



Public Document Pack

Melksham Town Council

Town Hall, Melksham, Wiltshire, SN12 6ES
Tel: (01225) 704187

Town Clerk Tracy Predeth BA(Hons) MPA, FLSCC

To: Councillor A Westbrook (Chair)
Councillor J Oatley (Vice-Chair)
Councillor P Aves
Councillor G Cooke
Councillor G Ellis
Councillor J Hubbard
Councillor T Price
Councillor J Westbrook
Councillor S Rabey

17 February 2025

Dear Councillors

In accordance with the Local Government Act (LGA) 1972, Sch 12, paras 10 (2)(b) you are invited to attend the **Asset Management and Amenities Committee** meeting of the Melksham Town Council. The meeting will be held at the Town Hall on **Monday 24th February 2025** commencing at **7.00 pm**.

A period of public participation will take place during the meeting. The Press and Public are welcome to attend this meeting.

Yours sincerely

Mrs T Predeth BA(Hons), MPA, FSLCC
Town Clerk and RFO

Melksham Town Council
Asset Management and Amenities Committee

Monday 24 February 2025
At 7.00 pm at the Town Hall

In the exercise of Council functions. Members are reminded that the Council has a general duty to consider Crime & Disorder, Health & Safety, Human Rights and the need to conserve biodiversity. The Council also has a duty to tackle discrimination, provide equality of opportunity for all and foster good relations in the course of developing policies and delivery services under the public sector Equality Duty and Equality 2010.

Virtual Meeting Access:

Please follow the joining instructions below for the virtual Zoom meeting

[Join Zoom Meeting](#)

Meeting ID: 836 6987 6198 Passcode: 481965

Participants will be directly let in the meeting by clicking on the above link. There is no waiting room

AGENDA

1. Apologies

To receive apologies for absence.

2. Declarations of Interest

To receive any Declarations of Interest in respect of items on this agenda as required by the Code of Conduct adopted by the Council.

Members are reminded that, in accordance with the Council's Code of Conduct, they are required to declare any disclosable pecuniary interest or other registrable interests which have not already been declared in the Council's Register of Interests. Members may however, also decide, in the interests of clarity and transparency, to declare at this point in the meeting, any such disclosable pecuniary interests which they have already declared on the Register, as well as any other registrable or other interests.

3. Public Participation

Email: towncouncil@melksham-tc.gov.uk **Web:** www.melksham-tc.gov.uk
Facebook: facebook.com/melksham.town

Members of the public are invited to attend the meeting and address the council.

Members of the public are requested to send their question to locum@melksham-tc.gov.uk by noon on the working day before the meeting. This will make it more likely that we will be able to answer your question on the night. You should still attend the meeting, in person or online, to ask your question.

4. Minutes (Pages 1 - 8)

To approve the Minutes of the Asset Management and Amenities Committee meeting held on Monday 16th December 2025.

5. CCTV

To receive any verbal update from the CCTV Working Group and agree any recommendations.

To consider the request from residents regarding additional CCTV.

Hello Town Council

We had the police call again this morning after another incident in Church Walk (the last one was in November so they are a regular occurrence). They are looking for doorbell coverage relating to a front door literally being kicked in at 16 Church Walk at 20:05 last night. The lady who lived there passed away recently but had she still been in residence this would have absolutely terrified her!

Whilst there is CCTV coverage at the High Street end of Church walk there is nothing covering the part of the road closer to the Church and Canon Square. I understand the you have CCTV ready and waiting to be installed and would ask that you consider this area as a priority as it seems to be regularly targeted and most residents are elderly with no ability to confront any attack on their homes whose front doors mainly open directly onto the street or pavement. Even the police officer who called today said that it would be a good idea if there were coverage of that area due to the number of incidents they are called to

6. Finance

6.1 Budget 2024/25 (Pages 9 - 14)

To note budget spent and available to spend.

6.2 Assembly Hall (Pages 15 - 16)

To note Assembly Hall Income & Expenditure Report.

7. Report of the Clerk (Pages 17 - 20)

Report of the Clerk relating to items below.

8. Motion on Goalposts (Pages 21 - 22)

To consider the motion from Councillor Rabey.

9. Assembly Hall (Pages 23 - 28)

To receive an update from the Hall Manager.

Attached, three examples of shows where it would have been financially beneficial to do a Ticket Split.

10. Asset Transfers (Pages 29 - 30)

To receive an update from the Locum Clerk and agree way forward.

See report at item 6.

11. Splashpad (Pages 31 - 40)

To receive and agree quotation for works to the Splash Pad.

12. Allotments (Pages 41 - 42)

To receive an update on Allotments

13. Community Gardens

To receive an update on the Community Gardens.

See report at item 6.

14. Play Areas

To receive an update on the Awdry Park Play area and agree on the way forward.

Update to follow.

15. KGV Lighting Survey (Pages 43 - 50)

To receive a report on the lighting survey and agree on a way forward

16. Wiltshire Play Pitch Strategy (Pages 51 - 52)

To agree to the Deputy Clerk representing the Committee at meeting regarding a 3G pitch in Melksham.

17. Town Development (Pages 53 - 54)

To receive an update on the Town Development

18. Shurnhold Fields

18.1 Shurnhold Fields Working Group (Pages 55 - 58)

For decision.

To ratify the decisions made at the Shurnhold Fields meeting of 24th September 2024 (shown at the end of page 4 of the minutes).

18.2 Shurnhold Fields Improvements (Pages 59 - 60)

For decision.

To note and agree the decision of Melksham Without Parish Council made Monday 27th January 2025.

19. Friends of KGV

Adjourned from meeting on 16th December 2024.

Minutes of that meeting:-

The Deputy Clerk spoke to the item. A Friends Group would have access to grants not available to the Town Council. Councillor Hubbard and Councillor A Westbrook would be attending a meeting on 8th January 2025. It was agreed to bring the matter back to the next agenda

To receive an update and for decision.

20. King George V Park

See report at item 6.

21. Project Update (Pages 61 - 64)

To note update on projects identified as belonging to Asset Management & Amenities Committee.

22. Confidential Session

Members are requested to make the following resolution in accordance with the Public Bodies (Admission to Meetings) Act 1960.

In view of the sensitive nature of the business to be transacted, it is advisable in the public interest that the public and press be excluded, and they are instructed to withdraw.

23. Quotes

To receive and agree on quotes if any to 31 Market Place.

To receive and agree on quotes if any for the lease of Council vehicles

Melksham Town Council

Minutes of the Asset Management and Amenities Committee meeting held on Monday 16th December 2024

PRESENT: Councillor A Westbrook (Chair)
Councillor J Oatley (Vice-Chair)
Councillor P Aves
Councillor G Ellis
Councillor J Hubbard
Councillor T Price
Councillor J Westbrook
Councillor S Rabey

IN ATTENDANCE:

OFFICERS:	Tracy Predeth	Locum Clerk
	Hugh Davies	Head of Operations
	Andrew Meacham	Committee Clerk
	Hayley Bell	Deputy Clerk

PUBLIC PARTICIPATION: Three members of the public and one member of the press were present.

50/24 Apologies

An apology for absence was received from Councillor Cooke who was substituted by the Deputy Mayor Councillor Rabey

51/24 Declarations of Interest

Councillor A Westbrook and Councillor J Westbrook declared a non-pecuniary interest in item 8 as members of Melksham Green Space.

52/24 Public Participation

Sue Mortimer.

1: Report for agenda item 5 contains duplicate and missing pages.

The Chair Councillor A Westbrook confirmed that members had received the full document via email and any member of the public could have a copy on request.

2: Where is the cost of grass cutting for the allotments shown as the maintenance for allotments code 4201 is £Nil?

Councillor A Westbrook confirmed an answer would be sent but her understanding was that grass cutting at the allotments was done in house and therefore would not show

any costings. Councillor Hubbard explained that if work had previously been contracted out the budget line would remain for at least 3 years afterwards.

3: What is the breakdown of the Assembly Hall up to date income code 1173 Live Shows Hall Hire and up to date cost code 4960 Live Entertainment?

Councillor A Westbrook advised that the information had been supplied to members recently. Councillor Rabey surrendered her copy to Mrs Mortimer.

Councillor A Westbrook took the opportunity to formally thank Mrs Mortimer for the Christmas Lunch the previous Sunday.

53/24 Tree Planting

It was proposed by Councillor A Westbrook, seconded by Councillor J Westbrook and

UNANIMOUSLY RESOLVED to advance this item and item 15 up the agenda.

Councillor J Westbrook thanked Melksham Green Space for the report. The council would need to speak to relevant landowners and a maintenance plan would be needed. It was suggested that schools and the wider community could be involved.

The Clerk was asked to start discussions with landowners and appropriate groups.

Standing Orders were suspended to allow the representatives of Melksham Green Space to talk.

Ian Cardy confirmed that Area F was owned by Wiltshire Council and managed by Green Square. Green Square were happy for the plan previously produced by MTC to proceed. Aster Housing keen to have a community Orchard in site G.

Questions were asked. Ian Cardy confirmed trees would be native and suitable for the site, that Primrose Drive Nature Group would continue to maintain Area C and private gardens shown in Area G were not part of the plan.

Councillor Hubbard advised MGS to contact Naomi Styles, Woodland Officer at Wiltshire Council Climate & Environmental Services to make a request for funding from Wiltshire Council Great West Community Forest Fund. Councillor A Westbrook noted that Melksham Town Council had £10000 in a Tree Planting Budget.

It was proposed by Councillor J Westbrook, seconded by Councillor Jack Oatley and

UNANIMOUSLY RESOLVED

- for officers to start conversations with landowners and work with Melksham Green Space to discuss next steps

- to delegate authority to the Clerk to use the Tree Planting Fund, code 220/4179.

54/24 Project Update

The Deputy Clerk confirmed she was working on colour coding the project document with blue for completed, amber for underway and red for not started.

Allotment Audit and Management

Land grab with solicitors.

Allotments- Water Troughs

Fitted in Awdry Avenue. Methuen and Dunch Lane to be fitted in January.

Awdry Avenue Play Area

Payment schedule agreed. Wiltshire Council sending through grant agreement. Work to start in January to be completed by the 21st February.

Blue Pool/Assembly Hall Project

Transfer with solicitors, then to contract finder for tender and architects designs. Members requested that the process be started to run alongside the legal work rather than waiting for the legal work to be completed.

Church Street Toilets Transfer

Wiltshire Council open to Expression of Interest and can provide costings. Members agreed that costings were required before anything else could be done.

Green Flag Status for KGV

Green Flag Award website says applications for 2024/25 closing date is January 2024. Councillor A Westbrook has emailed for clarification. There was discussion on the Task & Finish Group. A query was raised on whether Task & Finish Groups in general were appropriate.

Joint Cemetery Strategy

Meeting was cancelled because of budget discussions. Meeting will be arranged for New Year.

KGV Eco Loos Conversion

Contractor has backlog. Head of Operations has been chasing for a firm date.

It was proposed by Councillor Hubbard, seconded by Councillor J Westbrook and

UNANIMOUSLY RESOLVED that if a firm date could not be delivered, officers were empowered to select a new contractor.

KGV Sensory Garden

Work due to start next day. This was initial work only and a detailed plan for the garden would be put to committee, probably at the next meeting. There was an issue with wet pour in the Dog Park and advice was needed from Wiltshire Council flood experts. Detailed plan for the garden should be available for next meeting.

KGV Signage

Dog signage going in this week. High quality stickers confirming the wifi would be installed in January. Skatepark signage in place.

Play Area Signage

Work proceeding to replace. No recent progress due to lack of capacity for Head of operations. Members felt this did not have to be done by Head of operations and could be passed to another officer.

Recruitment of Assembly Hall Staff

Two applicants. Interviews to be held shortly. Clerk confirmed recruitment was difficult because of unsociable hours and need to have transport.

Rivermead School Parking

Deputy Clerk due to meet with Head Teacher in January. Councillor Hubbard concerned that there was a “reset” and work done by Councillor J Westbrook and himself would be lost. Agreed that Deputy Clerk would meet with Councillor Hubbard and Councillor J Westbrook.

Skate Park Signage

This had been completed.

Skylark Road Lighting

Paul Weymouth was assisting but this is a busy time of year for him. No firm date set yet.

Street Trees

Waiting to hear outcome of application to Wiltshire Town Programme.

Town Hall Clock

Inspection has been made. New mechanism needed. Costing to be investigated.

55/24 Minutes

The minutes of 21st October 2024 having previously been circulated, were approved as a correct record and signed by Councillor A Westbrook.

56/24 Budget 2024./25

The item was noted.

57/24 Assembly Hall

Head of Operations gave a verbal update on figures to date and projected for the year.

There was discussion about Assembly Hall income and future. Some members felt that the Assembly Hall, as a community asset, should not be judged purely on a commercial basis. Councillor J Westbrook suggested taking to the management of Cheese & Grain in Frome.

A meeting was requested. Councillor J Westbrook asked for social media and/or advert in the MIN inviting people to give their views on the future of the Assembly Hall. Councillor Ellis pointed out that a report on this had been done and asked for it to be recirculated.

It was proposed by Councillor A Westbrook, seconded by Councillor Oatley and

UNANIMOUSLY RESOLVED to hold a full council meeting in January to discuss the Assembly Hall.

It was confirmed by the Clerk and the Committee Clerk that a meeting would be arranged for Monday 27th January 2025.

58/24 Allotment Audit

Waiting list.

How many names were on the waiting list and how long do we give people to reply to an offer?

Fees.

What is the annual charge and can it be raised? Confirmed had gone up from £40 to £50 and needed to give a years notice. Councillor Rabey advised caution and not wishing to price people out.

Grass cutting.

Could frequency of cutting be increased? Head of Operations would speak to the Amenities Manager.

Deer incursions.

Could a fence be installed, would this solve the issue and how much would it cost? To come back to next meeting if required.

Future reporting.

Report to come back to next meeting and thereafter twice a year to include details of waiting list, income and expenditure.

59/24 Friends of KGV

The Deputy Clerk spoke to the item. A Friends Group would have access to grants not available to the Town Council. Councillor Hubbard and Councillor A Westbrook would be attending a meeting on 8th January 2025. It was agreed to bring the matter back to the next agenda.

60/24 Awdry Avenue Play Area

It was proposed by Councillor Hubbard, seconded by Councillor A Westbrook and

UNANIMOUSLY RESOLVED for the Town Mayor Councillor Price to write a letter of to Bridie Hanraads and team.

61/24 Works Vehicles

The Town Clerk confirmed details of Bradford on Avon's electric fleet. Councillors discussed the merits of various issues - lease over purchase, trialling vehicles, obtaining expert advice, use of Hydrotreated Vegetable Oil Fuel, analysis of need.

It was agreed that Head of Operations and the Amenities Manager would meet with the Deputy Town Mayor Councillor Rabey to discuss needs.

62/24 Asset Transfers

Blue Pool and Church Street Toilets were discussed under project update.

63/24 King George V Park

64/24 Splashpad

Members put forward their preferences.

It was proposed by Councillor A Westbrook, seconded by Councillor Hubbard and

UNANIMOUSLY RESOLVED to confirm 2025 Splashpad opening from Easter weekend through to the middle of September between the hours of 11am to 6pm.

65/24 Updating Report

Sensory Garden, Dog Park and Green Flag Status and KGV Signage were discussed under project update.

KGV Lighting Survey.

Lighting survey went live last week and will be open until 22nd January 2025.

86 responses to date.

Letters hand delivered to properties adjacent to park and information displayed in Evie's Kitchen.

QR codes can be put up in the park.

Members discussed whether the deadline could be shortened and whether an Impact Assessment and an Equalities Assessment were necessary.

Councillor Hubbard suggested that as the dimming was a trial it was appropriate for there being a period of dimmed lighting and a period of full lighting during the consultation.

It was proposed by Councillor Hubbard, seconded by the Deputy Town Mayor Councillor Rabey and

UNANIMOUSLY RESOLVED for the lights to be put back to their pre-trial level and for an Impact Assessment to be undertaken.

66/24 Wiltshire Town Programme

This item was discussed under project update.

Meeting Closed at: 9.30 pm

Signed:

Dated:

17/02/2025

Melksham Town Council Current Year

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Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Av available	% Spent	Transfer to/from EMR
<u>Asset Management & Amenities</u>								
201 <u>Town Hall</u>								
1034 Income Town Hall Bookings	2,167	1,782	2,000	218			89.1%	
Town Hall :- Income	2,167	1,782	2,000	218			89.1%	0
4000 Salaries ENI & Pension	6,382	0	0	0		0	0.0%	
4027 Telephones and Mobiles	168	0	0	0		0	0.0%	
4100 Gas	6,036	3,033	7,200	4,167		4,167	42.1%	
4101 Electricity	4,841	4,129	6,000	1,871		1,871	68.8%	
4102 Non Domestic Rates	10,604	10,604	11,000	396		396	96.4%	
4103 Water Rates	1,304	1,170	2,000	830		830	58.5%	
4104 Window Cleaning	3,088	972	1,800	828	1,616	(788)	143.8%	
4106 Repairs and Maintenance	3,199	10,481	6,000	(4,481)	2,849	(7,330)	222.2%	
4108 Service Contracts	9,995	5,612	8,000	2,388	360	2,028	74.6%	
4261 Building Condition Reps Works	2,880	0	0	0		0	0.0%	
Town Hall :- Indirect Expenditure	48,497	36,000	42,000	6,000	4,825	1,175	97.2%	0
Net Income over Expenditure	(46,330)	(34,218)	(40,000)	(5,782)				
202 <u>Asset and Amenities</u>								
1027 Income - Amenity Services	8,427	9,416	4,500	(4,916)			209.3%	
Asset and Amenities :- Income	8,427	9,416	4,500	(4,916)			209.3%	0
4000 Salaries ENI & Pension	232,386	238,796	275,000	36,204		36,204	86.8%	
4027 Telephones and Mobiles	790	0	1,500	1,500		1,500	0.0%	
4075 Training	2,438	0	3,000	3,000		3,000	0.0%	
4150 Uniform/PPE	1,223	244	1,000	756		756	24.4%	
4151 Tools and Equipment	3,289	760	2,000	1,240		1,240	38.0%	
4153 Vehicle Running Costs	3,502	4,831	6,000	1,169		1,169	80.5%	
4156 Vehicle Leasing	14,621	5,414	11,000	5,586		5,586	49.2%	
4163 Repairs and Maintenance	3,611	1,226	6,000	4,774	50	4,725	21.3%	
4167 Street Furniture and Signage	5,178	4,689	6,000	1,311	136	1,175	80.4%	
4168 Bus Shelters Cleaning	249	644	0	(644)		(644)	0.0%	
4177 Churchyard maintenance	0	0	1,000	1,000		1,000	0.0%	
4186 Defibrillators	990	1,100	4,000	2,900		2,900	27.5%	
4196 Container storage	0	0	1,500	1,500		1,500	0.0%	
Asset and Amenities :- Indirect Expenditure	268,277	257,704	318,000	60,296	186	60,111	81.1%	0
Net Income over Expenditure	(259,851)	(248,287)	(313,500)	(65,213)				

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Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
203 Allotments								
1045 Income	5,785	10	7,000	6,990			0.1%	
Allotments :- Income	5,785	10	7,000	6,990			0.1%	0
4200 Water Rates	1,723	1,211	1,800	589		589	67.3%	
4201 Maintenance	887	0	4,000	4,000		4,000	0.0%	
Allotments :- Indirect Expenditure	2,610	1,211	5,800	4,589	0	4,589	20.9%	0
Net Income over Expenditure	3,175	(1,201)	1,200	2,401				
204 Cafe								
1046 Income - Pavilion	7,669	2,279	0	(2,279)			0.0%	
1090 Expenses Recovered	0	11,809	17,500	5,691			67.5%	
Cafe :- Income	7,669	14,087	17,500	3,413			80.5%	0
4050 Legal and Professional Fees	350	0	0	0		0	0.0%	
4250 WiFi - Pavilion	408	733	1,000	267		267	73.3%	
4252 Electricity	12,874	18,775	12,000	(6,775)		(6,775)	156.5%	
4254 Water	283	777	2,500	1,723		1,723	31.1%	
4255 Fire Safety Checks	355	859	400	(459)		(459)	214.8%	
4256 Maintenance	10,546	1,815	2,000	185		185	90.7%	
4258 Pavilion Development	0	0	0	0	600	(600)	0.0%	
Cafe :- Indirect Expenditure	24,816	22,960	17,900	(5,060)	600	(5,660)	131.6%	0
Net Income over Expenditure	(17,147)	(8,873)	(400)	8,473				
205 Public Toilets - Market Place								
1060 Contribution - MWPC	11,000	0	5,000	5,000			0.0%	
Public Toilets - Market Place :- Income	11,000	0	5,000	5,000			0.0%	0
4101 Electricity	2,236	725	2,200	1,475		1,475	32.9%	
4103 Water Rates	1,549	674	3,000	2,326		2,326	22.5%	
4106 Repairs and Maintenance	150	1,475	1,000	(475)	520	(995)	199.5%	
4180 Cleaning	5,229	5,206	7,000	1,794		1,794	74.4%	
Public Toilets - Market Place :- Indirect Expenditure	9,164	8,080	13,200	5,120	520	4,600	65.2%	0
Net Income over Expenditure	1,836	(8,080)	(8,200)	(120)				
206 Public Toilets - Bath Road								
4101 Electricity	1,323	1,125	1,700	575		575	66.2%	
4103 Water Rates	0	0	2,000	2,000		2,000	0.0%	
4106 Repairs and Maintenance	396	0	1,000	1,000		1,000	0.0%	

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Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4180 Cleaning	6,764	6,088	7,000	912		912	87.0%	
4185 Electricity supply: Toilets	122	0	0	0		0	0.0%	
Public Toilets - Bath Road :- Indirect Expenditure	8,605	7,212	11,700	4,488	0	4,488	61.6%	0
Net Expenditure	(8,605)	(7,212)	(11,700)	(4,488)				
<u>210 Corporate Properties</u>								
1040 Income 31 Market Place	7,467	5,908	7,000	1,092			84.4%	
1048 Income Art House Cafe	6,479	5,161	6,700	1,539			77.0%	
Corporate Properties :- Income	13,946	11,070	13,700	2,630			80.8%	0
Net Income	13,946	11,070	13,700	2,630				
<u>211 Art House Cafe</u>								
4108 Service Contracts	549	796	0	(796)		(796)	0.0%	
4175 WiFi	774	310	750	440		440	41.4%	
Art House Cafe :- Indirect Expenditure	1,323	1,107	750	(357)	0	(357)	147.6%	0
Net Expenditure	(1,323)	(1,107)	(750)	357				
<u>212 Round House</u>								
4101 Electricity	(1,181)	299	400	101		101	74.8%	
4103 Water Rates	161	214	200	(14)		(14)	106.8%	
4106 Repairs and Maintenance	966	263	250	(13)		(13)	105.3%	
Round House :- Indirect Expenditure	(54)	776	850	74	0	74	91.3%	0
Net Expenditure	54	(776)	(850)	(74)				
<u>213 31 Market Place</u>								
4106 Repairs and Maintenance	875	888	1,000	112	30	82	91.8%	
4108 Service Contracts	85	0	1,000	1,000		1,000	0.0%	
31 Market Place :- Indirect Expenditure	960	888	2,000	1,112	30	1,082	45.9%	0
Net Expenditure	(960)	(888)	(2,000)	(1,112)				
<u>215 Depot</u>								
4058 Insurance	396	330	0	(330)		(330)	0.0%	
4101 Electricity	2,011	1,011	1,800	789		789	56.2%	
4102 Non Domestic Rates	8,556	5,636	5,000	(636)		(636)	112.7%	
4103 Water Rates	230	265	250	(15)		(15)	106.0%	
4106 Repairs and Maintenance	150	1,629	2,000	371		371	81.4%	

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Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Av available	% Spent	Transfer to/from EMR
4159 Electric - Unit	168	0	0	0		0	0.0%	
4160 Leasing	13,379	10,292	15,600	5,308		5,308	66.0%	
4184 Fire security: Unit	94	96	300	204		204	32.0%	
Depot :- Indirect Expenditure	24,984	19,259	24,950	5,691	0	5,691	77.2%	0
Net Expenditure	(24,984)	(19,259)	(24,950)	(5,691)				
<u>220 Play Areas and Open Spaces</u>								
1050 Grants Received	0	58,182	0	(58,182)			0.0%	
Play Areas and Open Spaces :- Income	0	58,182	0	(58,182)				0
4157 Grasscutting and Ground Maint	33,179	34,757	25,000	(9,757)		(9,757)	139.0%	
4158 Replacement Play Equipment	800	46,822	0	(46,822)		(46,822)	0.0%	
4165 Maintenance play areas	8,243	612	10,000	9,388	375	9,013	9.9%	
4169 Maintenance of trees	1,155	0	4,000	4,000		4,000	0.0%	
4179 Tree Planting and Ecology	14,473	0	10,000	10,000		10,000	0.0%	
4193 Rospa checks: Play areas	1,351	0	1,600	1,600		1,600	0.0%	
Play Areas and Open Spaces :- Indirect Expenditure	59,200	82,192	50,600	(31,592)	375	(31,967)	163.2%	0
Net Income over Expenditure	(59,200)	(24,010)	(50,600)	(26,590)				
<u>221 King George V Park/Splashpad</u>								
4101 Electricity	1,573	734	7,000	6,266		6,266	10.5%	
4106 Repairs and Maintenance	1,460	3,707	1,000	(2,707)	14,033	(16,740)	1774.0%	
4108 Service Contracts	5,501	10,843	5,500	(5,343)		(5,343)	197.1%	
4199 Chemicals	3,119	453	2,000	1,547		1,547	22.7%	
4313 Holiday Activities	3,152	0	0	0		0	0.0%	
4913 Water	0	9,132	10,500	1,368		1,368	87.0%	
King George V Park/Splashpad :- Indirect Expenditure	14,804	24,869	26,000	1,131	14,033	(12,902)	149.6%	0
Net Expenditure	(14,804)	(24,869)	(26,000)	(1,131)				
<u>405 Solar Farm Projects</u>								
1182 Solar money received	48,105	49,405	40,000	(9,405)			123.5%	49,405
Solar Farm Projects :- Income	48,105	49,405	40,000	(9,405)			123.5%	49,405
4500 Solar Money Projects	0	0	40,000	40,000		40,000	0.0%	
Solar Farm Projects :- Indirect Expenditure	0	0	40,000	40,000	0	40,000	0.0%	0
Net Income over Expenditure	48,105	49,405	0	(49,405)				
6001 less Transfers to EMR	0	49,405	0	(49,405)				
Movement to/(from) Gen Reserve	48,105	0	0	0				

Continued over page

Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Asset Management & Amenities :- Income	97,099	143,951	89,700	(54,251)			160.5%	
Expenditure	463,186	462,257	553,750	91,493	20,568	70,925	87.2%	
Net Income over Expenditure	<u>(366,087)</u>	<u>(318,306)</u>	<u>(464,050)</u>	<u>(145,744)</u>				
less Transfers to EMR	0	49,405	0	(49,405)				
Movement to/(from) Gen Reserve	<u>(366,087)</u>	<u>(367,710)</u>	<u>(464,050)</u>	<u>(96,340)</u>				
Grand Totals:- Income	97,099	143,951	89,700	(54,251)			160.5%	
Expenditure	463,186	462,257	553,750	91,493	20,568	70,925	87.2%	
Net Income over Expenditure	<u>(366,087)</u>	<u>(318,306)</u>	<u>(464,050)</u>	<u>(145,744)</u>				
less Transfers to EMR	0	49,405	0	(49,405)				
Movement to/(from) Gen Reserve	<u>(366,087)</u>	<u>(367,710)</u>	<u>(464,050)</u>	<u>(96,340)</u>				

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17/02/2025

Melksham Town Council Current Year

Page 1

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Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
Assembly Hall								
501 <u>Assembly Hall Central Costs</u>								
1000 Income-Assembly Hall Lettings	26,944	30,818	30,000	(818)			102.7%	
1172 Tickets : private events	0	490	0	(490)			0.0%	
Assembly Hall Central Costs :- Income	26,944	31,308	30,000	(1,308)			104.4%	0
4000 Salaries ENI & Pension	70,530	78,143	85,000	6,857		6,857	91.9%	
4005 Temporary Staff	3,221	0	0	0		0	0.0%	
4057 Accountancy and Audit	0	0	0	0	130	(130)	0.0%	
4106 Repairs and Maintenance	0	120	0	(120)		(120)	0.0%	
4261 Building Condition Reps Works	17,731	0	0	0		0	0.0%	
4900 Uniforms	0	945	1,000	55	945	(889)	188.9%	
4903 Bar Stock Purchases	0	0	0	0	2,028	(2,028)	0.0%	
4905 Cleaning Materials	2,020	2,293	2,000	(293)	459	(752)	137.6%	
4907 Stationery/Printing/Postage	163	103	150	47		47	68.9%	
4909 Licences	(2,990)	5,116	3,500	(1,616)		(1,616)	146.2%	
4911 Electricity	16,459	10,976	17,000	6,024		6,024	64.6%	
4912 Gas	208	137	100	(37)		(37)	136.8%	
4913 Water	2,922	1,946	3,000	1,054		1,054	64.9%	
4914 Rates	8,608	8,608	9,500	892		892	90.6%	
4915 Equipment	305	490	5,000	4,510	3,636	874	82.5%	
4916 Maintenance-Equipment	5,314	1,293	7,000	5,707	177	5,530	21.0%	
4917 Service Contracts	10,373	5,877	8,400	2,523		2,523	70.0%	
4918 Maintenance	5,671	3,224	13,000	9,776	3,730	6,046	53.5%	
4922 Publicity & Marketing	8,043	6,144	6,000	(144)	1,121	(1,265)	121.1%	
4927 Stocktaking	520	390	600	210		210	65.0%	
4954 PA and Lighting Costs	0	0	0	0	510	(510)	0.0%	
4958 Event Security	1,133	0	0	0	176	(176)	0.0%	
4960 Live entertainment:	0	0	0	0	864	(864)	0.0%	
Assembly Hall Central Costs :- Indirect Expenditure	150,229	125,805	161,250	35,445	13,775	21,670	86.6%	0
Net Income over Expenditure	(123,285)	(94,497)	(131,250)	(36,753)				
510 <u>Assembly Hall Events</u>								
1004 Film shows	358	0	300	300			0.0%	
1172 Tickets : private events	0	335	0	(335)			0.0%	
1173 Live Shows - Hall Hire	23,027	13,954	20,000	6,046			69.8%	
Assembly Hall Events :- Income	23,385	14,289	20,300	6,011			70.4%	0
4903 Bar Stock Purchases	0	0	0	0	318	(318)	0.0%	
4919 Films: expenses and contract	101	0	220	220		220	0.0%	

Continued over page

Detailed Income & Expenditure by Budget Heading 31/01/2025

Month No: 10

Committee Report

	Actual Last Year	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4954 PA and Lighting Costs	5,130	4,265	4,500	235	740	(505)	111.2%	
4958 Event Security	120	875	0	(875)	144	(1,019)	0.0%	
4960 Live entertainment:	1,689	3,078	0	(3,078)		(3,078)	0.0%	
Assembly Hall Events :- Indirect Expenditure	7,040	8,217	4,720	(3,497)	1,201	(4,698)	199.5%	0
Net Income over Expenditure	16,345	6,072	15,580	9,508				
<u>520 Assembly Hall Bar and Catering</u>								
1001 Income-Assembly Hall Bar	52,166	43,762	43,500	(262)			100.6%	
Assembly Hall Bar and Catering :- Income	52,166	43,762	43,500	(262)			100.6%	0
4901 Catering Stock Purchases	676	0	0	0		0	0.0%	
4903 Bar Stock Purchases	20,147	17,850	22,000	4,150	6,909	(2,758)	112.5%	
Assembly Hall Bar and Catering :- Indirect Expenditure	20,822	17,850	22,000	4,150	6,909	(2,758)	112.5%	0
Net Income over Expenditure	31,344	25,912	21,500	(4,412)				
Assembly Hall :- Income	102,495	89,359	93,800	4,441			95.3%	
Expenditure	178,091	151,871	187,970	36,099	21,886	14,213	92.4%	
Movement to/(from) Gen Reserve	(75,596)	(62,512)	(94,170)	(31,658)				
Grand Totals :- Income	102,495	89,359	93,800	4,441			95.3%	
Expenditure	178,091	151,871	187,970	36,099	21,886	14,213	92.4%	
Net Income over Expenditure	(75,596)	(62,512)	(94,170)	(31,658)				
Movement to/(from) Gen Reserve	(75,596)	(62,512)	(94,170)	(31,658)				

Asset & Amenities Committee Report

Date of Meeting: 24 February 2025

Prepared by: Locum Clerk, Dave Elms and Richard Baulch-Collett

1. Asset Transfers – Update

Church Street Toilets

- Discussions are ongoing regarding the potential transfer of Church Street Toilets to the Town Council.

The Locum Clerk was asked to provide operational costs, but Wiltshire Council has indicated that these are not readily available. However, costs should be comparable to the Bath Road toilets. (see attached costs) Before taking over the Church Street Toilets, the Council should consider the following factors:

1. **Ongoing Operational Costs** – Even if Wiltshire Council cannot provide exact figures, the Town Council should estimate long-term expenses, including cleaning, maintenance, utilities, and consumables.
2. **Capital Investment** – Assess whether any immediate repairs or upgrades are needed to bring the toilets up to an acceptable standard. This could include accessibility improvements, security measures, or structural repairs.
3. **Staffing and Maintenance** – Determine who will be responsible for daily cleaning and maintenance. Will this be handled in-house or outsourced?
4. **Security and Anti-Social Behaviour** – Consider whether additional security measures (e.g., CCTV, timed locking mechanisms, or attendants) are needed to prevent vandalism and misuse.
5. **Opening Hours and Accessibility** – Decide on operating hours and whether they should be seasonal. Also, ensure the facilities meet accessibility standards for disabled users.
6. **Revenue Generation** – Explore whether a pay-to-use system or business sponsorships could help offset costs.
7. **Insurance and Liability** – Confirm that the Town Council's insurance policy covers public toilets and assess potential liabilities.
8. **Public Demand and Community Support** – Gauge whether the facility is well-used and valued by the community to justify the expense and responsibility of taking it over.
9. **Legal and Contractual Obligations** – Review the terms of the transfer agreement carefully, ensuring there are no hidden liabilities or restrictions.
10. **Sustainability and Environmental Considerations** – Look into water-saving devices, solar lighting, and other eco-friendly measures to reduce long-term costs and environmental impact.

Town Centre Tuesday Market

- Cllr Aves has requested that the Council investigate taking over the management of the Tuesday Market, which has been in decline.
- Are members happy for the Locum Clerk to explore this possibility and report back to the Committee?

Blue Pool

- The transfer documents for Blue Pool are nearly complete.
- Wiltshire Council has been asked to clear and secure the site before the transfer is finalised.
- Architects' Visit: Six architects have visited the site and will present their proposals for future development at an informal meeting on 3rd March 2025 at 7:00 PM.
- The Locum Clerk is looking into the cost of appointing a project officer to oversee this project as recommended by Council.

2. Repairs & Maintenance

31 Market Street

- A tender has been issued for stage one of the repairs.
- Quotes are due by 21st February 2025 and will be discussed as a confidential agenda item if any are received.

Town Hall Clock

- Repairs to the Town Hall Clock are underway and expected to be completed soon.

3. Amenities & Open Spaces

KGV Park

Green Flag Status

- The submission deadline has been extended to 28th February 2025. The Locum Clerk will oversee its submission with the Amenities Team.

Sensory Garden – Progress & Next Steps

1. Shrub & Tree Work
 - Shrubs along the KGV fenceline were reduced in December (before nesting season).
 - Contractors will return (weather permitting) to remove roots and grade the area.
 - The Amenities Team will prune and shape remaining shrubs.

- Tree works should be assessed and carried out before spring.
- 2. Site Preparation & Infrastructure
 - Bund Removal: Contractors will remove the bund when weather allows.
 - Wetpour Removal: The former play area's wetpour will be removed.
 - Shaded Areas & Soil Testing: Identifying shaded areas, root systems, and canopy coverage will help determine planting and pathways. Soil testing is recommended after site clearance.
 - Irrigation & Drainage Issues:
 - The site suffers from severe surface water pooling in winter.
 - Bund compaction has negatively impacted drainage and mature tree health.
 - Addressing this issue is critical before any hard landscaping or planting.
- 3. Additional Considerations
 - Composting Bay: A secure, concrete-based composting bay should be installed for prunings and vegetation reuse.
 - Picnic Benches: Previous plans identified specific locations for picnic benches, fixed on concrete bases.
 - Security & Accessibility: Some benches have been moved overnight; securing them across the park can help evenly distribute use and prevent sinking into grass.
- 4. Project Oversight
 - The contractor has been contacted and will notify when works begin.
 - A staff member should be designated to oversee the Sensory Garden and KGV improvements, particularly in preparation for Green Flag submission.

Dog Park

- An updated quote for removing the rubber safety surface, concrete slabs, and edging, including remedial work, has been received.
- Total cost: £4,316.00 + VAT. (I have not seen this quote)

Eco Toilets

- Update from Rigg Construction (14.02.25):
 - A part is on order, expected next week.
 - Handover will be arranged upon arrival.
 - The Amenities Team Manager suggests keeping toilets closed until Easter to allow ground recovery.

Signage

- Dog signs and WiFi stickers have been installed across the park.

Splash Pad Upgrade

- The new splash pad flooring is halfway complete and will be ready for Easter 2025 opening.

4.Wiltshire Towns Programme

Hayley to add report

5. Vehicles & Equipment

This is ongoing, the team have test driven some vehicles and comparative quotes now need to be sought.

6. Community Projects & Initiatives

Awdry Avenue Play Area

- **Hayley to update**

Community Garden

- **(awaiting update from Bridie)**
- Allotment implications:
 - The Wiltshire Council lease expired in 2023 and has not been renewed.

7. Waste Management

Bins in Melksham

- All public bins have been stickered for easier identification and reporting.

MELKSHAM TOWN COUNCIL MEETING OF FULL COUNCIL

Proposed by: **Saffi Rabey**

Seconded by: **Charlie Stokes**

Dated: **29th January 2025**

1. Purpose of the motion

To replace the goal post at Rivermead Drive

2. Background (Including previous resolution/s made and date/s if applicable)

3. Current Situation

Goal post is old

4. What financial implications are there?

Approximately £300

5. How does the motion link to Town Council policies and core values?

By providing healthy, fun activities

6. What risks are there? (Provide a risk assessment)

None

7. What crime and disorder implications are there?

Potential vandalism but unlikely

8. What environmental and biodiversity considerations are there?

None as it is replacing and the current post would go for scrap

9. What safeguarding concerns are there?

None

10. Motion

11. Does the motion impact/ support any previous decisions of council?

No

12. Confirmation that the item under consideration has not been discussed by Council within the preceding six months. If it has, has there been a material change and what is this?

Yes has not been discussed

13. Please summarise any specific recommendations you have in relation to next steps

--

Office Use:

Date of receipt by Proper Officer:

Date of proposed council meeting for motion

Date/s of relevant resolutions: (record full resolution/s here)

Motion accepted by Proper Officer:

Motion rejected by Proper Officer:

Reasons for rejection:

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17/02/2025		Melksham Town Council Current Year				Page 1	
09:51		Nominal Ledger Report by ACCOUNT				User :MEL	
A/c Code	4101 Electricity					Annual Budget	1,700
Centre	206 Public Toilets - Bath Road					Committed	0
Month	Date	Reference	Source	Transaction Detail		Debit	Credit
Opening Balance						0.00	
1	16/04/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		109.21	
2	23/05/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		131.62	
3	20/06/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		111.34	
4	14/07/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		119.32	
5	14/08/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		101.76	
5	14/08/2024	BACS	Cashbook	Refund - electricity - Bath Rd			38.34
6	18/09/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		107.62	
7	18/10/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		112.76	
8	14/11/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		112.98	
9	17/12/2024	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		124.69	
10	16/01/2025	THWES02	Purchase Ledger	Electricity - Bath Rd toilets		131.92	
Account Electricity						Account Totals	1,163.22
							38.34
Centre Public Toilets - Bath Road						Net Balance Month 11	1,124.88

A/c Code	4180 Cleaning					Annual Budget	7,000
Centre	206 Public Toilets - Bath Road					Committed	0
Month	Date	Reference	Source	Transaction Detail		Debit	Credit
Opening Balance						0.00	
1	01/04/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
1	19/04/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
3	20/05/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
3	21/06/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
4	19/07/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
5	19/08/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
6	20/09/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
8	04/11/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
8	19/11/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		614.95	
9	13/12/2024	TCIDV01	Purchase Ledger	Cleaning - Bath Rd toilets		553.00	
Account Cleaning						Account Totals	6,087.55
							0.00
Centre Public Toilets - Bath Road						Net Balance Month 11	6,087.55

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Service & Maintenance Quote

QUOTE NUMBER: QU-0323

INITIAL TERM: 1 year

COMMENCEMENT DATE: Apr-25

Splash
therapiusuk



Splash Pads Enterprises Limited t/a The Splash
5 Doolittle Yard,
Flitwick,
Bedford
MK45 2NW
03335 770 188
e enquiries@thesplash.uk
<https://thesplash.uk/>

Dear Hugh

The Splash always take great pride in our, after sales care and support. To this end we have prepared a continuation of your Service and Maintenance contract to ensure that you have another full season of safe and efficient operation.

We have included the updated prices for the standard spares that we replace each year. On top of this we have included the following items that have been flagged on your decommissioning report.

- Item 1.** 2 X Hydrotren non return valves in the tank for the effects and filter suction.
- Item 2.** 3 x Spears non return valve connecting tanks existing ones have perished.
- Item 3.** 1 x Calpeda pump for the Granudos.
- Item 4.** 2 x Venezia Pumps for tank drain down.
- Item 5.** full set of solenoid spares.
- Item 6.** Tank lid repair with galvanised angle iron 6mm x 100mm x 50mm
- Item 7.** Larger Dosing hose and holder for the acid pump on the Granudos to allow for quicker dosing of PH balancer with the reduced concentrations now available.

The service will include a full deep clean of the whole of the pipework filters and tanks with Chlorine Dioxide which will break down biofilms and remove them from the pipe work and tanks ensuring a safe and efficient season.

Please see attached scope of works for the full list of operations that will be carried out during the commissioning and decommissioning.

We hope that the information that we have provided will enable you to choose The Splash to be you supplier for your service and maintenance contract.

Please note your list as follows.

General office number: 0333 5770188

Emergency call out: 07890 907221 & 07831 845859

Yours sincerely

Greg Seale



QUOTE

Melksham Town Council

Date
4 Dec 2024

Expiry
3 Jan 2025

Quote Number
QU-0323

Reference
Service & Maintenance
Quote

VAT Number
GB776847661

Splash Pads Enterprises
Limited
5 Doolittle Yard
Flitwick
Bedford
MK45 2NW
UNITED KINGDOM
accounts@thesplash.uk
0333 577 0188

King George V Melksham Splash Pad Service and Maintenance Quote 2025

Annual service and maintenance contract to decommission and recommission the Splash pad. 3 year contract with guaranteed Labour rate yearly.

Parts and sundries priced at the start of each new season.

Commencing Spring 2025 with Commissioning and finishing with decommissioning 2027.

Spare parts to include: Piezo Switches, probes, Granudos service kit, Dosing hose kit & Dosing screw

Description	Quantity	Unit Price	VAT	Amount GBP
Labour	1.00	4,152.00	20%	4,152.00
Travel & accommodation	1.00	450.00	20%	450.00
Spare parts	1.00	807.47	20%	807.47
WDT holder and hose 4.8 x 1.6	1.00	60.06	20%	60.06
Hydroten Non return flaps 110mm	2.00	280.71	20%	561.42
Spears Non return valves 1 1/2"	2.00	94.60	20%	189.20
Spears Non return Valves 4"	3.00	587.11	20%	1,761.33
Venezia 900 Pump	2.00	387.75	20%	775.50
Calpeda pump	1.00	1,217.34	20%	1,217.34
Stainless steel threaded bar M16	5.00	6.70	20%	33.50
Misc fittings	1.00	20.00	20%	20.00
1" Diaphragm service kit	5.00	47.55	20%	237.75
1 1/2" Diaphragm service kit	5.00	64.37	20%	321.85

Description	Quantity	Unit Price	VAT	Amount GBP
Lengths of galvanised 100mm x50mm angle iron	1.00	576.40	20%	576.40
Delivery	1.00	50.00	20%	50.00
Subtotal				11,213.82
TOTAL VAT 20%				2,242.76
TOTAL GBP				13,456.58

Terms

60% prior to commissioning and balance on decommissioning

SCOPE OF WORKS FOR SERVICE CONTRACT.

Splash

RECIRCULATING SYSTEM

SECTION 1 - PROJECT

PROJECT NAME:	King George v playing fields splash pad		
CUSTOMER NAME:	Melksham Town Council		
DATE:	04-Dec-2024	VERSION:	V1

SECTION 2 - PROJECT SUMMARY

To be read in conjunction with the product description document attached.
The following is the description of works which have been included in the quotation to carry out the Commissioning and decommissioning of an interactive splash pad with single use.

SECTION 3 - SERVICE COMMISSIONING

INCLUDED:	DESCRIPTION:
✓	Clean feature anchors.
✓	Clean drains and jets wash through to tanks.
✓	Clean balance tanks.
✓	Start filling tanks.
✓	Check O Rings recommend replace where necessary.
✓	Remove features from store and install onto anchors.
✓	Clean automatic dosing unit and sample cell.
✓	Replace Chlorine and PH probes.
✓	Dismantle solenoids and check diaphragms.
✓	Clean Granudos and install service kit check dosing Screw operation.
✓	Refill Granudos hopper and connect Acid dosing and check operation.
✓	Replace Piezo activator switches.
✓	Clean Effects Pumps and service.
✓	Clean filter pump and service.
✓	Clean Suction return pump and service. Check ultra-sound receiver.
✓	Prime Pump and add Chlorine Dioxide to the balance tank.
✓	Circulate Chlorine Dioxide throughout the pipe work.
✓	Check park controller and check outputs open all out puts to allow Chlorine Dioxide through features and drains. Allow to stand for 1 hour.
✓	Empty balance tanks and allow to refill with fresh water.
✓	Start filtration system and calibrate dosing unit.
✓	Operate features and check park controller program.
✓	Provide super chlorination certificate.

Directors James Stonor and Neal Judd. Splash Pads Enterprises Limited t/a The Splash,
Registered Office Address: 5 Doolittle Yard, Flitwick, Bedford MK45 2NW
Company Reg No. 04276292 VAT Reg No. 776847661

PROJECT REF: SMC323/MTC/V1

Page 1 of 2

SCOPE OF WORKS FOR SERVICE CONTRACT.

Splash

RECIRCULATING SYSTEM

SECTION 4 - SERVICE DECOMMISSIONING	
INCLUDED:	DESCRIPTION:
✓	Remove features from anchor bases and place in store.
✓	Drain down Filters
✓	Drain main balance tanks.
✓	Underground tanks to be filled
✓	Remove drain plugs in foot valves and drain the pipework. (if Fitted)
✓	Replace drain plugs.
✓	Attach compressor to manifold and blow out all feature pipelines individually.
✓	Hoover out anchor bases and fit winterisation lids.
✓	Drain Sample cell on automatic dosing unit.
✓	Remove PH and Chlorine probes.
✓	Empty Granudos unit.
✓	Open pump baskets and hoover out any water.
✓	Undo drain plug in base of pump basket.
	Drain UV pipework.
✓	Open all valves.
✓	Isolate electric supply to pumps and Automatic dosing system.
✓	Unplug the output modules in DSC panel. Leave 12volt supply to the DSC live.
✓	Isolate mains incoming water at the plant room.

SECTION 5 - ADDITIONAL OPTIONAL SERVICES	
INCLUDED:	DESCRIPTION:
	Clean play area surface.
	Refresher maintenance training.

Contact:	
PHONE:	0333 577 0188
EMAIL:	enquiries@thesplash.uk

Directors James Stonor and Neal Judd. Splash Pads Enterprises Limited t/a The Splash.
Registered Office Address: 5 Doolittle Yard, Fitzwick, Bedford MK45 2NW
Company Reg No. 04276292 VAT Reg No. 776847661

PROJECT REF: SMC323/MTC/V1

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Product Description – Maintenance Services



Version 001 of 2023

Product Description

Maintenance Services (Services)

1. Description

- a. Regular and routine inspection and maintenance of the Equipment (being the equipment provided by The Splash) internally and externally by a competent engineer will play an important part in assisting you to obtain the best results.
- b. The Splash will maintain the equipment described in the Scope of Work (SOW) referenced in the Quote (Equipment) during each year of Service with site attendance occurring on dates to be agreed.
- c. The Services shall include, routine maintenance, commissioning and/or decommissioning, inspection, cleaning, and where relevant re-assembling (but not repairing or replacing except where specifically set out in the SOW) the Equipment.
- d. Routine Maintenance shall be normal preventative maintenance service, during which certain items of the plant will be taken apart for visual inspection to ensure problem free operation.
- e. The frequency of the Service will be tailored to meet specific operational needs as set out in the SOW referenced in the Quote.
- f. The Services will be provided between 9.00 a.m. and 5.00 p.m. Monday to Friday excluding public, bank, and local holidays.

2. Exclusions

- a. The Services will not extend to:
 - i. Modifications or additions to the Equipment.
 - ii. Peripheral items and consumables (lists of which are available from Splash) unless specified in the Quotation.
 - iii. Items which in The Splash's opinion can no longer be subject to economical maintenance and for which The Splash has submitted a refurbishment cost estimate payable in addition to the Fees.
 - iv. Defects resulting, in The Splash's reasonable opinion, from misuse or neglect of, accident to the Equipment or failure to follow the instructions or advice of The Splash or the Equipment manufacturer.
 - v. The repair or replacement of parts which The Splash requires to carry out away from the site named in the Quote or Scope of Work but which the Customer for security reasons or otherwise is unwilling to release to The Splash.
- b. The Service will not cover any visits caused by failure of Equipment caused by or due to:
 - i. inappropriate dosing/ incorrect mixing of chemicals.
 - ii. failure to operate the unit in accordance with The Splash's recommendations.
 - iii. external factors such as fire, frost and accidental impact or any other external factor.
 - iv. lack of ancillary equipment that has been recommended to protect the plant/equipment. and/or
 - v. failure of services such as power, water, and Instrument air.
- c. The Service will not include:
 - i. rectification of damage caused to other equipment by the failure of the Equipment; or
 - ii. damage to the Equipment caused by the failure of other equipment.
- d. The Service does not include callouts. The Splash may agree to provide callouts on request based on the same terms as are applicable to the Services. The Fee for the callout shall be quoted at the time but shall not be less than £495 per day per engineer plus accommodation, mileage and parts.

3. Fees

- a. The Fees are payable in accordance with the Quote.
- b. Additional services (including emergency visits outside the hours specified in condition 1.f above) and the cost of replacement parts not covered by a parts warranty given by The Splash will be the subject of additional Fees.
- c. The Splash may adjust the Fees by written notice not later than 30 days before any anniversary of the Commencement Date.

Product Description – Maintenance Services



Version 001 of 2023

4. Customer's Obligations

- a. In addition to the Customer's obligations set out in the Terms and Conditions, the Customer shall:
 - i. ensure the splash pad has been cleaned prior to commissioning (unless such cleaning is included in the Quote).
 - ii. keep and operate the Equipment in a proper and prudent manner.
 - iii. use the Equipment in a suitable environment and in accordance with instructions and advice of the equipment manufacturer and The Splash.
 - iv. not move the Equipment or make any addition, modification or adjustment to it without The Splash's prior written consent.
 - v. check fixings on a weekly basis on all above-ground equipment particularly those that have moving features/components (i.e., Twin Tipper (buckets); Soaking Sails).
 - vi. maintain and make available to The Splash records of the operation, maintenance and any malfunction of the Equipment;
 - vii. provide, at such times as The Splash reasonably requires and at no cost to The Splash:
 1. all documentation, materials and services necessary for the maintenance and testing of the Equipment.
 2. access to the Equipment; and
 3. use of the Customer's workshop and repair facilities and the cooperation of the Customer's personnel in diagnosing and overcoming any malfunction of the Equipment.
 - viii. carry out daily monitoring of water quality in accordance with instructions as may be provided by The Splash; and/or
 - ix. check and change sand filtration medium (recommended between 1 – 4 years).

5. Liability

- a. Notwithstanding anything to the contrary set out in the Terms and Conditions, The Splash shall use its reasonable endeavors to keep the Equipment in an efficient operating condition but shall have no liability at all for any loss or damage of any kind arising from any breakdown or failure of the Equipment however caused.

6. Replacement Parts

- a. Any parts supplied by The Splash as part of the Services shall remain The Splash's property until the Customer has made payment in full.
- b. Where The Splash is not able to supply a replacement part, all service levels shall remain the same, except for the supply of the relevant part which will depend on the availability of the part from the manufacturer.

7. Commencement and Term of Agreement

- a. The Commencement Date means the date set out in the Quote. The Services shall begin on the Commencement Date and shall remain in force until it is terminated on any anniversary of the Commencement Date by not less than 30 days prior written notice by either party.

Terms and Conditions

Version 01 of 2023

1. Definitions

1.1 In these terms and conditions, the following terms shall have the following meanings:

Applicable Law	means the laws of England and Wales and any other law that applies;
Commencement Date	means the date on which the Works are to commence as set out in the Quote or Scope of Works;
Contract	means an agreement for the supply of the Works in accordance with these terms and conditions, a Quote and any relevant documents referenced in these terms including a Scope of Works or Product Specification;
Customer	means the person who has issued a Purchase Order accepting the Quote and shall be deemed to include any agents (including the Customer's architect or surveyor nominated in writing) acting on the Customer's behalf;
Employment Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
Fees	means the total sum payable to The Splash under this Contract;
Goods	means the goods, materials, and equipment to be supplied and included within the Quote;
Initial Term	means the period set out in the Quote or Scope of Work;
Intellectual Property Rights and/or IPR	means patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Product Description	means a Product Description that is referenced in the Quote;
Programme of Work	means any programme that is attached to or referenced in the Quote
Purchase Order	means the Customer's order referencing the Quote;
Quote	means The Splash's Quote that has been accepted by the Customer together with any Scope of Works, Product Description/s, drawings and/or documents (such as bills of quantities, Programmes of Work, visualisations and service levels) issued by The Splash as may be attached;
Scope of Works	means the Scope of Works attached to the Quote;
Service/s	means the services to be supplied as described in the Quote;
The Splash	means Splash Pads Enterprises Limited whose registered address is 5 Doolittle Yard, Flitwick, Bedford, England, MK45 2NW or any of its subsidiaries or related companies as may be set out in the Quote;
Works	means the combination of Goods and Services as described in the Quote and Scope of Works;
Works IPR	means the Intellectual Property Rights supplied by The Splash in connection with performance of the Works and the Contract;

2. Basis of Contract

- 2.1. The Purchase Order constitutes an offer by the Customer to purchase the Works in accordance with the Quote and Product Description and these terms and conditions and any other document referencing the Quote agreed between the parties.
- 2.2. The Purchase Order shall only be deemed to be accepted when The Splash issues written acceptance of the Purchase Order at which point, and on which date the Contract shall come into existence.
- 2.3. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance, or warranty made or given by The Splash which is not included in the Contract.
- 2.4. Any descriptive matter or advertising contained in The Splash's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods and services provided by The Splash. They shall not form part of the Contract or have any contractual force.
- 2.5. Quotes will remain valid for a period of 45 days from the date of issue.
- 2.6. Where Goods have to be imported from abroad the Quote is based upon the exchange rate current at the time the Quote is issued. The Fees may be subject to change up or down to reflect changes in that exchange rate during the period up to commencement on site.
- 2.7. These terms and conditions apply to the exclusion of all other terms and conditions that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

or other measure having the force of law the amount of such increase will be added to the Fees.

- 4.12. All additions to the Fees pursuant to the terms of this Clause 4, shall be calculated by applying the rates and prices set out in the Quote. Where the rates and prices in the Quote cannot be applied, Fees shall be charged on a quantum meruit basis.

5. Customer Undertakings

- 5.1. The Customer shall:
 - 5.1.1. obtain and maintain all necessary licences, permissions and consents which may be required for the carrying out of the Works.
 - 5.1.2. ensure that damage is not caused to plant used by The Splash, whether owned, borrowed or hired by The Splash, as a consequence of the negligence or fault of the Customer, its employees, other contractors or representatives.
 - 5.1.3. ensure that use by The Splash of any drawings, documents or other intellectual property supplied to The Splash by or on behalf of the Customer shall not infringe the rights of any third parties; and
 - 5.1.4. take all reasonable precautions including compliance with all statutory and regulatory requirements to ensure the health and safety of all persons on site.
- 5.2. The Customer shall indemnify and hold The Splash harmless against all liabilities, costs (including legal costs), expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs) arising out of or in connection with any breach or non-performance of the obligations within this Clause 5.

3. Performance of the Works and Additional Costs and Charges

- 3.1. The Splash shall use reasonable endeavours to meet any performance dates, but any such dates shall be estimates only and time for performance of the Works shall not be of the essence.
- 3.2. Unless otherwise stated in writing, the Works shall be carried out during normal working hours for the season on Monday to Friday. If overtime is worked at the request of the Customer, it shall be paid for as an extra to the Fees.
- 3.3. All overtime for labour carried out at the request of the Customer shall be charged at 50% above the contract rates and prices.
- 3.4. If all or part of the Works are delayed by curtailed working hours imposed or caused by the Customer, then charges for unproductive time will be added to the Fees.

4. Unforeseen Circumstances

- 4.1. Unless otherwise agreed in writing, the Works shall be carried out under conditions that are reasonably apparent from the drawings and specification. Should conditions be experienced that are not reasonably apparent from the drawings and specification then charges for additional loss and expense incurred because of the conditions actually experienced will be added to the Fees.
- 4.2. Pipes, cables and services in the area of the Works must be made safe by the Customer at the commencement of the Works and the locations of such services made known to The Splash in writing at the time of tender. If The Splash has to make arrangements to expose, protect or move services or adjust the Works because of the presence of such pipes, cables or services, unknown to it at the time of tender, then charges for loss and expense will be added to the Fees.
- 4.3. Unless agreed in writing, the Works do not include excavations in existing foundations of brickwork, concrete, reinforced or otherwise, chalk, rock, running sand, organic or contaminated soils and a charge for loss and expense for dealing with these will be added to the Fees.
- 4.4. In the event of the discovery of unexploded ordnance or archaeological remains, a charge for loss and expense will be made for attending to and accommodating the personnel involved in the making safe and the removal of the devices or remains.
- 4.5. Unless otherwise stated in writing the Works shall be carried out in one continuous visit. If additional visits are required through no fault of The Splash, a charge for loss and expense will be added to the Fees.
- 4.6. Access shall be provided by the Customer as reasonably required by The Splash and any persons employed by or acting on behalf of The Splash. Failure to provide adequate access will result in a charge for loss and expense being added to the Fees.
- 4.7. Any failure to give possession of the site or part thereof to The Splash will result in an additional charge which shall be added to the Fees.
- 4.8. Any standing time or delays incurred by The Splash through no fault of its own will be paid by the Customer as an additional charge to the Fees. This will include, but not be limited to, delayed approval, design changes, changes to the scope of work, sporting or social events, archaeological finds and any enforced halt to the Works. If all or part of the Works are delayed by curtailed working hours imposed or caused by the Customer, then charges for unproductive time will be added to the Fees.
- 4.9. The Customer shall always co-operate with The Splash in relation to the carrying out of the Works. Failure to do so shall entitle The Splash to recover loss and expense which will be added to the Fees.
- 4.10. Unless otherwise agreed in writing, The Splash reserves the right to carry out any finishing works within the season and conditions best suited to their application. If instructed to carry out finishing works at alternative times, The Splash shall be entitled to recover loss and expense from the Customer which will be added to the Fees.
- 4.11. If after the date of the Contract the cost of performance of any part of the Works is increased by reason of the coming into force of any law, statute, by-law, regulation,

6. Variations

- 6.1. Variations (including changes and additions) shall be made by agreement in writing.
- 6.2. Where the cost is increased or decreased because of any variation, the amount of such increase or decrease will be added to or deducted from the Fees.
- 6.3. Where the time in carrying out the Works is increased or decreased because of any variation, change or addition, The Splash shall notify the Customer of the impact to the Programme of Works and such increase or decrease will be added to or deducted from the Programme of Works. Any costs arising because of any revision to the Programme of Works will be added to or deducted from the Fees and shall be charged at the rate set out in the Quote unless otherwise agreed in writing.

7. Drawings

- 7.1. The Quote may provide details of drawings that are required by The Splash for execution of the Works.
- 7.2. The cost of special or additional drawings supplied by The Splash at the request of the Customer or required because of any variation, change or addition will be added to the Fees.

8. Assignment

- 8.1. Neither the Customer nor The Splash shall, without the prior written consent of the other, assign the whole or part of any benefit or obligation under the Contract to any other person except in the case of a solvent amalgamation.

9. Payment

- 9.1. Subject to Subclause 9.2, all invoices shall be paid by the Customer within 14 days from the date of invoice by bank transfer to the account specified in the invoice. All payments shall be made in full without deduction in respect of any set-off or counterclaim. If an amount in the invoice is disputed, the Customer shall notify The Splash of the dispute and the reasons for the dispute in writing within 10 days of the date of the invoice. All undisputed amounts shall be paid in full as shall any disputed amounts that have not been notified in accordance with this Clause.
- 9.2. The Customer shall pay in full for all Goods shipped from outside the UK prior to dispatch.
- 9.3. If payment of any invoice is not made in accordance with Clauses 9.1 and 9.2, above, then The Splash shall be entitled to:
 - 9.3.1. Cancel the Contract or suspend any further provision of the Works to the Customer (such cancellation or suspension shall not be deemed a failure on the part of The Splash to proceed with the Works in accordance with the provisions of the Contract); and/or
 - 9.3.2. Charge the Customer interest (both before and after any judgment) on the amount unpaid at the rate of five per cent per annum over the base rate for the time being of Lloyds Bank plc (such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month).
- 9.4. Where the Fees exceed £10,000, or at the discretion of The Splash, an initial mobilisation payment amounting to 30% of the Fees shall be payable.
- 9.5. In the case of a maintenance service, where the Quote provides for a multi-year contract, only the prices set out in the Quote for labour rates shall apply for the entire period. All other prices shall be valid for the period of validity defined in the Quote in accordance with Clause 2.5 above.
- 9.6. Value Added Tax shall be chargeable in accordance with Applicable Law.
- 9.7. Timely payment shall be of the essence.

Terms and Conditions

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10 Title and Risk

- 10.1 Risk in the Works (including any Goods) supplied by The Splash under the Contract shall pass to the Customer immediately on delivery to the Customer's premises or into custody on the Customer's behalf.
- 10.2 Title in the Works (including any Goods) or any part thereof shall not pass to the Customer until payment in full has been made and the Customer shall permit The Splash to enter onto the Customer's premises and to repossess the Works (including any Goods) if payment is not made by the Customer in accordance with the provisions of the Contract.
- 10.3 Until such time as title has passed the Customer shall, if so required by The Splash, segregate or identify the Works (including any Goods) in such a way to demonstrate that it is the clear property of The Splash. The failure to do so will not prejudice the rights of The Splash under this Clause 10 or any other rights or remedies available to The Splash.

11 Availability of Goods

- 11.1 Completion of the Works is dependent upon Goods being available. If the Goods are not available, The Splash reserves the right consistent to substitute other Goods of similar specification and quality.

12 Intellectual Property Rights

- 12.1 The Splash hereby licenses the Customer to use the Works IPR (including drawings, instructions, and contract documentations) for the sole purposes of using and benefiting from the Works.
- 12.2 The Splash warrants that it either owns all the Works IPR or is authorised to provide the license referred to in Clause 12.1.
- 12.3 In the event of a claim by any third party that the Works IPR infringes upon that third party's rights (IPR Claim), The Splash shall indemnify the Customer in full provided that:
- 12.3.1 The Splash is given notice of the IPR Claim as soon as the Customer becomes aware of it.
- 12.3.2 The Customer provides The Splash with all reasonable assistance requested in connection with the defence of the IPR Claim.
- 12.3.3 The Customer gives The Splash full carriage of the case relating to the IPR Claim; and/or
- 12.3.4 The Customer does not negotiate with the third party or settle the IPR Claim.
- 12.4 If an IPR Claim prevents the Customer from benefiting from or using the Works, The Splash shall, at its option, either:
- 12.4.1 acquire the rights required for use of the relevant part of the Works; or
- 12.4.2 replace the relevant part of the Works with non-infringing elements.

13 Warranty

- 13.1 The Splash does not provide a warranty for Goods acquired from third parties and/or other equipment manufacturers. The Customer may rely on the warranty provided by the relevant third party or equipment manufacturer.
- 13.2 Subject to Subclause 12.1, The Splash warrants that:
- 13.2.1 there will be no material defects in workmanship and/or Goods for a period of one year from date of delivery; and
- 13.2.2 there will be no defects in design for a period of five years from date of delivery.
- 13.3 In respect of any defects found, in accordance with Subclause 12.2, The Splash, at its option, shall replace or repair any materials, components, or workmanship found to be defective or remedy the defect in design provided that costs incurred by The Splash in inspecting the fault or defect shall be borne by the Customer.

14 Warranty Exclusions

- 14.1 The warranties referred to in Clause 13 shall be subject to the following:
- 14.1.1 The Works have been correctly operated and maintained by the Customer and evidenced in the maintenance schedule provided.
- 14.1.2 No repairs or alterations have been made without the prior written approval of The Splash.
- 14.1.3 Notice of any defect has been given to The Splash promptly and in writing within the requisite warranty period.
- 14.2 Defects in Goods acquired from third parties and other equipment manufacturers remedied under the terms of any such third party or manufacturer's warranty may require the payment of charges. Such charges shall be paid by the Customer.
- 14.3 The Warranties in Clause 13 expressly exclude:
- 14.3.1 damage or defects resulting from extreme weather (including lightning), vandalism, improper maintenance, operator error, Acts of God, failure to comply with regulations and codes of the jurisdiction having authority, or other conditions beyond the control of The Splash;
- 14.3.2 labour, freight charges, or incidental materials required to implement repairs;
- 14.3.3 liability for any costs associated with the removal or replacement of equipment in difficult-to-access locations;
- 14.3.4 liability for damage to metals resulting from chemical control devices that use electrolysis as a means for generating chlorine or other chemicals used to treat water; and/or
- 14.3.5 damage to wet pour safety surface resulting from excessive levels of chlorine or sustained use of chlorine above 25ppm and lack of proper maintenance.
- 14.4 The warranties set out in Clause 12 are the full extent of The Splash's liability for any defects in relation to the Works and any and all other warranties, conditions and obligations, statutory, expressed or implied, are expressly excluded to the maximum extent permissible by law.

15 Term and Termination

- 15.1 This Contract shall, unless otherwise terminated as provided in this Clause 15 commence on the Commencement Date and shall:
- 15.1.1 in the case of maintenance services continue for the Initial Term unless terminated by either party in writing with at least 3 months' notice in which case this Contract shall terminate upon the expiry of such notice period; and
- 15.1.2 in the case of other Contracts, on completion of the Works.
- 15.2 Without affecting any other right or remedy available to it, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
- 15.2.1 the other party commits a material breach of any other term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 15.2.2 the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(2)(e) or 123(2) of the IA 1986;
- 15.2.3 the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.2.4 the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- 15.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- 15.2.6 an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership or limited liability partnership).

- 15.2.7 the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- 15.2.8 a person becomes entitled to appoint a receiver over the assets of the other party; or a receiver is appointed over the assets of the other party; and/or
- 15.2.9 a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- 15.3 On termination of this Contract for any reason any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination shall not be affected or prejudiced.

16 Employment Regulations

- 16.1 The Customer and the Supplier believe that, at the Commencement Date, there will be no relevant transfer of employees pursuant to the Employment Regulations.
- 16.2 Notwithstanding the foregoing, if there is a relevant transfer of Employees at the Commencement Date for the purposes of the Employment Regulations, each party shall indemnify the other against all losses which the other party may suffer, sustain, incur, pay or be put to arising from or in connection with:
- 16.2.1 the employment of the relevant employees or the termination of their employment by the indemnifying party on or before the Commencement Date;
- 16.2.2 any failure by the indemnifying party on or before the Commencement Date to comply with its legal obligations in respect of any of the relevant employees;
- 16.2.3 any act or omission before the Commencement Date which, by virtue of the Employment Regulations, is deemed to be an act or omission of the indemnified party; and
- 16.2.4 the indemnifying party's failure to comply with its obligations under the Employment Regulations.

17 Liability

- 17.1 To the extent permitted by law:
- 17.1.1 The Splash shall not be liable to the Customer for indirect or consequential losses, loss of income, loss of profit, loss of opportunity, or loss of reputation of the Customer arising out of, or in connection with the Contract including the carrying out of the Works;
- 17.1.2 The total liability of The Splash for any loss of the Customer not referred to in Clause 17.1.1 above shall not exceed the Fees.
- 17.2 Nothing in the Contract shall limit the liability of The Splash, its Agents or Sub-Contractors for death or personal injury resulting from negligence.

18 Force Majeure

- 18.1 The Splash shall not be liable for failure to perform any of its obligations under the Contract if such failure is due to any event, circumstance or cause whatsoever beyond its reasonable control.
- 18.2 In such circumstances the time for performance by The Splash shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

19 Governing Law and Jurisdiction

- 19.1 The laws of England and Wales shall apply to this Contract.
- 19.2 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract.

20 General

- 20.1 If any provision or part-provision of the Contract becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 20.2 Any notice required or permitted to be given by either party to the other under this Contract shall be in writing addressed to the other party at the email address set out in the Quote.
- 20.3 Notwithstanding anything to the contrary, Clause 9 (Payment), Clause 17 (Liability), Clause 19 (Governing Law and Jurisdiction) and Clause 20 (General) shall survive the termination of this Contract.

Update on Allotment availability.

Allotments are 'fluid' at the moment as the rent renewal letters went out on 080225. At the time of typing I have 8 on the waiting list and 10 vacancies across town. Unfortunately, those 8 want one side of town and 6 of the vacancies are on the other side! However, those figures will change as the day goes on.

1. Awdry Avenue – 5.

Being offered to those on the list. 2 became vacant this morning.

2. Addison Road – 5.

4 of which are unlettable due to the 'land grab' issue

3. Dorset Crescent – 1.

Became vacant Friday but will go quickly as people are queuing up for Dorset

4. Milton Avenue – 0.

5. Methuen Avenue – 1.

Being offered.

6. Portman Road – 0.

7. Southbrook Road – 5.

Being offered. 1 became vacant this morning.

8. Wiltshire Crescent – 0.

I am confident that most will go in the next week or so although Southbrook may drag as it is the other side of town and not as popular.

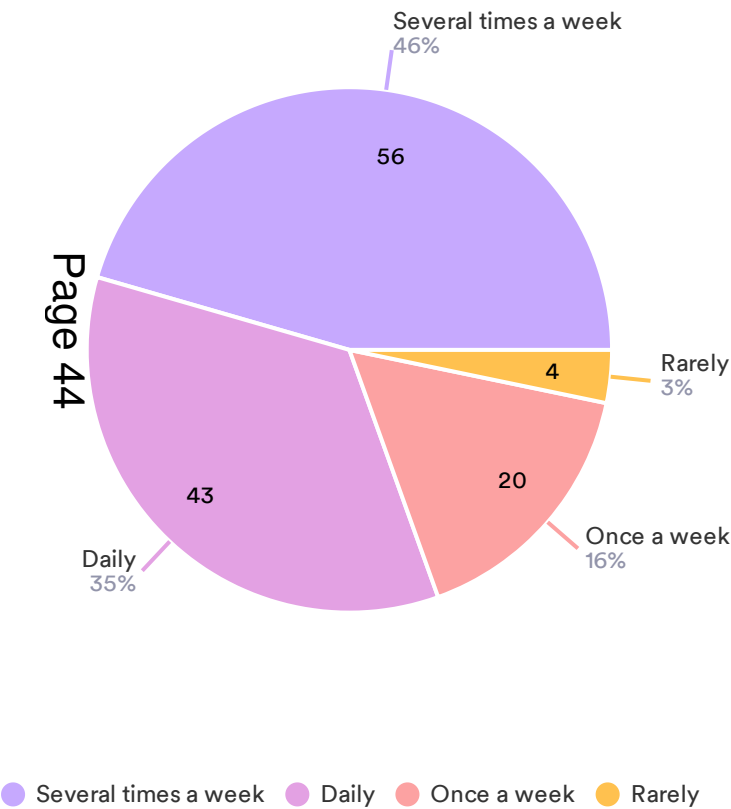
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King George V Park Lighting Survey

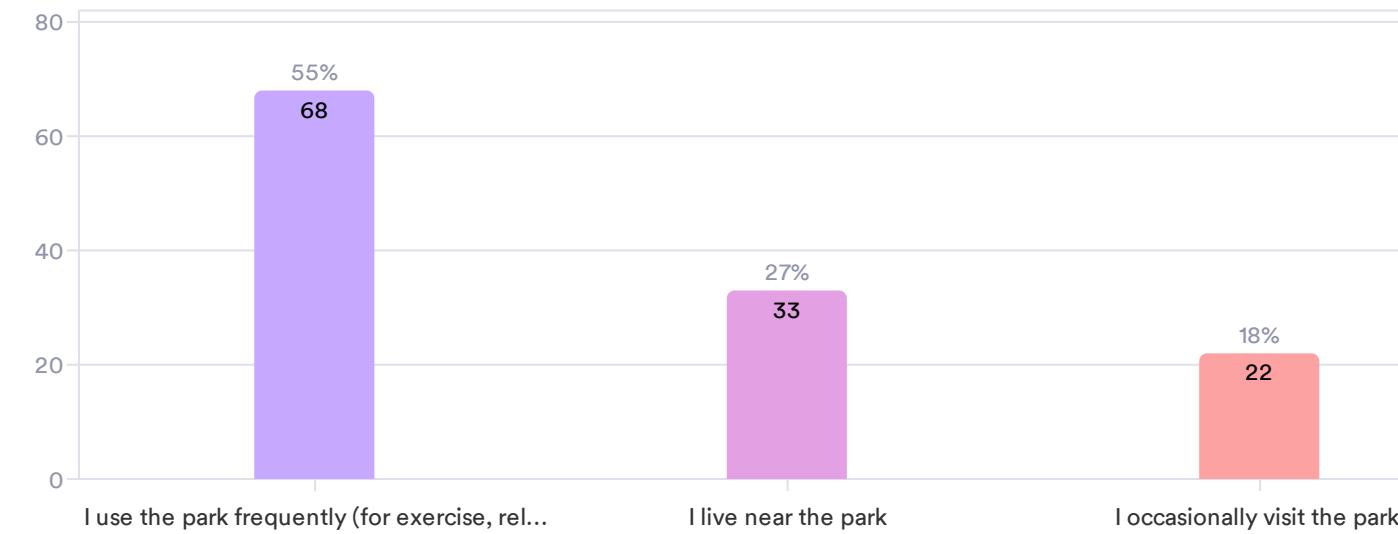
How often do you visit or pass by the park?

123 Responses- 1 Empty



What is your primary relationship to the park?

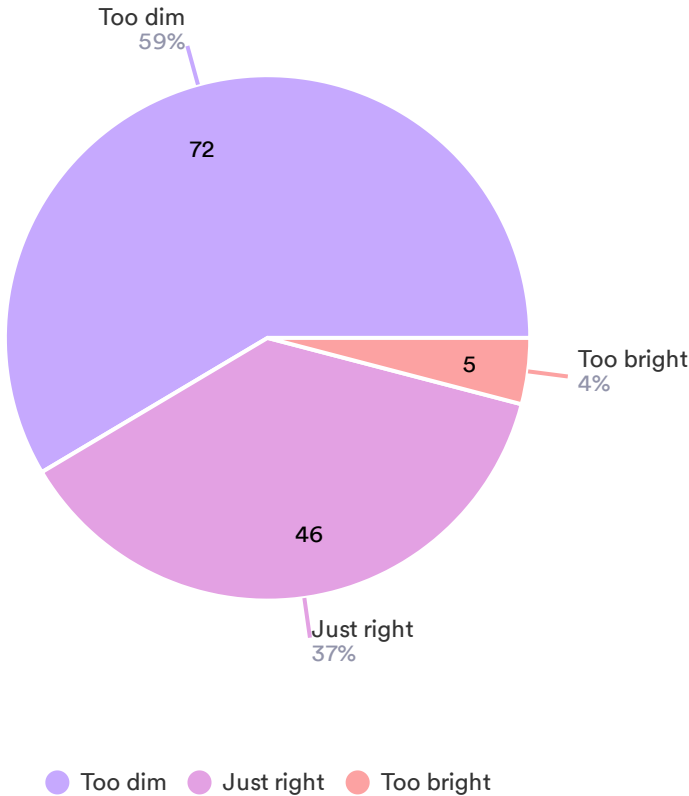
123 Responses



Data	Response	%
I use the park frequently (for exercise, relaxation, dog walking, etc.)	68	55%
I live near the park	33	27%
I occasionally visit the park.	22	18%

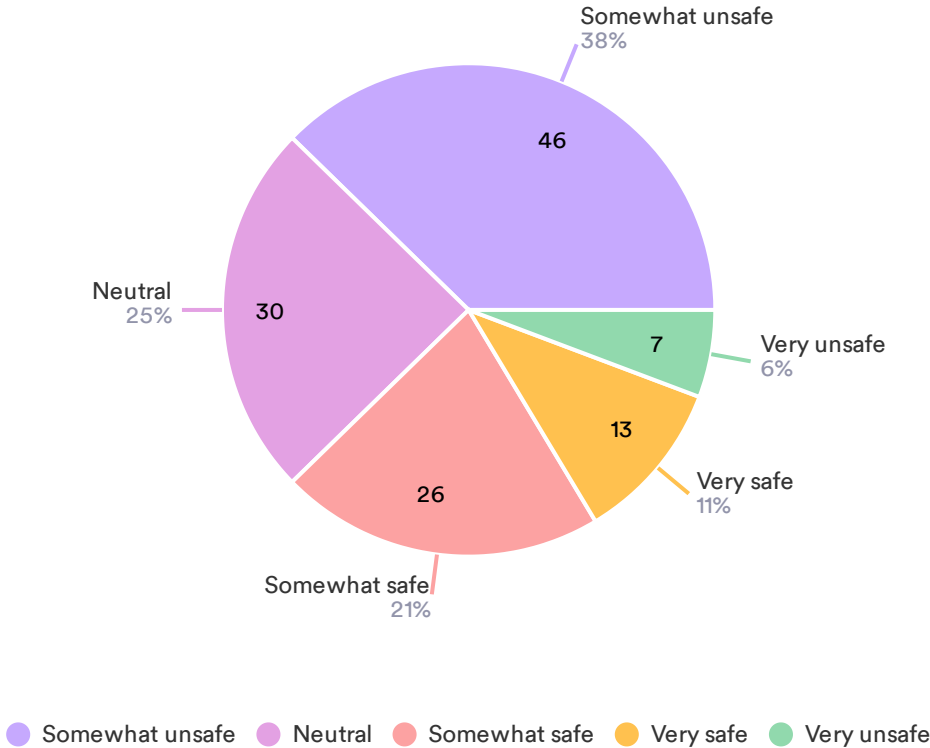
How would you rate the current lighting in the park?

123 Responses- 1 Empty



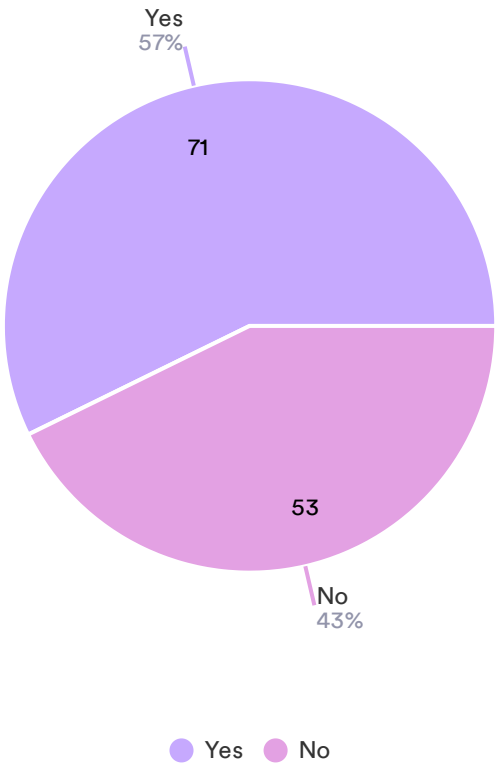
Since the park lights were dimmed, how safe do you feel in or around the park after dark?

122 Responses- 2 Empty



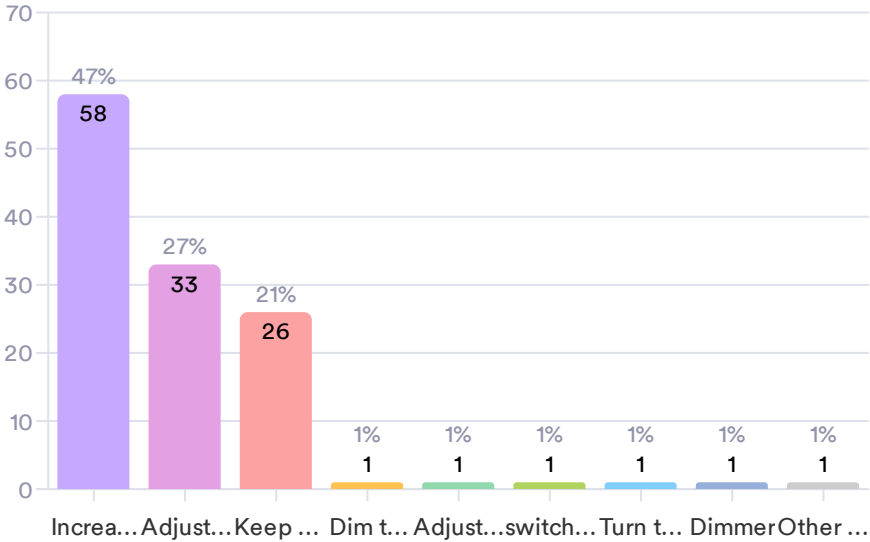
Have you or someone you know avoided the park because of concerns about lighting or safety?

124 Responses



Which of the following would you prefer regarding the park lighting?

123 Responses



- Increase the brightness of the lights to their previous levels.
- Adjust the brightness to a moderate level (in between current and previous).
- Keep the lights at their current brightness.
- Dim them further
- Adjust the lights to anticipate busy days. ie Fridays and Saturdays
- switch them off and only use them for special events. and design a scheme whihc is ...
- Turn the lights off at 10.30 or 11pm they don't need to be on all night.
- Dimmer
- Other entries

Do you have any suggestions for balancing the needs of nearby residents and park users regarding the lighting?

40 Responses- 84 Empty

Data	Responses
A demo string was set up for 5 weeks before going ahead with the project and comments invited via signs by the Melksham News. There was overwhelming support for it so please put it back as it was rather than go to the trouble and expense of another survey as a result of negative comments from one, or was it two, residents. How can this be the right basis to make decisions?	1
I think setting the lights between how bright they were when installed and how dim they are now would hopefully satisfy both local residents and park users.	1
Plant some more trees in areas of the park so that in time any light will be restricted further ? Buy any residents who moan sunglasses / curtains	1
My understanding is that complaints cover two subjects: 1) a resident who says the lights shine through her bedroom window, but is not prepared to install curtains. The idea that the lights should be dimmed to accommodate one resident who is too selfish to put up curtains in their bedroom, particularly when they have just cut down a tree which blocked their view of the park is ridiculous. 2) The impact on	1

Is there anything else you would like us to consider regarding the park lighting or safety?

40 Responses- 84 Empty

Data	Responses
No	2
Leave it as it was as the majority of park users think it's a great success. Get used to responding to tiny objections like this politely with a "we've listened to your complaint but we're going with the majority view"	1
I think the brighter lighting is better for dog walking. Most dogs like to walk around the edges of the park to explore and sniff, and those areas are still very dark especially with the dimmed lighting.	1
Maybe earlier evenings ..say until 8pm have the lights brighter ...then dim them after 8pm when less people would be out using the park...	1
I think there is some CCTV in the park but have you considered adding CCTV around the skate park as there is always various levels of anti social behaviour and drug dealing around that area.	1
Maybe see if there's a way of having better police presence patrolling particularly during times where people commute	1

A breakdown of the key findings from the **King George V Park Lighting Survey**:

1. Park Usage & Frequency

- 55% of respondents **frequently use the park** for activities like exercise and relaxation.
- 27% **live near the park**, while 18% visit occasionally.
- **81% of respondents visit the park at least once a week:**
 - 46% visit **several times a week**.
 - 35% visit **daily**.
 - Only 3% visit **rarely**.

2. Lighting & Safety Perception

- **59% feel the current lighting is too dim.**
- **38% feel somewhat unsafe** in the park after dark.
- 57% of respondents (71 people of 124 total respondents) **have avoided the park due to safety concerns.**

3. Preferred Lighting Adjustments

- **47% prefer to increase the brightness** back to previous levels.
- **27% prefer a moderate level** between the current and previous brightness.
- **21% want the lights to remain as they are.**
- Other minor suggestions included **turning off lights at specific times** or **adjusting brightness for busy days.**

4. Suggestions for Balance

- Some residents claim dimming was based on complaints from a small minority.
- Suggestions include:
 - **Setting brightness to a moderate level.**
 - **Adding trees as natural barriers** to reduce light intrusion.
 - **Ensuring safety over individual complaints.**

5. Additional Considerations

- Requests for **CCTV installation** to monitor **anti-social behaviour** near the skate park.

- Some users suggest **keeping lights brighter until 8 PM, then dimming**.
- **Stronger police presence** was also mentioned as a possible safety improvement.

Recommendations

1. Lighting Adjustments

- **Moderate the brightness:** Since 47% of respondents want the brightness increased and 27% prefer a moderate setting, it may be beneficial to adjust the lighting to a middle ground—brighter than the current dimmed state, but not as intense as before. This could meet the needs of both residents and park users.

2. Address Safety Concerns

- **Install additional CCTV**, especially in areas like the skate park, where anti-social behaviour and drug dealing have been reported. Increased surveillance could enhance safety and reassure park users.
- **Increase police presence** during high-traffic hours, such as evenings or weekends, to ensure a safer environment.

Conclusion

The survey results strongly indicate that current lighting levels are too dim, making visitors feel unsafe. To balance safety and residential concerns:

- ✓ Adjust brightness to moderate levels with smart scheduling.
- ✓ Consider CCTV or police patrols for additional safety.
- ✓ Use light shields or landscaping to minimize light intrusion into homes.

Report - Playing Pitch Strategy

The strategic need for 2 full size 3G Artificial Grass Pitches (AGPs) has been identified in the new Wiltshire Playing Pitch Strategy (PPS) adopted December 2024.

The Football Foundation are willing to align 75% match funding to the project. This initial scoping meeting will be for the MTC, MWPC, Wiltshire FA, The Football Foundation and Wiltshire Council to look at the forming of a new task group to try and bring the clubs, partners and the community together to enable the delivery of the identified need.

There has been work with MTFC over the past 2 years but this has not moved forward due to 25% match funding issues and change in lead staff so this meeting will discuss a restart of a task group with all interested parties.

Note: The PPS is not a financial package to delivery recommendations, it is a priority list of need mapped to the local Plan Review and strain on infrastructure needed by local clubs (largely training need).

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Wiltshire Towns Programme Update Report

1. Project Plan & Timeline Miriam is currently reviewing the project plan for phases one and two of the Wiltshire Towns Programme. She will provide her feedback, along with proposed thoughts and time scales for the next steps. Deputy Clerk and Miriam will work closely to ensure the plan is executed.
2. Pop-Up Garden The design process for the pop-up garden is underway, with plans being developed alongside quotes. An application to Wiltshire Council (WC) is also in progress and will be submitted for approval in due course.
3. K6 Kiosk Arrangements are being made for the collection of the K6 Kiosk. We are awaiting confirmation of specific time scales for its collection and installation.
4. Invoicing We have received authorisation to invoice Wiltshire Council for the first £50,000 of the project funding. The invoice will be processed as per the agreed terms.
5. Regular Updates Regular updates will be provided to Wiltshire Council throughout the delivery of the project. The projects are being delivered with a flexible, fluid approach, and as such, adjustments may be made as needed to ensure successful completion.

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**Notes of SHURNHOLD FIELDS MEETING on Tuesday 24th September 2024 at
7.00pm held at Melksham Without Parish Council Offices (First Floor),
Melksham Community Campus, Market Place, SN12 6ES**

Present: Councillor John Glover- MWPC
Councillor David Pafford- MPWC
Councillor Martin Franks- MWPC
Councillor Pat Aves- MTC
Councillor Phil Alford- MTC

Alexandra Crawford, Purcell Solutions

Officers: Teresa Strange- MWPC Clerk
Marianne Rossi- MWPC Finance & Amenities Officer
Andrew Meacham- MTC Committee Clerk

As some background information, Wiltshire Council have been successful in being awarded grant funding from the Environment Agency to put in flood prevention measures at Shurnhold Fields for dwellings of Dunch Lane. Teresa explained that Alexandra was employed by Wiltshire Council to project manage this project. The Shurnhold Fields Working Party, which represents both the town and parish councils, has had difficulty getting permission from the Environment Agency for the car park and entrance improvement project due to the car park site being within 8 meters of a watercourse in an area of known flooding. Due to Wiltshire Council being successful on this application, the car park and entrance improvement project can become part of Wiltshire Council's wider scheme, which has been agreed by all parties as the most suitable way forward. It was noted that there will be some material from the proposed car park works, which Wiltshire Council could usefully use to build the flood bund.

Teresa explained that this meeting was arranged to discuss the arrangements with Wiltshire Council on this project, e.g., do the council use their own contractors or Wiltshire Council's, for example. Alexandra had briefed both councils back in February on the work that was going to be undertaken for residents of the town. One of the outstanding actions from that meeting was to hold a community engagement meeting of the residents of Dunch Lane, which had been pencilled in for the 9th October.

Alexandra presented her presentation to the meeting; it was noted that the flood defence element was shown to members who attended the meeting in February. Some flood modelling images were presented showing current flooding projections and future flooding in this area if no bund was built. It was noted that the proposed flood bund was only going to be built on the land owned by the town and parish councils, and as such, it will not cover the whole length of the properties on Dunch Lane. It was explained that even though this was the case due to the way the water flows across the land, the proposed bund will serve as a deflection plate to those properties, which will reduce the water level even though the bund will not be built adjacent to them.

Alexandra explained that where the flood bund was going to remove flooding, it would push water to the other side of the bund. Normally, to offset this, some additional flood storage is required so that the problem does not get pushed further downstream; however, she did not feel that this was required. This was due to the flood modelling showing there being very minimal change. She had explained this in the environmental permit and is waiting for this to be reviewed by the Environment Agency. If the Environment Agency does require flood storage, this has been pre-thought out, with Alexandra showing the meeting a modelling image of areas that can be shallow scraped to give back to the flood plain if needed. She reiterated that she didn't feel that it was needed, but the plan was there in case it was. It was noted that there were advantages to doing the scrapes as it was an opportunity to create a bit of biodiversity.

Alexandra presented the designs for both the bund and car park projects. It was noted that the bund slightly fattens as it moves to the right due to the ground level dropping and the need to maintain a steady level. It is designed to be close to the back boundary of the properties, as the environment permit is more likely to be granted. It was explained that the further the bund goes into the floodplain, the more land is being taken, which needs to be given back to the floodplain, and as a result, it would be much harder for the required permit to be granted. It was noted that residents would be able to use their back gates; however, they may need to reposition their gates so that they open inwards. It was noted that the bund is not proposed to be very high, and at its highest, it would be 0.69 m. It is not recommended to plant any trees on the bund; however, it was an opportunity for some wildflowers.

Alexandra showed an estimation of the volumes of materials that will come from the car park construction and the amount of material estimated to be required for the bund. It was noted that the estimated material available was 203m³ and the estimated fill required to fill the bund was 166m³. On the estimated balance, there is enough material from the car park for the bund with a little leftover material. Alexandra stressed that the volumes were only an estimation and until the works started on site the exact volumes would not be known; however, scrapes could be undertaken if more material was required. Alexandra advised that the contractor would need to have a waste license to take the surplus material away to dispose of appropriately.

Alexandra explained that Danny Everett (Principal Drainage Engineer at Wiltshire Council) was in consultation with Wiltshire Council contractors to undertake the whole project. It was noted that experienced contractors needed to undertake the project due to the waste licenses involved. Teresa queried what the contractual arrangement would be for this project with the two councils, and it was confirmed that Wiltshire Council would completely manage the whole project. Alexandra explained that the contractors will be asked to build the design as agreed by the two councils. It was confirmed that Wiltshire Council was aware that both councils had a budget in place for the project. Discussions took place around how much was in the budget for both councils, and it was confirmed that there was £30,000 available for the project. If anything, else is required, Wiltshire Council should come back to both councils as soon as possible. Alexandra advised that Wiltshire Council will work closely with both councils on the project.

Alexandra showed the sketch of the car park, which has been built up from the design created by David Sharp, the architect, for the project to add more detail for construction purposes. As per the original concept, the entrance has moved to provide better access into Shurnhold Fields. The surfacing for the car park will be concrete matting. Alexandra advised that originally there was going to be a bund installed around the car park to stop people from parking on the field; however, due to flood storage requirements, this has been changed to timber bollards instead.

Teresa explained that in terms of the shed, the Friends of Shurnhold Fields had purchased a mower, so the shed would need to be a suitable size to store this. It was noted that the shed could be installed under 'permitted development' as a local authority as long as it's not exceeding 4 metres in height or 200 cubic metres in capacity; anything over this size would need planning permission.

Councillor Glover raised a concern about the proposal to put softwood edging around the new footpath, as the parish council has had the experience of this failing and causing trip hazards inside of some play areas in the parish. Alexandra advised that this was the most cost-effective option; however, it could be changed if this was desired, but it may increase the project cost. Discussions also took place around the bollards; however, it was agreed to stay with timber bollards for now.

Alexandra advised that the start date was originally due to be October; however, the project was still waiting for the Environment Agency to approve the necessary permits. This therefore means that there is currently no start date for this project, and this will not be known until the Environment Agency comes back. It was confirmed that during the duration of the works, Shurnhold Fields would need to be closed to the public due to health and safety legislation. It was currently unknown how long the field would be closed for; however, Alexandra confirmed that this was something that would need to be discussed with the contractor.

It was agreed that the residents who should be invited to a community meeting for the project are the residents of Dunch Lane who are directly impacted by the project as well as the Friends of Shurnhold Fields. As there was no start date for the project to start, it was felt that this community meeting should be put on hold until a date was known. It was noted that this meeting was for the town council to arrange, as it was the town residents who were affected.

Teresa explained that when Wessex Water put mains drainage in Beanacre, they asked the parish council for some ideas on areas where they could undertake some biodiversity offset. They agreed that they could create a wildflower meadow at Shurnhold Fields. It was confirmed that due to health and safety of the site they would be unable to come in and undertake this task during the project works; however, it was suggested that in the instance where scrapes need to be undertaken, they could provide the seed. It was suggested that Wessex Water could put the water supply in prior to the project starting and could leave the pipe with a sealed end that could be picked up by the contractor.

Teresa explained that while both councils were together, a resident had asked whether a memorial bench could be installed at Shurnhold Fields in memory of her

late husband, who regularly walked around the field. Members reviewed the location suggested and agreed. It was noted that, as per the parish council's policy, the resident will pay for the bench and the installation, but it will then become a council asset. Once the bench enters the end of its life, it will not be replaced. It was agreed that Melksham Town Council would share their policy to ensure that both councils policies aligned with each other.

It was discussed whether there needed to be a joint management plan for the field. Councillor Glover advised that he had created a first draft of one a few years ago and was waiting for this to be looked at by the town council. The other thing that needed to be considered is a delegated spend for this committee to be agreed by both councils rather than it having to go back to both councils. It was noted that for the maintenance of the field, the spend can come out of the S106 maintenance fund. It was noted that some years ago the parish council had agreed to this; however, the town council did not. It was agreed that the draft plan for the fields would be sent across to the town council again for them to review. It was noted that the bin emptying schedule for the field needed to be reviewed as they were currently being emptied three times per week. It was noted that the parish council only emptied their bins at the Bowerhill Sports Field once per week and in their play areas only once a fortnight, but weekly during any school holiday periods.

Andrew clarified that both Councillors Aves and Alford had not been elected on the Shurnhold Fields Working Party as there had been a motion at their Annual Town Council meeting to not hold working parties. The reason these councillors were invited to this meeting this evening was because they were ward members for this area where this project was to take place. It was agreed that the town council would put this matter on their next Full Council agenda for this matter to be resolved.

Outcome:

1. It is agreed that Wiltshire Council contractors should be engaged to undertake the construction of the car park and entrance project as they are managing the whole project.
2. Both councils jointly have £30,000 (£12,500 each) available for the project; anything above the project budget, Wiltshire Council will need to come back to both councils as soon as possible. NB: The parish council are holding the £5k Area Board grant in an earmarked reserve for the project.
3. The community meeting to be arranged once a start date was known for the project. Only residents of Dunch Lane, who will be directly impacted by the project, as well as the Friends of Shurnhold Fields, should be invited to the meeting.
4. It was agreed for a memorial bench to be installed at the location indicated at this meeting in memory of a resident who used the field on a regular basis. Melksham Town Council to share their memorial bench policy with the parish council to ensure that both policies aligned with each other.
5. The draft management plan for the field put together by Councillor Glover to be sent across to Melksham Town Council so it can be reviewed by them.
6. Wessex Water to be asked to provide wildflower seed as well as being asked to install the water supply as a biodiversity offset for the main drainage scheme at Beanacre.

Extract from MWPC Full Council minutes 27th Jan- RE Shurnhold Fields

Update on Shurnhold Fields project and any actions/update following AGM of the “Friends” volunteer group on 22nd January:

Councillor Franks explained that he attended the Friends of Shurnhold Fields AGM meeting, and the group advised that they wanted the shed located in a different place than planned and no longer wished to have a car park. He explained that the ‘Friends’ are concerned about the responsibility of having to open and close gates and having to manoeuvre the ride-on mower out of the shed and into the proposed car park where members of the public will be. The Clerk explained that the ‘Friends’ obtained a grant for the ride-on mower prior to the purchase of the tool safe storage shed, which was to come from the maintenance contribution for the field. As a result, there is currently an issue with storing this mower. The Clerk explained that the shed that was due to be purchased was the exact copy of the one that was located inside of the Briansfield allotment car park and what Wiltshire Council replaced the cricket club shed with to safely store items. It is specifically designed to be installed inside of remote locations due to the safety measures this shed has. The ‘Friends’ have now asked that two much cheaper shipping containers be purchased to store items. It was explained that there are all kinds of security issues with this, namely because it would be easy for someone to bolt crop the lock and break into the container, whereas the Site Safe sheds possess a high-security locking mechanism to make it much safer. The ‘Friends’ have asked for the shed to be located at the end of the field out of sight so that they can access it out onto the field. The Clerk advised that it was always the intention to improve the entrance and have a car park at Shurnhold Fields for all residents to use.

The Clerk reported that the Environment Agency has now granted the necessary permits required for the flood prevention scheme to go ahead. The town council was tasked with arranging a meeting with residents of Dunch Lane for the project manager and drainage engineer from Wiltshire Council to talk through the measures, which is scheduled for Monday 10th March at the town hall from 6pm to 6.30pm.

The Clerk advised that the ‘Friends of Shurnhold Fields’ was not a decision-making body, and any decisions needed to be made by both the parish and town councils, but the intended works were due to move forward shortly. In summary, the concerns of the ‘Friends’ were as follows:

- Lots of people attending the fields because they will now be able to park. They feel that it is fine for people who live in the vicinity and were able to walk, but because it would become more well-known, people would still park on Dunch Lane because the car park would overflow.
- There are concerned about opening and closing the gate in the morning and at night, so they are now not offering to do this. This is despite them previously agreeing to do this.

Members discussed the fact that Shurnhold Fields was owned and run by both the town and parish councils, so any decisions that are to be made are by these two bodies, not the 'Friends.' The 'Friends' are a volunteer group who wished to help with the ongoing maintenance of the field and bring ideas back for the councils to consider improving the area for all to use. It was noted that the status of the land was currently a playing field as the developers were tasked to change the status to public open space, which was not done. It had previously been looked at the difference between a playing field and public open space, and there was not much difference between the two. In addition, in the emerging Melksham Neighbourhood Plan 2, this space has been designated as a local green space, which was not objected to in the consultations. Councillor Richardson highlighted that the Environment Agency work on the flood issue, the car park, and the shed were all interconnected. Additionally, the material from the construction of the car park was to be used to create the flood bund. It was considered that this work had already been agreed upon, and it was now too far into the process to change any of the elements, as everything was interlinked with each other.

Members discussed the implications of the 'Friends' not opening and closing the car park. After a discussion, it was agreed that this car park does not need to have a gate.

Resolved 1: The works scheduled at Shurnhold Fields to proceed as planned and liaise with Melksham Town Council on this matter.

Resolved 2: If the offer to open and close the car park gate each day has been withdrawn, no gate should be installed at the entrance.

		EVERY PROJECT EVER	Last Updated: 12/09/2024																	
NO.	PRIORITY	PROJECT/WORK AREA/EVENT	STATUS	UPDATE	SUGGESTED NEXT ACTION	DATE OF LAST ACTION	DATE UPDATED	COMMITTEE	STRATEGY AREA	STAFF RESOURCES	OFFICER HOURS	OTHER RESOURCES (not an exhaustive list)	ESTIMATED COST	BUDGET CODE- EXPENDITURE	BUDGET NOTES	LEAD OFFICER/S	LEAD CLLR/S	PARTNER/S	TIMESCALE	
2	HIGH	Allotment Audit and Management	Next Steps Required	Audit last brought to AM&A 04/12/2023. UNANIMOUSLY RESOLVED for the Head of Operations to investigate the legal position and costs implication of removing buildings from the plots at Addison Road that have been subject to a land grab. UNANIMOUSLY RESOLVED to cut a hole in the hedge at Southbrook Road Allotments to allow access to Plots 12-15.	HD to check with Dave and Mel to bring audit back to Council.	9/11/2024	9/12/2024	Asset Management & Amenities	Environment	Finance Officer; Amenities Team Manager; Amenities Team		Amenities Tools		203 4200/4201 "Allotments"	4200- Water Rates 4201- Maintenance Page 7	MR/HD	AW	Residents	On AM&A agenda 12/08/2024.	
3	HIGH	Allotments- Water Troughs	Next Steps Required	Audit last brought to AM&A 04/12/2023 where it was UNANIMOUSLY RESOLVED to delegate the question of location of troughs to the Head of Operations, to be brought back to the committee if additional funding is required. Brought back to AM&A 12/08/2024 for Cllrs to decide location of 2 troughs.	UNANIMOUSLY RESOLVED to request a further report from officers detailing for each allotment area • Is there a current piped water supply • Do we have access to that piped supply and are we utilising it • If not, what other provisions could be made to fill troughs • The cost implications of all the above (water rates etc) for consideration at next AM&A 14/10/2024.	8/12/2024	8/19/2024	Asset Management & Amenities	Environment	Finance Officer; Amenities Team Manager; Amenities Team		Amenities Tools		203 4200/4201 "Allotments"	4200- Water Rates 4201- Maintenance Page 7	HD/MR/DE	AW		To come back to AM&A 14/10/2024.	
6	HIGH	Assembly Hall Refurbishment	Next Steps Required	As of Head Ops report to AM&A 04/12/2023, roof repairs almost complete, in progress. See also Blue Pool Acquisition.	An Extraordinary Full Council meeting to be set to discuss next steps.	8/5/2024	8/8/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; AH Team; Amenities Team Manager; Amenities Team; Locum; Cllrs		Lots		501 "Assembly Hall Central Costs" Various	Page 22	HD	GE	Friends of Assembly Hall; Wiltshire Council	Extra FC to be arranged	
9	HIGH	Awdry Avenue Play Area	In Progress	Officers given permission to work with Community Conversations (who are the lead on this project) on options for the Play Area- subject to funding from WC.	Awaiting funding from WC to Forest Community Conversations. Head of Ops supplied quotes to Bridle, awaiting feedback and 1 more quote from suppliers/installers. Amenities Team Manager meeting with Greenspan 16/08/2024.	7/26/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Amenities Team; Cllrs; Locum		Play equipment TBC when works confirmed		220 "Play Areas and Open Spaces" Various	If WC funding approved, the 55K set aside for Awdry Ave will be put back in to other MTC play areas. Page 16	DE	AW/JO/TP	Bridle Hanraads, Melksham Forest Community Conversations	DTC Grant application submitted and successful. Contractor to start Jan 2025	
11	HIGH	Blue Pool Acquisition	Next Steps Required	At Full Council 22/01/2024, the report on responses from architects was received. See also Assembly Hall Refurbishment	An Extraordinary Full Council/Working Group meeting to be set to discuss next steps.	8/19/2024	8/22/2024	Asset Management & Amenities	Parks & Recreation	Locum; Cllrs; Head of Ops		Lots	£6million?	TBA	NO CODE YET	HD	GE/Palf	Wiltshire Council	Extra FC to be arranged	
12	HIGH	BMX Pump Track	Next Steps Required	Support the principle of installing a BMX Pump Track at a suitable location in the Town to be determined from guidance offered by JB Extreme Landscapes. Now part of Play Area Strategy.	Head of Ops to report back to Council with a fully costed proposal for the project to be placed for tender.	7/26/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Amenities Team; Cllrs		Equipment TBC when works confirmed		TBA	NO CODE YET	HD	JH			
13	HIGH	Bowmans Court Lighting	Next Steps Required	Clerk delegated authority to purchase low level solar lighting up to £8,000. Note: previous estimates may be out of date now.	JO to talk to residents in Bowman's Court and obtain permission from WC ensuring resident's privacy is not invaded, and bring back to council.	5/13/2024	8/6/2024	Asset Management & Amenities	Environment	Cllrs; Head of Ops; Amenities Team Manager; Amenities Team		Equipment TBC when works confirmed		405 4500 "Solar Money Projects"	To be taken from Solar Farm Funding. Page 21	HD	JO	Wiltshire Council		
17	HIGH	Church Street Toilets Transfer	Next Steps Required	Interest from Melksham Pet Food Bank to use for storage voiced at Full Council 29/04/2024. Wendy Isaacs from Pet Food Bank emailed 31/07/2024 for update- advised no further progress but in hand.	UNANIMOUSLY RESOLVED for officers to explore an asset transfer and produce a report for full council on the potential cost/benefits and risks. Head of Ops needs capacity to action.	8/1/2024	8/6/2024	Asset Management & Amenities	Environment	Head of Ops; Amenities Team Manager		Equipment TBC when works confirmed		TBA		HD	PAII/JH	Wiltshire Council		

30	HIGH	Green Flag Status for KGV	Next Steps Required	AW brought proposal to Full Council 28/05/2024. UNANIMOUSLY RESOLVED To obtain Green Flag status for King George V Playing Field (commonly called the Park); The Melksham Town Council Strategy Task and Finish group to consider the formation of a sub committee to include councillors, officers and all users of the park to help the Amenities Team plan, manage and maintain this area for people in Melksham and visitors to our area; Task & Finish group to bring an action plan to full council on 29th July 2024. Membership to be open to all councillors and the locum clerk to set dates for a couple of meetings.	Task & Finish group met 25/07/2024 (DE, JH, RBC, AW). Now to bring action plan to Full Council.	7/25/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Cllrs; Amenities Team; Locum; Comms Officer; Events & CommDev Officer;		Equipment TBC when works confirmed		TBA		DE	AW/JH/PAV	Keep Britain Tidy	Task & Finish group to bring an action plan to Full Council. Should be in a position to apply in roughly 1 year.
33	HIGH	Joint Cemetery Strategy	Next Steps Required	Proposal brought to Full Council April 2024 by PAIf re: need to consider current capacity and future options. Suggested that Task & Finish Group to be set up with MWPC to consider strategy in more detail and advise next steps.	Cllrs to consider if this is better placed with WC.	4/29/2024	8/6/2024	Asset Management & Amenities	Environment	Cllrs; Head of Ops; Amenities Team Manager; Locum				TBA		TP	PAIf	MWPC/WC	
37	HIGH	KGV Eco Loos Conversion	Next Steps Required	Complaints from public re: no water for handwashing. AM&A 12/08/2024 UNANIMOUSLY RESOLVED for eco loos to be converted to plumbed in flush toilets with running water, preferably hot; Baby changing units to be installed in each toilet; The Clerk to ascertain whether planning permission is required; The Clerk to investigate the possibility of claiming back from Healthmatic; Signage to be put on the closed Eco Loos directing people to alternative facilities; The Clerk was delegated to spend up to £15,000 on the project, to be paid from 9244 Major Projects Ear-marked Reserve, subject to approval at full council.	Full Council 19/08/2024 UNANIMOUSLY RESOLVED to approve the resolution and the allocation of £15,000 funding from 9244 Major Projects Ear-Marked Reserve.	8/19/2024	8/28/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Amenities Team		TBC	£15,000	9244 Major Projects Earmarked Reserve	Page 25	HD	JH	Healthmatic/Rigg	
40	HIGH	KGV Masterplan	Next Steps Required	NVB Proposal completed in March 2019. Individual items in the Masterplan being considered separately.	See KGV Sensory Garden and Dog Bark.	7/26/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Amenities Team		Lots- Equipment TBC when works confirmed		221 Various "KGV Park/ Splashpad"	Page 17	HD	AW	NVB?	
41	HIGH	KGV Sensory Garden	Next Steps Required	Expressions of Interest invited in Year One for an initial concept design including examples of what could be added, with the possibility of a contract in Year Two for such additional works. Discussed at AM&A 10/06/2024. UNANIMOUSLY RESOLVED to set up a Sensory Garden Task and Finish Group. It was agreed to put membership out to all councillors and to open meetings to the public. To consider Wild Landscapes 2019 proposal in more detail and advise next steps.	Full Council 19/08/2024 UNANIMOUSLY RESOLVED to delegate authority to the Clerk to consult with Richard Baulch-Collett, choose a quote and move the project forward. £25,000 is allocated to complete groundwork and then landscape in-house. Start work on levelling area before nesting season resumes. Board to be put up also to let public know what is happening.	8/19/2024	9/6/2024	Asset Management & Amenities	Parks & Recreation	Locum; Amenities Team Manager; Horticultural Lead		Lots- Equipment TBC when works confirmed	£25,000	221 Various "KGV Park/ Splashpad"	Year One budget of up to £25,000, as previously agreed by Council. Page 17	TP	JH	Wild Landscapes	Start work on levelling area before nesting season resumes
42	HIGH	KGV Signage	In Progress	At AM&A 10/06/2024 a member of the public asked for more signage in KGV about keeping dogs on leads. Discussed at AM&A 12/08/2024 where Comms Officer was asked to create signage- however Head of Ops was already in process of sourcing signage including byelaws.	Head of Ops/Receptionist awaiting quotes on various sizes for approval. UNANIMOUSLY RESOLVED to delegate authority to the Clerk to spend up to £1,000 from budget code 4163 on additional signage.	8/13/2024	9/12/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Receptionist		Signage?	£1,000	202 4163 "Asset & Amenities - Repairs & Maintenance"	Page 6	HD	AW		
61	HIGH	Play Area Signage	Next Steps Required	Including dogs on leads	Head of Ops/Amenities Team Manager sourcing effective signage	8/19/2024	8/22/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Amenities Team		Signage tbc		220 "Play Areas and Open Spaces" Various	Page 16	HD	JH		
62	HIGH	Play Area Strategy	Next Steps Required	Gary Johnson from Municipal Maverick presented to Full Council 22/07/2024. It was generally felt that it was a good system but not suitable for a town of Melksham's size.	The Clerk noted that some smaller councils similar to Melksham were using the system and suggested she obtain some feedback and the matter be referred back to Asset Management & Amenities.	7/22/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Locum; Amenities Team Manager; Amenities Team		TBC		220 "Play Areas and Open Spaces" Various	Page 16	HD	JH	Municipal Maverick/Play England/ Passport 365	Bring back to future AM&A

67	HIGH	Recruitment of Assembly Hall Staff	In Progress	Head of Ops recruiting new Duty Manager.	Recruitment of 30hr pw Duty Manager in progress. Interviews being held 11th and 20th Sept.	7/31/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Head of Operations; AH Team; Locum; HR Officer		Advertising		501 4000 "Salaries ENI & Pension" OR 501/4005 if Temp	Page 22	HD	GE		Interviews being held 11th and 20th Sept.
75	HIGH	Rivermead School Parking	Next Steps Required	Teachers using parking spaces behind Pavilion during term time has knock on effect on Café and park users.	Locum to apply for change of status with Fields in Trust. See also KGV Maintenance Building.	7/26/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Locum				204 "Pavilion and Car Park" Various	Page 8	TP	GE	River Mead; Fields in Trust	DTC meeting on the 16th January with RM Headteacher
80	HIGH	Skate Park Signage	In Progress	As of Head Ops report to AM&A 04/12/2023, play area signage being chased. Sue Mortimer raised question of signage at Skate Park at Full Council 22/07/2024 following an injury.	Amenities Team Manager sourcing suitable safety signage.	7/26/2024	8/6/2024	Asset Management & Amenities	Parks & Recreation	Amenities Team Manager		Signs tbc		TBA		DE	AW		
85	HIGH	Splash Pad Resurfacing	In Progress	Delayed due to delivery of materials being held back at Customs in May 2024.	Resurfacing happening w/c 23/09/2024. PR ready. Do we need metal signage re: these works? Comms Officer made draft just in case.	9/12/2024	9/12/2024	Asset Management & Amenities	Parks & Recreation	Amenities Team Manager; Amenities Team; Casuals; Head of Ops; Comms Officer		Lots- Equipment TBC when works confirmed		221 4106 "KGV Park/ Splashpad- Repairs and Maintenance"	Page 17	DE	GE	Evie's Kitchen (Craig); Suppliers tbc	Resurfacing happening w/c 23/09/2024.
86	HIGH	Splash Pad Signage	In Progress	Examples created by Comms Officer in June for Head of Ops to send to signmaking people. Discussed at AM&A 12/08/2024 and Comms Officer printed and laminated posters again to keep at Pad for when needed.	Head of Ops/Amenities Team Manager sourcing effective signage inc. no photography. Comms Officer sent all in-house signage we currently have for info.	9/12/2024	9/12/2024	Asset Management & Amenities	Parks & Recreation	Head of Ops; Amenities Team Manager; Amenities Team		Signage tbc		221 4106 "KGV Park/ Splashpad- Repairs and Maintenance"	Page 17	HD/DE	GE	Evie's Kitchen (Craig); Suppliers tbc	
88	HIGH	Street Trees	Next Steps Required	Approval granted to plant 20 additional street trees and SS Carpentry to make containers from recycled wood. See also Wiltshire Towns Programme Funding.	HD, RBC, AW, JH meeting 29/07/2024 Rebecca from WC to discuss using Wiltshire Towns Programme Funding for buying these trees and maybe more plants for the Town Centre	7/29/2024	8/6/2024	Asset Management & Amenities	Environment	Head of Ops; Horticultural Lead; Cllrs		Trees; Containers; Tools		TBA	Wiltshire Towns Programme Funding?	HD	AW/JH	SS Carpentry/WC	Planting to start Autumn/Winter 2024.
94	HIGH	Town Hall Clock	In Progress	Clock mechanism unserviceable.	Sourcing suitable replacement.	9/11/2024	9/12/2024	Asset Management & Amenities	Growth & Heritage	Amenities Team Manager; Head of Ops; Amenities Team		Tbc- when works planned		TBA		HD	GE		

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