK market.

It concludes that organisations generally choose between:

- Dedicated lone worker devices
- Smartphone applications
- Bluetooth panic buttons
- Smart watches
- ID badge devices

The guide recommends considering:

- Nature of work
- Mobile signal
- Ease of wearing
- Automatic fall detection
- GPS capability
- Professional monitoring
- Battery life
- User acceptance

For higher-risk outdoor workers and machinery operators, dedicated wearable devices with integrated fall detection are generally presented as providing the greatest level of protection because they continue to function independently of a mobile phone and provide dedicated emergency capability.

Comparison

Feature	SureSafe	Peoplesafe	EcoOnline
Panic alarm	✓	✓	✓
Man Down	✓	✓	✓
GPS	✓	✓	✓

Feature	SureSafe	Peoplesafe	EcoOnline
Wearable	✓	✓	Bluetooth button
Mobile App	Limited	✓	✓
Professional Monitoring	✓	✓	Optional
Outdoor Use	Excellent	Excellent	Good
Approximate Monthly Cost	Subscription £15–20	£9.50 + monitoring	

Suitability for Grounds Maintenance Staff

The lone working risks identified include:

- Falling from ride-on mowing equipment.
- Falling from the electric utility vehicle.
- Medical emergency whilst working alone.
- Assault or threatening behaviour from members of the public.
- Working in isolated areas where colleagues may not immediately discover an incident.

Consequently, the preferred solution should provide:

- Automatic fall ("Man Down") detection.
- Manual SOS activation.
- GPS location.
- Continuous monitoring.
- Simple operation whilst wearing gloves.
- A dedicated wearable device that does not rely solely upon a mobile phone.

These features provide protection for both accidental injury and deliberate threat scenarios.

Indicative Costs

Supplier	Initial Cost	Ongoing Cost
SureSafe	From £75	Subscription (quotation required)

Supplier	Initial Cost	Ongoing Cost
Peoplesafe MySOS	£49.99–£54.99	£14.99–£16.49/month
Peoplesafe ID Badge	£64.99	£19.99/month
EcoOnline StaySafe	Minimal hardware	From £9.50/user/month + optional £1.85 monitoring

Conclusion

The Lone Working Risk Assessment identifies a requirement to protect employees from both deliberate threats (violence, aggression or medical emergency) and accidental incapacitation (falls from mowing equipment, electric utility vehicles or other lone working activities).

All three solutions reviewed provide panic alarm functionality; however, the key differentiator is the availability of reliable automatic Man Down detection, GPS location services and continuous monitoring.

Dedicated wearable devices such as those supplied by **SureSafe** and **Peoplesafe** are well suited to outdoor grounds maintenance staff because they continue to operate independently of a mobile phone and provide immediate emergency activation if the worker becomes incapacitated.

App-based systems such as **EcoOnline StaySafe** offer a lower-cost alternative with strong management functionality but rely more heavily on the worker carrying and maintaining a compatible smartphone, although wearable Bluetooth panic buttons are available to enhance usability.

For staff operating ride-on mowers, electric utility vehicles and working alone in remote outdoor locations, a solution incorporating both manual SOS activation and automatic Man Down detection would provide the most comprehensive control measure against the hazards identified within the Lone Working Risk Assessment.

Detailed Budget Summary

All Cost Centres and Codes (Between 01/04/2026 and 15/07/2026)

Car Park & Conveniences

		Last Year 2025-2026				Current Year 2026-2027								Next Year	
		Receipts		Payments		Receipts				Payments				Receipts	Payments
Code	Title	Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual	Forecast	Total	Budget	Budget
142	CP Rates			2,500.00	2,536.03					2,536.03	577.40		577.40		
143	CP Water			1,000.00	786.42					1,000.00	131.27		131.27		
144	CP Electricity			1,300.00	2,176.98					1,300.00	416.30		416.30		
145	CP Insurance														
147	Cleaning/Janitorial Sup			300.00	234.90					300.00	24.48		24.48		
148	CP Maintenance			450.00	3,194.43					1,500.00	144.09		144.09		
149	Security Alarm			150.00	340.00					150.00					
151	EV Charging														
SUB TOTAL				5,700.00	9,268.76					6,786.03	1,293.54		1,293.54		

General Administration

		Last Year 2025-2026				Current Year 2026-2027								Next Year	
		Receipts		Payments		Receipts				Payments				Receipts	Payments
Code	Title	Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual	Forecast	Total	Budget	Budget
4	Stationery Misc		9.19	1,200.00	584.58					400.00	158.51		158.51		
5	Insurance			5,000.00	5,298.47					5,500.00	5,315.62		5,315.62		
6	Equipment			1,000.00	1,786.73					500.00	36.63		36.63		
7	Postage			10.00	8.99					10.00					
8	Audit Fee			1,550.00	985.00					1,600.00					
9	Memberships		392.40	1,200.00	5,207.91		124.80		124.80	2,000.00	2,953.13		2,953.13		
10	Tea/Coffee/Milk			500.00	213.72					250.00	72.71		72.71		
11	Training			1,200.00	1,071.17					2,000.00	672.00		672.00		
12	Annual Report			250.00											
13	Neighbourhood Plan			250.00											
14	S137			100.00											
15	Grants to local orgs									2,000.00					

Detailed Budget Summary

All Cost Centres and Codes (Between 01/04/2026 and 15/07/2026)

16	Community Special	1,600.00				1,600.00			
17	Bank Interest	1,619.26		1,200.00					
18	Grants	1,306.50	5,963.01	2,035.44	2,035.44		500.00	500.00	
19	Precept	177,332.00		182,650.00	91,325.00	91,325.00			
21	Neighbourhood Plan C								
22	Devolution Scheme								
23	VAT	3.89							
24	Website	1,100.00	725.87			650.00	318.51	318.51	
25	Poo Bags	163.30	1,000.00		17.27	17.27	500.00	59.90	59.90
26	Communications		570.00	687.87		650.00	266.56	266.56	
27	Computing Hardware		150.00	599.14					
28	Computing Software		1,750.00	2,817.93		2,200.00	337.50	337.50	
29	Photocopier		2,500.00	3,942.14		2,500.00	871.47	871.47	
32	Legals		5,000.00	10,590.62		15,000.00			
33	Section 106	18,752.98	250.00	3,350.00					
34	Staff Christmas		500.00						
504	Inspections			951.00		100.00			
505	Bank charges	25.00		93.41			67.15	67.15	
SUB TOTAL		199,604.52	26,680.00	44,877.56	183,850.00	93,502.51	93,502.51	37,460.00	11,629.69

		Last Year 2025-2026				Current Year 2026-2027				Next Year	
		Receipts		Payments		Receipts				Payments	
Code	Title	Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual
126	Museum Grant			1,200.00			211.64		211.64	1,200.00	
SUB TOTAL				1,200.00			211.64		211.64	1,200.00	

Detailed Budget Summary

All Cost Centres and Codes (Between 01/04/2026 and 15/07/2026)

Projects		Last Year 2025-2026				Current Year 2026-2027								Next Year	
		Receipts		Payments		Receipts				Payments				Receipts	Payments
		Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual	Forecast	Total	Budget	Budget
500	Village Hall mural														
501	Levelling Up Grant - B				2,000.00										
502	Enovert		5,427.00		5,427.00		15,170.00		15,170.00		1,015.00		1,015.00		
503	Warm Welcome - EAL				160.14										
SUB TOTAL			5,427.00		7,587.14		15,170.00		15,170.00		1,015.00		1,015.00		

Staff remuneration		Last Year 2025-2026				Current Year 2026-2027								Next Year	
		Receipts		Payments		Receipts				Payments				Receipts	Payments
		Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual	Forecast	Total	Budget	Budget
3	Employer NI			5,200.00	18,720.48					8,724.00	2,822.62		2,822.62		
41	Pension Contributions			2,500.00	6,313.87					13,653.00	2,722.19		2,722.19		
81	Staff Salaries			107,000.00	57,402.90					88,000.00	19,894.32		19,894.32		
SUB TOTAL				114,700.00	82,437.25					110,377.00	25,439.13		25,439.13		

Village Environment		Last Year 2025-2026				Current Year 2026-2027								Next Year	
		Receipts		Payments		Receipts				Payments				Receipts	Payments
		Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual	Forecast	Total	Budget	Budget
42	Highways/CCTV			500.00						1,000.00	22.50		22.50		
43	Repairs & Maintenanc			1,000.00	534.89					500.00	538.00		538.00		
44	Community Worker Ec		5,500.00	250.00	2,342.03					1,500.00	16,662.31		16,662.31		
45	Fuel			250.00	236.96					300.00	244.26		244.26		
46	Vehicle Insurance									675.00	260.71		260.71		
47	Playground Equipmen		49,434.63	1,000.00	68,247.26					1,000.00					

Detailed Budget Summary

All Cost Centres and Codes (Between 01/04/2026 and 15/07/2026)

48	Litter Bins		200.00	188.26			2,000.00	42.00	42.00	
51	Dog bins						305.00			
52	Telephone Kiosk			300.00			500.00			
53	Water Pump		200.00				200.00			
54	Allotments									
55	Church Clock		800.00	350.00			500.00			
56	Amenity Electric Vehic		500.00	2,577.17			500.00	83.81	83.81	
57	Defibrillator		220.00				500.00			
58	Street Lighting Mainte		600.00	933.31			3,000.00	197.00	197.00	
59	Street lighting Energy		2,800.00	3,110.28			3,250.00	95.07	95.07	
60	Special Events	600.00	3,000.00	30.00			1,000.00			
61	Christmas Tree/Carol S		600.00	783.70			500.00			
62	Planting		300.00	105.21			500.00			
63	Trees		1,500.00	4,840.00			2,000.00	665.00	665.00	
64	Grass Cutting		100.00		94.50					
65	Allotment Fees	10.00			10.00					
66	Street Cleaning	3,291.58			3,200.00	3,390.33	3,390.33	290.64	290.64	
67	VE Window Cleaning									
68	Contractors									
69	Sundries		600.00	4.37				62.09	62.09	
71	Memorial		200.00	37.50			100.00			
SUB TOTAL		58,836.21	14,620.00	84,620.94	3,304.50	3,390.33	3,390.33	19,830.00	19,163.39	19,163.39

Last Year 2025-2026					Current Year 2026-2027								Next Year		
Village Hall		Receipts		Payments		Receipts				Payments				Receipts	Payments
		Budget	Actual	Budget	Actual	Budget	Actual	Forecast	Total	Budget	Actual	Forecast	Total	Budget	Budget
82	VH Rates			1,700.00	1,873.13					1,875.00	768.84		768.84		
83	VH Maintenance			8,000.00	2,738.81					7,500.00	5,934.82		5,934.82		
84	Hall Hire		15,390.50		65.00	13,175.00	3,680.00		3,680.00						

Earls Colne Parish Council

15 July 2026 (2026-2027)

Detailed Budget Summary

All Cost Centres and Codes (Between 01/04/2026 and 15/07/2026)

85	VH Insurance									
86	VH Electricity	35.00	4,500.00	2,414.36		2,700.00	862.59	862.59		
87	Gas	160.00	13,000.00	5,125.47		5,775.00	885.74	885.74		
88	VH Water		600.00	302.44		250.00	203.94	203.94		
89	VH Legionella									
90	District Councillor Proj									
91	Fire Exits/Alarms/Eme		1,000.00	777.70		1,300.00	725.09	725.09		
92	Cleaning/Cloakroom S		1,000.00	411.87		360.00	249.13	249.13		
93	Waste Collection		1,700.00	1,779.04		420.00	1,454.53	1,454.53		
94	License Fees		200.00	90.00		150.00				
95	Refurbishment		2,000.00	17,582.00						
96	Stairlift		160.00			300.00				
98	Contractors		250.00							
99	Sundries		600.00	859.89		250.00	95.00	95.00		
101	Defibrillator Consumat					200.00	67.99	67.99		
102	Window Cleaning		500.00			600.00				
103	Loan Repayment									
104	Hall Hire Deposit	-100.00		220.00	100.00	100.00				
105	Community Hub					1,000.00	83.68	83.68		
106	Floors and Windows					8,000.00				
107	Equipment					850.00	3,477.09	3,477.09		
SUB TOTAL		15,485.50	35,210.00	34,239.71	13,175.00	3,780.00	3,780.00	31,530.00	14,808.44	14,808.44

Summary

TOTAL	279,353.23	198,110.00	263,031.36	200,329.50	116,054.48	116,054.48	207,183.03	73,349.19	73,349.19
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Earls Colne Parish Council

Net Position by Cost Centre and Code - All Cost Centres and Codes

Cost Centre Name

<u>Car Park & Conveniences</u>		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
142	CP Rates				2,536.03	577.40	1,958.63
143	CP Water				1,000.00	131.27	868.73
144	CP Electricity				1,300.00	416.30	883.70
145	CP Insurance						
147	Cleaning/Janitorial Supplie				300.00	24.48	275.52
148	CP Maintenance				1,500.00	144.09	1,355.91
149	Security Alarm				150.00		150.00
151	EV Charging						
					6,786.03	£1,293.54	5,492.49

<u>General Administration</u>		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
4	Stationery Misc				400.00	158.51	241.49
5	Insurance				5,500.00	5,315.62	184.38
6	Equipment				500.00	36.63	463.37
7	Postage				10.00		10.00
8	Audit Fee				1,600.00		1,600.00
9	Memberships			124.80	2,000.00	2,953.13	-828.33
10	Tea/Coffee/Milk				250.00	72.71	177.29
11	Training				2,000.00	672.00	1,328.00
12	Annual Report						
13	Neighbourhood Plan						
14	S137						
15	Grants to local orgs				2,000.00		2,000.00
16	Community Special				1,600.00		1,600.00
17	Bank Interest		1,200.00				-1,200.00
18	Grants			2,035.44		500.00	1,535.44
19	Precept		182,650.00	91,325.00			-91,325.00
21	Neighbourhood Plan Gran						
22	Devolution Scheme						
23	VAT						
24	Website				650.00	318.51	331.49
25	Poo Bags			17.27	500.00	59.90	457.37
26	Communications				650.00	266.56	383.44
27	Computing Hardware						
28	Computing Software				2,200.00	337.50	1,862.50
29	Photocopier				2,500.00	871.47	1,628.53
32	Legals				15,000.00		15,000.00
33	Section 106						
34	Staff Christmas						
504	Inspections				100.00		100.00
505	Bank charges					67.15	-67.15
			183,850.00	£93,502.51	37,460.00	£11,629.69	-64,517.18

<u>Museum</u>		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
126	Museum Grant			211.64	1,200.00		1,411.64
				£211.64	1,200.00		1,411.64

<u>Projects</u>		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
500	Village Hall mural						
501	Levelling Up Grant - BDC						
502	Enovert			15,170.00		1,015.00	14,155.00
503	Warm Welcome - EALC						
				£15,170.00		£1,015.00	14,155.00

<u>Staff remuneration</u>		<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
<u>Code</u>	<u>Title</u>		<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

Earls Colne Parish Council

Net Position by Cost Centre and Code - All Cost Centres and Codes

Cost Centre Name

3 Employer NI	8,724.00	2,822.62	5,901.38
41 Pension Contributions	13,653.00	2,722.19	10,930.81
81 Staff Salaries	88,000.00	19,894.32	68,105.68
	110,377.00	£25,439.13	84,937.87

Village Environment

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
42	Highways/CCTV				1,000.00	22.50	977.50
43	Repairs & Maintenance				500.00	538.00	-38.00
44	Community Worker Equipr				1,500.00	16,662.31	-15,162.31
45	Fuel				300.00	244.26	55.74
46	Vehicle Insurance				675.00	260.71	414.29
47	Playground Equipment				1,000.00		1,000.00
48	Litter Bins				2,000.00	42.00	1,958.00
51	Dog bins				305.00		305.00
52	Telephone Kiosk				500.00		500.00
53	Water Pump				200.00		200.00
54	Allotments						
55	Church Clock				500.00		500.00
56	Amenity Electric Vehicle				500.00	83.81	416.19
57	Defibrillator				500.00		500.00
58	Street Lighting Maintenance				3,000.00	197.00	2,803.00
59	Street lighting Energy				3,250.00	95.07	3,154.93
60	Special Events				1,000.00		1,000.00
61	Christmas Tree/Carol Serv				500.00		500.00
62	Planting				500.00		500.00
63	Trees				2,000.00	665.00	1,335.00
64	Grass Cutting		94.50				-94.50
65	Allotment Fees		10.00				-10.00
66	Street Cleaning		3,200.00	3,390.33		290.64	-100.31
67	VE Window Cleaning						
68	Contractors						
69	Sundries					62.09	-62.09
71	Memorial				100.00		100.00
			3,304.50	£3,390.33	19,830.00	£19,163.39	752.44

Village Hall

<u>Code</u>	<u>Title</u>	<u>Bal. B/Fwd.</u>	<u>Receipts</u>		<u>Payments</u>		<u>Current Balance</u>
			<u>Budget</u>	<u>Actual</u>	<u>Budget</u>	<u>Actual</u>	<u>Budget</u>
82	VH Rates				1,875.00	768.84	1,106.16
83	VH Maintenance				7,500.00	5,934.82	1,565.18
84	Hall Hire		13,175.00	3,680.00			-9,495.00
85	VH Insurance						
86	VH Electricity				2,700.00	862.59	1,837.41
87	Gas				5,775.00	885.74	4,889.26
88	VH Water				250.00	203.94	46.06
89	VH Legionella						
90	District Councillor Project						
91	Fire Exits/Alarms/Emerger				1,300.00	725.09	574.91
92	Cleaning/Cloakroom Supp				360.00	249.13	110.87
93	Waste Collection				420.00	1,454.53	-1,034.53
94	License Fees				150.00		150.00
95	Refurbishment						
96	Stairlift				300.00		300.00
98	Contractors						
99	Sundries				250.00	95.00	155.00
101	Defibrillator Consumables				200.00	67.99	132.01
102	Window Cleaning				600.00		600.00
103	Loan Repayment						
104	Hall Hire Deposit			100.00			100.00
105	Community Hub				1,000.00	83.68	916.32
106	Floors and Windows				8,000.00		8,000.00
107	Equipment				850.00	3,477.09	-2,627.09
			13,175.00	£3,780.00	31,530.00	£14,808.44	7,326.56

Current Balance = Balance B/Fwd - (Receipt Budget - Actual Receipt) + (Payment Budget - Actual Payments)

Earls Colne Parish Council
Net Position by Cost Centre and Code - All Cost Centres and Codes

Cost Centre Name

NET TOTAL	200,329.50	£116,054.48	207,183.03	£73,349.19	49,558.82
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Monthly breakdown of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2026 and 31/03/2027)

	Budget	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Variance
PAYMENTS															
Car Park & Convenien															
CP Rates	2,536.03	290.40	287.00											577.40	1,958.63
CP Water	1,000.00		131.27											131.27	868.73
CP Electricity	1,300.00	145.94	196.78	73.58										416.30	883.70
Cleaning/Janitorial Supp	300.00		24.48											24.48	275.52
CP Maintenance	1,500.00	67.43		26.66	50.00									144.09	1,355.91
Security Alarm	150.00														150.00
General Administratio															
Stationery Misc	400.00	4.50	47.03		106.98									158.51	241.49
Insurance	5,500.00		5,315.62											5,315.62	184.38
Equipment	500.00				36.63									36.63	463.37
Postage	10.00														10.00
Audit Fee	1,600.00														1,600.00
Memberships	2,000.00	2,906.13			47.00									2,953.13	-953.13
Tea/Coffee/Milk	250.00	2.71	58.93	9.40	1.67									72.71	177.29
Training	2,000.00	585.00	60.00	27.00										672.00	1,328.00
Grants to local orgs	2,000.00														2,000.00
Community Special	1,600.00														1,600.00
Grants		500.00												500.00	-500.00
Website	650.00	62.17	194.17	62.17										318.51	331.49
Poo Bags	500.00		59.90											59.90	440.10
Communications	650.00	66.64	66.64	66.64	66.64									266.56	383.44
Computing Software	2,200.00	337.50												337.50	1,862.50
Photocopier	2,500.00		154.62	716.85										871.47	1,628.53
Legals	15,000.00														15,000.00
Inspections	100.00														100.00
Bank charges		15.75	19.50	17.85	14.05									67.15	-67.15
Museum															
Museum Grant	1,200.00														1,200.00

Monthly breakdown of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2026 and 31/03/2027)

	Budget	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Variance
Projects															
Enovert		-333.33	1,348.33											1,015.00	-1,015.00
Staff remuneration															
Employer NI	8,724.00	1,580.35	613.02	629.25										2,822.62	5,901.38
Pension Contributions	13,653.00	1,347.01	1,375.18											2,722.19	10,930.81
Staff Salaries	88,000.00	7,194.16	6,294.63	6,405.53										19,894.32	68,105.68
Village Environment															
Highways/CCTV	1,000.00			22.50										22.50	977.50
Repairs & Maintenance	500.00	268.00		30.00	240.00									538.00	-38.00
Community Worker Equ	1,500.00	16,546.13	32.83	75.55	7.80									16,662.31	-15,162.31
Fuel	300.00	35.17	61.88	129.21	18.00									244.26	55.74
Vehicle Insurance	675.00	260.71												260.71	414.29
Playground Equipment	1,000.00														1,000.00
Litter Bins	2,000.00				42.00									42.00	1,958.00
Dog bins	305.00														305.00
Telephone Kiosk	500.00														500.00
Water Pump	200.00														200.00
Church Clock	500.00														500.00
Amenity Electric Vehicle	500.00			83.81										83.81	416.19
Defibrillator	500.00														500.00
Street Lighting Maintena	3,000.00	197.00												197.00	2,803.00
Street lighting Energy	3,250.00			95.07										95.07	3,154.93
Special Events	1,000.00														1,000.00
Christmas Tree/Carol St	500.00														500.00
Planting	500.00														500.00
Trees	2,000.00	295.00	370.00											665.00	1,335.00
Street Cleaning		290.64												290.64	-290.64
Sundries		26.96		35.13										62.09	-62.09
Memorial	100.00														100.00
Village Hall															
VH Rates	1,875.00	386.84	382.00											768.84	1,106.16

Monthly breakdown of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2026 and 31/03/2027)

	Budget	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Variance
VH Maintenance	7,500.00		1,247.50	2,438.00	2,249.32									5,934.82	1,565.18
VH Electricity	2,700.00	501.91	184.62		176.06									862.59	1,837.41
Gas	5,775.00	437.75	235.12	171.51	41.36									885.74	4,889.26
VH Water	250.00		203.94											203.94	46.06
Fire Exits/Alarms/Emerg	1,300.00		690.00		35.09									725.09	574.91
Cleaning/Cloakroom Su	360.00	143.08	94.30		11.75									249.13	110.87
Waste Collection	420.00	80.59	1,373.94											1,454.53	-1,034.53
License Fees	150.00														150.00
Stairlift	300.00														300.00
Sundries	250.00	95.00												95.00	155.00
Defibrillator Consumabl	200.00	67.99												67.99	132.01
Window Cleaning	600.00														600.00
Community Hub	1,000.00	83.68												83.68	916.32
Floors and Windows	8,000.00														8,000.00
Equipment	850.00		643.01		2,834.08									3,477.09	-2,627.09
	207,183.03	34,488.81	21,766.24	11,115.71	5,978.43										
														Total:	73,349.19
														Variance:	133,833.84

Monthly breakdown of Receipts and Payments

All Cost Centres and Codes (Between 01/04/2026 and 31/03/2027)

	Budget	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Total	Variance
RECEIPTS															
General Administration															
Memberships			124.80											124.80	124.80
Bank Interest	1,200.00														-1,200.00
Grants		630.44	1,405.00											2,035.44	2,035.44
Precept	182,650.00	91,325.00												91,325.00	-91,325.00
Poo Bags			17.27											17.27	17.27
Museum															
Museum Grant		211.64												211.64	211.64
Projects															
Enovert				15,170.00										15,170.00	15,170.00
Village Environment															
Grass Cutting	94.50														-94.50
Allotment Fees	10.00														-10.00
Street Cleaning	3,200.00			3,390.33										3,390.33	190.33
Village Hall															
Hall Hire	13,175.00	1,351.00	2,179.00	150.00										3,680.00	-9,495.00
Hall Hire Deposit			100.00											100.00	100.00
	200,329.50	93,518.08	3,826.07	18,710.33											
														Total:	116,054.48
														Variance:	-84,275.02