



2026

## MELKSHAM TOWN COUNCIL



# Amenities & Facilities Agenda

Monday 9<sup>th</sup> February 2026



Town Hall,  
Market Place,  
Melksham,  
Wiltshire  
SN12 6ES

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# MELKSHAM TOWN COUNCIL

Town Hall,  
Market Place,  
Melksham,  
Wiltshire  
SN12 6ES

CEO Miss Hayley Bell, Assoc CIPD, CertHE, FSLCC

01225 704187

[towncouncil@melksham-tc.gov.uk](mailto:towncouncil@melksham-tc.gov.uk)

3<sup>rd</sup> February 2026

Dear Councillors A Westbrook, J Oatley, P Aves, J Crossley, A Griffin, J Westbrook and A Whitlock

You are summoned in accordance with the Local Government Act (LGA) 1972, Sch 12, paras 10 (2)(b) to a meeting of Amenities & Facilities Committee of Melksham Town Council for the transaction of the business shown on the agenda below.

Monday 9<sup>th</sup> February **2026**, to be held at 19.00 in the Council Chamber, Melksham Town Hall, Market Place, Melksham, SN12 7ES.

The quorum for Amenities & Facilities is 4.

## **Public Participation.**

Members of the public and the press may attend this meeting in person or join the meeting on teams via the following link <https://tinyurl.com/bdfy8xvu> . Public participation will take place near the start of the meeting.

Each speaker is limited to three minutes, with a total public session of 20 minutes. Members of the public are requested to send their question to [CEO@melksham-tc.gov.uk](mailto:CEO@melksham-tc.gov.uk) by noon on the working day before the meeting. You should still attend the meeting, in person or online, to ask your question.

No decisions will be made on matters not already on the agenda. The Council may ask the public and press to leave if confidential matters need to be discussed.

## **The Seven Principles of Public Life.**

All members are reminded of their duty under the code of conduct to uphold the Seven Principles of Public Life: selflessness, integrity, objectivity, accountability, openness, honesty, and leadership.

Yours sincerely,

Miss Hayley Bell – CEO

## **Amenities & Facilities Committee Terms of Reference.**

The Amenities & Facilities Committee is responsible for matters relating to all assets owned and/or managed by the Town Council. This includes the town hall, assembly hall and other property owned by the town council, parks and play areas, grounds maintenance, street furniture, public toilets, and all council land/allotments.

**1. Membership: Seven elected Members.**

- 1.1 Invited officers relevant to the management of assets, who will have no voting rights.
- 1.2 No business may be transacted at a meeting unless at least 50% of the whole number of members of the committee, rounded up, are present.
- 1.3 Substitution of members- substitutes should be nominated by the member of the committee planning to be absent and notified to the Proper Officer in writing by 15.00 on the day of the meeting.

**2. Delegated Business: The Committee has the following delegated powers:**

- 2.1 To consider and resolve issues relating to the administration and maintenance of the Town Hall, Assembly Hall and all other properties owned by the Town Council, all public owned spaces, play areas, allotments, and the closed churchyard.
- 2.2 To maintain existing bus shelters, street furniture, and CCTV equipment and consider provision of new items where necessary within approved budgets.
- 2.3 To consider the process of redeveloping the Assembly Hall.
- 2.4 To conclude the outstanding works at the King George V Playing Fields and provide updates.
- 2.5 Review all budget lines and monthly accounts for all assets listed, managing relevant budget lines allocated and provide update reports.
- 2.6 To approve expenditure within budget and to refer any requests for expenditure over budget to Full Council.
- 2.7 Have oversight of the asset register and ensure it is regularly updated by the RFO.
- 2.8 Have oversight of the fabric of the buildings and the use of the building and the business case for said use.
- 2.9 To implement any works recommended in the Buildings Condition Surveys Reports.
- 2.10 Setting of fees, terms and conditions of use, and provision of equipment for areas under its control.
- 2.11 Liaison with community organisations which have an interest in recreational facilities in the town.



- 2.12 Vehicles and equipment within the area of its responsibilities and not under the control of any other committee.
- 3. Referred Business:** To consider and make recommendations to the Town Council on the following matters:
- 3.1 Budget estimates, to be prepared no later than October each year and submitted to the RFO.
  - 3.2 Any other matters referred to the Committee by Full Council.
  - 3.3 Any other matters referred to the Committee by Council Working Groups for whom the Committee is the parent Committee.



# AGENDA

## Amenities & Facilities

- |   |                      |
|---|----------------------|
| <b>1. Apologies.</b>  | <b>19.00 – 19.01</b> |
| To receive and consider acceptance for apologies and absences<br><br>(Local Government Act, 1972 s.85)  |                      |
| <b>2. Declaration of interests.</b>   | <b>19.01 – 19.02</b> |
| To declare an interest relating to the business of the meeting.<br><br>(Melksham Town Council Code of Conduct)  |                      |
| <b>3. Minutes</b>   | <b>19.02 – 19.05</b> |
| To approve the minutes of the previous meeting, 17 <sup>th</sup> November 2025<br><br>(Local Government Act 1972, s. 12)  |                      |
| <b>4. Public participation</b>  | <b>19.05 – 19.25</b> |
| To allow public participation, 3 minutes per person, 20 minutes allocation.<br><br>(Local Government Act 1972, s. 12)   |                      |
| <b>5. Melksham Town Council Play Parks – Strategic Overview and Future Plans</b>  |                      |
| For discussion and decision   |                      |
| <b>6. Motion on Speedwell Close Play Area</b>   | <b>19.25 – 19.35</b> |
| For decision.   |                      |
| <b>7. Memorial Bench &amp; Tree Policy</b>  | <b>19.35 – 19.45</b> |
| To approve amendment to the policy<br><br>To set a cost for purchase and installation of a new memorial bench<br><br>To set a cost for sponsorship of an existing bench |                      |
| <b>8. Splashpad</b>   | <b>19.45 – 20.00</b> |
| For decision on work to the Splashpad (Quotes included)<br><br>To note public consultation and Birthday Party hire.   |                      |



|  |                      |
|--|----------------------|
| <b>9. Public Toilets</b>                                   | <b>20.00 – 20.10</b> |
| For decision on opening times                              |                      |
| <b>10. Wiltshire Town Programme</b>                        | <b>20.10 – 20.30</b> |
| <b>10.1 Update</b>   |                      |
| To note  |                      |
| <b>10.2 Melksham Market Place</b>                          |                      |
| For decision on installation of festoon lighting           |                      |
| <b>10.3. Riverside Walk Festoon Lighting</b>               |                      |
| For decision on installation of festoon lighting           |                      |
| <b>11. Assembly Hall Report</b>                            | <b>20.30 – 20.45</b> |
| To note the report and for decision on recommended actions |                      |
| <b>12. Other Items to note</b>                             | <b>20.45 – 21.00</b> |
| Letters to Heaven  |                      |
| Tree Report  |                      |
| KGV Banners  |                      |
| KGV Masterplan   |                      |
| 31A Market Place and Property Maintenance Update           |                      |
| Community Toilet Report                                    |                      |
| Pop-Up Garden  |                      |
| Melksham Town Bridge                                       |                      |



**Melksham Town Council**

**Minutes of the Amenities & Facilities Committee**

**On Monday 17<sup>th</sup> November 2025**

PRESENT: Councillor A Westbrook Chair  
Councillor J Oatley Vice-Chair  
Councillor P Aves  
Councillor J Crossley  
Councillor A Griffin  
Councillor J Westbrook

IN ATTENDANCE Councillor S Rabey  
Councillor M Drewett

OFFICERS Hayley Bell CEO/Town Clerk  
Dave Elms Amenities Manager  
Andrew Meacham Committee Clerk

PUBLIC 1 member of the public was present, 1 member of the public and 1 member of the press were present virtually

**28/25 Apologies**

There were no apologies.

**29/25 Declaration of Interest**

There were no declarations of interest.

**30/25 Minutes**

The minutes of 15<sup>th</sup> September 2025, having been previously circulated, were approved as a correct record and signed by the Chair Councillor A Westbrook.

**31/25 Public Participation**

Public Participation 1.

Note from draft minutes of meeting Monday 15<sup>th</sup> September 2025 that the approved cost of a memorial bench is £631.77 plus VAT. Why is VAT being charged to the donor? The donor is not purchasing the bench and no sale has been made by the Town Council. The cost of the bench to the Council is a net amount, as they would reclaim the VAT. The bench remains the asset of the Town Council, for which they are responsible. Donations are outside the scope of VAT so why is it being added to the cost of the bench? In the original policy the cost was £1000, so not querying the cost but pointing out the error of charging VAT.

The CEO said that she would take advice from the RFO and would respond by email.

The chair thanked the member of the public for bringing the matter to the Council's attention.

Public Participation 2.

Q. Will any decision on council vehicles go to full council for ratification or is tonight the final decision?

A. The Chair confirmed that there were discussions at the last full council meeting but council did not want to make the final decision in confidential session. That meeting delegated full authority to make a decision to the Amenities and Facilities Committee.

Q. Have councillors had more information on the different options and ranges of vehicles available? There is no range of options in the agenda pack.

A. The chair confirmed there was a full and robust discussion at the full council meeting. Discussions were held in camera as there was information that was not public but could not be redacted.

Q. To be clear, in closed session the council were given a range of different options and types of vehicle and fuel to look at and they decided that electric was what they wanted to go with and now have one electric option?

A. The Chair asked Councillor Rabey to answer. The question of vehicles has been under discussion for quite some time and there has been a lot of work done analysing what would work best for the Amenities Team. The decision to look at electric vehicles has been taken because of cost saving and commitments made by Melksham Town Council to a Green Policy. Running anything with an internal combustion engine is not nearly as efficient or compatible with Melksham Town Council's Green Policy. This was all explained in confidential session to all councillors who were present.

The chair referred people to the minutes of the Amenities & Facilities Committee (then known as Asset Management & Amenities of August 2024)

### **32/25 Water Fountain**

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

**UNANIMOUSLY RESOLVED** to accept the £6,000 grant and approve the implementation of the refill water fountain project at King George V Park, with the understanding that the Town Council will cover future maintenance and water costs

### **33/25 KGV Masterplan**

Members discussed the proposal at length.

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

**UNANIMOUSLY RESOLVED** to instruct NVB architects to evaluate where we are and prepare the next phase of development at a cost of £3500, to be funded from the Play Area Reserve.

### **34/25 KGV Tree**

Members were concerned that the issue was not picked up in the annual survey. The Amenities Manager confirmed that the criteria for the survey can be revised next time and fresh quotes obtained. On that basis, the report was noted and accepted.

### **35/25 Splash Pad**

The Amenities Manager spoke to the item. Discussions had been held with a view to reducing the number of closures. Recommended to move from dosing with Calcium Hydrochloride to Sodium Hydrochloride, install a more efficient filter and re-write the Safety Operating Procedure which was considered by an industry expert to be over cautious.

Splash have assured that other sites with Gommy Flooring have had no further issues with lifting tiles. They have suggested they inspect and fully repair any issues at recommissioning, at no cost to Melksham Town Council. The Chair advised that she had, several times during the conversation, asked for confirmation that there would be no cost to Melksham Town Council.

Questions were asked and the report was noted.

A soft opening before opening to the public was suggested.

### **36/25 Town Hall Clock**

Councillor Oatley was not in the room for this item.

It was confirmed that this would be funded from the Wiltshire Town Program Grant.

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

**RESOLVED** to approve installation of lighting to illuminate the Melksham Town Hall clock.

### **37/25 Bus Shelters**

The CEO spoke to the item. Councillor Oatley returned to the room. Current contract provides for cleaning of glass. Bringing inhouse will allow cleaning of the full shelter. It was suggested that the bus companies could be asked for a contribution.

It was proposed by Councillor Oatley, seconded by Councillor J Westbrook and **UNANIMOUSLY RESOLVED** to bring bus shelter cleaning in house.

### **38/25 Grass Cutting**

The CEO and Amenities Manager both spoke to the item. Questions were asked about maintenance and lifespan.

It was proposed by Councillor Griffin, seconded by Councillor Oatley and

**UNANIMOUSLY RESOLVED** to

- Approve in principle the proposal to purchase a roadworthy mower for use from April 2026.
- Note that detailed costings and budget implications will be presented as part of the 2025/26 budget-setting process

### **39/25 Van Crime**

The report was noted.

### **40/25 Vehicle Leasing**

The Amenities Manager, CEO and Councillor Rabey spoke to the item.

It was agreed that electric was the appropriate option and it aligned with the Council's position on sustainability.

Councillor Drewett expressed an interest in buying the old vehicles.

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

**UNANIMOUSLY RESOLVED** that Councillor Drewett has permission to make an offer to purchase the old vehicles.

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

**UNANIMOUSLY RESOLVED** to approve the contract hire of two of the MAXUS T90 ELECTRIC 130kW Elite Double Cab Pickup 88.5kWh with added tow bars at £536.17 each per month and the EP AMP XL Electric Utility Vehicle at £420.00 per month.

### **41/25 Items to Note**

The CEO and Amenities Manager spoke to these items and answered questions from members.

The CEO encouraged residents to report graffiti to police.

The Chair pointed out, for the benefit of residents, that projects under the Wiltshire Town Program had been discussed by council and funding was provided by Wiltshire Council.

The report was noted.

Meeting closed at: 20.40

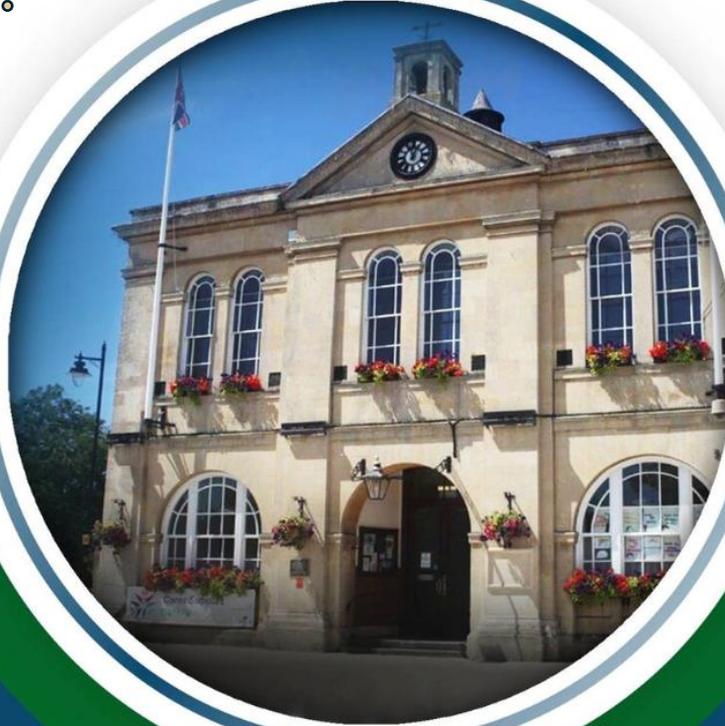
Signed ..... Dated .....

DRAFT



2026

## MELKSHAM TOWN COUNCIL



# Asset & Facilities Report

Monday 9<sup>th</sup> February 2026



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## **Item 5. Melksham Town Council Play Parks – Strategic Overview and Future Plans**

Melksham Town Council has committed, as part of its 2026–2027 precept setting, to the refurbishment of a number of the Town’s play parks. This investment reflects the Council’s ongoing commitment to providing safe, inclusive, and high-quality play facilities that meet the needs of residents now and into the future.

To support this work, Melksham Town Council is working in partnership with Melksham News to deliver a programme of community consultation focused on the Town’s play parks. This consultation will seek feedback on current usage, identify what facilities are required, and ensure that provision meets the needs of all age groups. The aim is to develop a strategic and coordinated approach to the future of play provision across the Town, rather than undertaking isolated or short-term improvements.

The play parks are currently leased from Wiltshire Council until 2028. Officers and Councillors have held initial meetings with Wiltshire Council officers to discuss future options, including the potential for extended lease arrangements or the permanent transfer of assets to the Town Council. These discussions are at an early stage and are exploratory in nature.

A community survey will be launched on Tuesday 17 February and will remain open for a period of three weeks. The survey will inform future decision-making and help ensure that any refurbishment or redevelopment proposals are evidence-based, inclusive, and aligned with community needs.

Melksham Town Council is keen to progress plans for the play parks in a timely manner, while also being mindful that the process must be completed correctly, transparently, and without duplication of work. This strategic approach will support long-term sustainability, value for money, and positive outcomes for residents.

## **Item 6 Motion on Speedwell Close Play Area**

See below



## Item 7 Memorial Bench & Tree Policy

Melksham Town Councils current policy states:

3.2 Existing Benches The council recognises that in some areas of the town that have a special significance for the donor/person being remembered, there may already be a sufficient supply of seating. In this instance, the council may be able to offer the opportunity to replace an existing bench that is coming towards needing to be replaced OR allow the donor to adopt an existing bench for the placement of a suitable plaque with the council being able to use their donation to supply a bench in another area of the town where the council feels it would benefit the community.

I suggest that we may get more dedication requests if we lower the cost for sponsoring an existing bench to ¼ of the price of a new bench, plus the cost of the plaque. This fee will go towards the future upkeep and repairs of the bench and plaque

### Recommendation

To amend 3.2 to:

The council recognises that in some areas of the town that have a special significance for the donor/person being remembered, there may already be a sufficient supply of seating. In this instance, the council may be able to offer the opportunity to replace an existing bench that is coming towards needing to be replaced, or allow the donor to adopt an existing bench for the placement of a suitable plaque for ¼ of the price of a new bench, plus the cost of a plaque.

## Item 8 Splashpad

### Works to Splashpad

Quotes have been received for essential changes to be made to the Splash Pad in order to ensure its safe and effective operation. The required works relate primarily to recommissioning and improvements to the dosing system, which is necessary to maintain correct water treatment standards and ensure compliance with operational and safety requirements.

A detailed quote has been received from The Splash, which covers the recommissioning of the Splash Pad along with additional associated works. While some elements of these



works are partially covered under existing warranties, the quote is fully itemised to clearly identify all costs.

In addition, two further quotes have been obtained for the installation of a new dosing system only, providing alternative cost options for this specific element of the works. All quoted costs are detailed in the attached documentation.

### **Recommendation**

Council to consider quotes and to instruct officers to proceed, the total costs will be allocated from the play areas budget.

### **Splash pad opening hours**

Over the past few years, the opening hours of the Splash Pad have been adjusted from 10:00–17:00 to 11:00–18:00. For the forthcoming season, it is proposed that a public consultation will be undertaken to inform any decision regarding opening times.

In addition, consideration is being given to offering the Splash Pad for private birthday party hire between 17:00 and 19:00, in partnership with Evie’s Kitchen. This would provide an additional community facility and potential income stream, subject to demand and operational feasibility.

## **Item 9 Public toilets**

Repairs to the King George V (KGV) public toilets have now been completed and the facility is fully open to the public.

At the Bath Road public toilets, one cubicle remains open while repairs to the door of the second cubicle are ongoing. The potential reopening of a third cubicle continues to be explored; however, sourcing suitable replacement parts has proven difficult.

The Town Centre public toilets are currently closed due to ongoing repairs to the flat roof, which are necessary before the facility can be safely reopened.

There has been a noted increase in antisocial behaviour in and around both the Bath Road and KGV toilet facilities. This has contributed to recent damage and closures. The time-lock systems are being deliberately bypassed, with individuals securing the toilets open, allowing them to congregate inside late into the evening. This activity has resulted in evidence of drug use, further damage to locking mechanisms, and increased repair requirements.



The Town Council would welcome any incidents of antisocial behaviour being reported to Wiltshire Police, to support enforcement action and help protect these public facilities.

### **Recommendation**

It is recommended that the closing times for the Bath Road and KGV public toilets be temporarily changed to 18:00 each day, until 21<sup>st</sup> March 2026, in order to help reduce antisocial behaviour and prevent further damage while longer-term solutions are considered.

## **Item 10 Wiltshire Town Programme**

### **Item 10.1 Update**

The Wiltshire Towns Programme is a Wiltshire Council initiative designed to support the economic recovery and long-term resilience of the county's market towns. The programme provides grant funding to help towns invest in projects that strengthen local economies, improve town centres, and support community-led priorities.

Under the programme, Melksham was allocated £25,000 for 2024 – 2025 and £50,000 for 2025 - 2026. This funding was awarded to enable the town to deliver targeted projects that align with the programme's objectives, including improving the vitality of the town centre, supporting local businesses, and enhancing community facilities and infrastructure.

- **Website £8000**
- **Town Centre Planters £18,487 delivery £1,661.00**
- **Cherry Trees £584.50, top soil, watering system £2,635**
- **Pop Up Garden £3813.25**
- **Melksham Town Bridge £4800 (see below)**

The remaining funding of **£ 35019.25** is intended to be used for **items 9.2 and 9.3** (subject to approval) and K6 telephones, ensuring that the full allocation delivers lasting benefits for the town and its residents.

### **Maintenance and Enhancement of Melksham Town Bridge**

Melksham Town Council is pleased to confirm that **maintenance and enhancement works** are underway on the **historic Town Bridge**, a key gateway into Melksham. After many years during which the bridge lanterns were broken and non-operational, the Council



**MELKSHAM TOWN  
COUNCIL**

is working in partnership with **Light Fantastic** and **Wiltshire Council** to restore this important feature.

The works include:

- **Repair of all lanterns**
- **Removal of graffiti**
- **Clearing all street furniture** to enhance the bridge and surrounding area
- Installation of **festoon warm white lighting** over the bridge
- **Summer floral displays** to further enhance the visual appeal

Once completed, the bridge will serve as a **beautiful and welcoming entry point into the town**, highlighting its historic character and enhancing the town centre environment.

The project has been funded by the **Central Government through the Wiltshire Towns Grant Programme**, with a **total project cost of £4,800**.

### **Item 10.2 Enhancement of Melksham Market Place with Festoon Lighting**

As part of the **ongoing programme for the development of Melksham**, the Council proposes to enhance the Market Place with **festoon lighting in warm white**. This initiative will:

- **Improve street safety** for pedestrians and visitors
- **Enhance the heritage character** of the Market Place
- Provide **additional lighting for community events** and activities

The works will be completed by **Light Fantastic** and funded through the **Central Government's Wiltshire Towns Grant Programme**, with no impact on the Council's core budget £1800 + Vat

#### **Recommendation:**

It is recommended that the Council **approve the installation of the festoon lighting** to enhance the Market Place and support its role as a vibrant, welcoming town centre.

### **Item 10.3 Riverside Walk Festoon Lighting**

As part of the ongoing **Town Hall Bridge enhancements**, Melksham Town Council proposes to extend **festoon lighting along the Riverside Walk**, providing a continuous



stretch of approximately **180 metres** in **warm white lighting**, running from the **car park to the skate park**.

This enhancement will:

- **Improve safety** along the Riverside Walk during evening hours
- **Strengthen the visual and physical connection** between the town centre and the park areas
- Complement the **bridge lighting and other town centre improvements**

The total cost of the works is **£4,694 + VAT**, funded through the **Wiltshire Towns Programme Grant**, ensuring no impact on the Council's core budget.

**Recommendation:**

It is recommended that the Council **approve the Riverside Walk festoon lighting project**, at a total cost of **£4,694 + VAT**, funded through the **Wiltshire Towns Programme Grant**, to enhance safety, connectivity, and the town centre environment

## Item 11 Assembly Hall Report

### 1. Executive Summary

Between January and March 2026, the Assembly Hall demonstrates strong and consistent use, with a balanced programme of community hires and ticketed entertainment events. Total hire income for the period to date is £11,163.40, with ticketed events also delivering substantial bar revenue so far. The data highlights clear opportunities to expand ticket-split events while addressing urgent building maintenance needs to protect and enhance future income potential.

### 2. Assembly Hall Bookings in Numbers

From 1 January to 31 March 2026, the Assembly Hall is set to achieve a total hire income of £11,163.40 with new bookings adding to this total every week. Bookings are largely made up of repeat community users, including clubs, fitness classes, seniors' groups, and historical societies, providing a reliable baseline income. Several dates are also allocated to Assembly Hall-led events at no hire charge to support internal programming.

### 3. Ticketed and Commercial Events



Ticketed and commercial events, while fewer in number, generate higher individual returns and strong bar income. Notable events included Forbidden Nights, Laughter Craft Comedy, We 3 Kings, Majesty Queen, The Dreamers and a Taylor Swift tribute.

In January alone, £2,100 was generated from bar sales during Forbidden Nights (30<sup>th</sup> of January) and £3,000 during the Comedy Night (31<sup>st</sup> of January). These figures demonstrate the importance of entertainment-led events in maximising overall venue income.

#### **4. Meeting with Rik Grover – Ticket Split Opportunities**

A meeting with Rik Grover confirmed a strong interest in using the Assembly Hall for ticketed events. A 70/30 ticket split has been agreed for an 80s Disco event scheduled for the 14<sup>th</sup> of November. Rik highlighted the hall's strong potential for ticket-split arrangements, particularly when combined with bar revenue. Discussions are ongoing with other popular local shows to expand this model.

#### **5. Building Issues and Conditions**

The building presents several significant issues. The roof requires major works, with active leaks in the main hall and office areas. Previous leaks in the dressing room corridor have been patched, but these repairs are temporary. Additionally, the hall interior appears dated and would benefit from redecoration or redesign to support its growing role as a modern events venue.

#### **6. Recommendations and Actions**

- Prioritise assessment and funding for roof repairs to prevent further damage.
- Develop a phased redecoration or redesign plan to modernise the hall.
- Expand ticket-split event partnerships, focusing on high-demand entertainment.
- Continue to prioritise events that drive bar income alongside hire fees.
- Monitor booking trends quarterly to support data-led decision making.

#### **7. Forward Outlook**

The January–March figures indicate that the Assembly Hall is well-positioned to increase revenue through a strategic mix of community use and ticketed entertainment. Addressing building condition issues alongside a focused events strategy will be key to maximizing long-term sustainability.

## Item 12 Other Items To Note

### **Letters to Heaven**

The area designated for the new installation has now been fully surveyed and excavated, and the concrete base was successfully poured on 28 January 2026. The concrete will require up to four weeks to cure before any fitting work can proceed, ensuring a solid and long-lasting foundation. Once cured, installation can take place and a launch date will be confirmed ahead of Mother's Day. Melksham Town Council is coordinating this project in partnership with Melksham News to keep the community informed. For ongoing updates and further council information, please visit the Melksham Town Council website at <https://www.melksham-tc.gov.uk/>.

### **Trees**

A tree survey was completed on 22<sup>nd</sup> January 2026. The report for this year has now been received and identifies a number of works that will be required within the next 3–6 months. A detailed programme of works will be prepared in response to the survey findings.

Some of the recommended works relate to trees located within a newly leased roundabout. Officers are currently in contact with Wiltshire Council to establish whether they will undertake the required works directly or provide financial support towards their completion. Please see the attached documentation for further details.

A number of dead trees have been identified and will be removed once suitable replacement trees have been sourced. All new trees will be planted with tree watering bags, in line with Council policy, to support establishment and ongoing maintenance.

In addition, the three hawthorn trees previously potted at the entrance to Church Road Car Park will be replanted along Lowbourne Road.

### **KGV Banners**

Landowner has provided permission for Melksham Town Council to remove flyposting on the entrance.

### **KGV Masterplan**



A successful meeting was held with NVB, Council officers, Councillors, and local community leaders to discuss the Master Plan and long-term future of King George V (KGV) Park. The meeting provided an opportunity for open discussion, shared priorities, and collaborative thinking around the future development and use of the park.

As part of the meeting, a site visit was undertaken to gain a holistic view of the park and to examine specific areas in greater detail. This allowed all parties to better understand current challenges, opportunities for improvement, and how proposed ideas could be delivered sensitively within the existing landscape.

Community consultation will take place on Saturday 7 February, at King George V Park, between 10:30 and 14:00. This event will provide residents with the opportunity to view emerging ideas, ask questions, and share feedback on the future direction of the park. All members of the community are welcome to attend.

#### Background – King George V Park

King George V Parks were established across the country as living memorials following the death of King George V in 1936. These spaces were intended to provide accessible recreational areas for communities, promoting health, wellbeing, and social interaction. KGV Park continues to serve this purpose today, offering a valued green space for sport, leisure, and community activities. The development of a Master Plan seeks to ensure the park remains fit for future generations, while respecting its historical significance and community value.

#### **31A Market Place and Property Maintenance Update**

Emergency roof repairs have been required at 31A Market Place following a significant leak that caused internal damage, including damage within the public toilets. Previous works carried out by a third party were found to be insufficient and did not meet the standard required to prevent further water ingress.

Melksham Town Council, as the landlord, has a duty to ensure that the property is maintained in a safe condition. Due to the health and safety implications, the works were treated as an emergency. The Council is now working with its insurance provider to process a claim in relation to the damage and remedial works. Total costs of the repairs £19655.

In accordance with the Council's Financial Regulations, approval for the works and associated expenditure was obtained from all Committee Chairs.



This situation highlights the importance of implementing a planned maintenance schedule across all Council-owned properties to ensure assets are maintained appropriately and to reduce the likelihood of emergency repairs in the future.

In addition, Melksham Town Hall is scheduled to undergo maintenance works before the end of March. This will include maintenance to the offices, meeting rooms, and reception areas. Specific dates are yet to be confirmed; however, Councillors and the public will be informed in advance of any disruption.

All costs associated with these works will be met from the approved planned maintenance budget.

### **Pop-Up Garden Installation – Market Place**

The **Pop-Up Garden** is scheduled for installation in the **Market Place during the week commencing 1 April 2026**. This temporary feature will provide an attractive community space and enhance the town centre environment. Further details regarding the layout and any associated access arrangements will be communicated to Councillors and the public ahead of installation.

### **Community Toilet Motion Report**

Motion Research

#### **Purpose of Motion**

To explore the introduction of a Community Toilet Scheme in Melksham, encouraging local businesses to make their toilet facilities available to the public, thereby improving accessibility and inclusivity across the town.

#### **Background**

Public toilet provision has been an ongoing issue in many towns, with maintenance and accessibility costs often prohibitive for councils. The Community Toilet Scheme, successfully implemented in towns and cities across the UK, provides an alternative by partnering with local businesses to expand access to clean, safe, and convenient toilets without requiring a purchase.

This approach has been shown to increase footfall to participating businesses and improve quality of life for residents and visitors alike.

Motion

- **Investigate Feasibility:**



Costs would include

- **Window Stickers**, for participating businesses to display and signal their involvement in the community toilet scheme.

We have investigated the potential cost:

| Supplier     | Sticker Type/Size                        | Cost                                 |
|--------------|--|--------------------------------------|
| Sticker Mule | Front adhesive stickers<br>100mm x 100mm | X10 £20<br><i>Free Shipping</i>      |
| Vista Print  | Inside Window Stickers<br>120mm x 120mm  | X10 £48.36<br>Free Shipping over £55 |
| Sticker App  | Front adhesive stickers<br>100mm x 100mm | X11 £27<br><i>Free Shipping</i>      |

- **Interactive Map**, to present the available locations and business times on our website. Enabling residents and visitors to easily locate a Community Toilet.

Penzance created a website map using Google:

[https://support.google.com/mymaps/answer/3024454?hl=en&ref\\_topic=3188329](https://support.google.com/mymaps/answer/3024454?hl=en&ref_topic=3188329)

- **Officers Time**, has been considered to create a Community Toilet Scheme web page, interactive map, sticker design and business tool kit (ie, guidance on safeguarding for example, areas are safe, well lit, accessible etc).
- **Engage with other councils models:**

Business Guidance from Bristol City

Council – <https://www.bristol.gov.uk/business/business-support-and-advice/join-the-community-toilet-scheme>

Business Guidance from Frome Town Council -



We met with Frome Town Council to learn more about their experience: Since launching the scheme, FTC closed all public toilets, reducing over 50 % of the allocated budget. Each business is paid £250.00 per year.

They have a total of 9 community toilets (inc Cheese and Grain) and suggested putting service stations or hospitals which offer free toilet services on our map as well to expand the network at no additional cost.

Advantages have included low maintenance, they email businesses once a year to confirm renewal. Additionally, they have seen a reduction in anti-social behaviour. The downside has been controversy over the closure of toilets.

#### Business Guidance from Penzance Town Council –

<https://www.penzance-tc.gov.uk/penzance-community-toilet-scheme-is-back/>

Penzance Town Council started their community toilet scheme in 2017, with 12 participating businesses across local cafes, pubs, restaurants and art galleries. The scheme is paid, offering each business around £1,000 a year to be involved. However, payment depends on factors such as opening hours, disabled toilets, levels of facilities etc. Despite still having 7 public toilets in Penzance, the scheme was mostly introduced to fulfil a shortage in the town centre after the central public toilet was closed. This meant residents had to walk to the coast if they required facilities. They noted that communications have played a large role in the scheme, as residents sometimes dislike using businesses if they do not know it is a paid scheme.

The response from businesses however has been extremely positive and they even have waiting list. Eligible businesses are chosen on location, ensuring that there is at least one community toilet in each ward. They have only received one complaint recently from a business who reported their toilet had been badly soiled, however Penzance Council instructed that the payment and contract is to cover that risk and additional cleaning for the business.

They have leaflets, articles, interactive online maps etc to promote the scheme.





- **Invite Expressions of Interest:**

Through LinkedIn and Email, we released a survey asking local businesses if they would be interested in joining a Community Toilet Scheme.

We also identified ideal businesses from across different areas in Melksham, focusing on regions with no public toilet, before contacting Melksham Community Hospital, Spa Medical Centre and Melksham Community Campus (rang however manager is away on AL) via email.

Time to Stop said they would be interested, however noted hesitancy as the scheme was unpaid. Asda and The Hiding Place were also visited in person, and both businesses were happy to join the scheme and be included in promotions.

Beanacre Road BP Service Station has free toilet facilities, so we would also add those to the list.

**Benefits**

- Increased footfall into local businesses. While use of toilets is free, the scheme encourages visitors to explore shops they may otherwise have not have entered
- Free publicity for businesses, through being shared on our website and promotional messages



- Provides clarity and awareness to the public on where toilets are located, and that can be used for free
- Supports people with bladder, bowel and other health issues which may prevent them getting out, for a more inclusive and accessible town

### **Next Steps**

- Create and share guidance for businesses on creating safe, public toilet facilities
- Add a Community Toilet Scheme page to the MTC website. Content should include, toilet locations, town/ business benefits, how businesses can join
- Add an interactive map to the website
- Create and distribute stickers to participating businesses
- Promote the scheme through MTC communications to create a more inclusive, accessible Melksham



## MELKSHAM TOWN COUNCIL

Proposed by: **Tom Price**

Seconded by: **Jack Oately**

Dated: **26/1/26**

### **Purpose of the motion**

To approve purchase of new fencing for Speedwell Close Park and materials to refurbish play equipment, delivered via a community-led improvement event.

### **Background (Including previous resolution/s made and date/s if applicable)**

Speedwell Close Play Area requires replacement fencing and refurbishment. Residents are willing to participate, and several local residents and business owners, has offered assistance.

### **Current Situation**

Fencing is deteriorating; equipment looks worn; residents want involvement; materials are required.

### **What financial implications are there?**

Cost of fencing, paint, tools, PPE, waste disposal. Budget £10,000 but may not be needed.

### **How does the motion link to Town Council policies and core values?**

Supports community engagement, enhances public spaces, promotes value for money and civic pride.

### **What risks are there? (Provide a risk assessment)**

Risks include volunteer safety, tool use, weather delays, vandalism. Mitigation: risk assessment, supervision, PPE, scheduling.

### **What crime and disorder implications are there?**

Refurbishment reduces likelihood of anti-social behaviour and increases community ownership.

### **What environmental and biodiversity considerations are there?**

Low environmental impact; use environmentally responsible materials; recycle waste.

### **What safeguarding concerns are there?**

Ensure work does not occur during play area use; safe tool storage; officer oversight.

|  |
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|  |
|--|

**. Motion**

|  |
|--|
| That Melksham Town Council:<br>1. Purchases new fencing for Speedwell Close Play Park via a local melksham business<br>2. Purchases paint, tools, and materials to refurbish equipment.<br>3. Promote a resident-led community improvement day through various channels, officers and councillors.<br>4. Allocates up to £10,000<br>5. Instructs officers to carry out a risk assessment and coordinate the project.<br>6. Recognises the community empowerment and taxpayer savings resulting from this initiative. |
|--|

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

|  |
|--|
| It supports previous decisions enhancing play areas and community involvement. |
|--|

**. 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?**

|  |
|--|
| To the proposer's knowledge, the item has not been discussed in the last six months. |
|--|

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

|   |
|---|
| Officers to procure materials, schedule the event, complete risk assessment, coordinate volunteers, and liaise with Dean. |
|---|

**Office Use:**

|  |  |
|--|--|
| Date of receipt by Proper Officer:                                 |  |
| Date of proposed council meeting for motion:                       |  |
| Date/s of relevant resolutions:<br>(record full resolution/s here) |  |
| Motion accepted by Proper Officer:                                 |  |
| Motion rejected by Proper Officer:                                 |  |
| Reasons for rejection:   |  |





Dave Elms  
C/O Melksham Town Council  
Town Hall  
Market Place  
Melksham  
Wiltshire  
SN12 6ES

**Estimate No:** 12127

16<sup>th</sup> January 2025

Dear Dave,

Thank you very much for giving Spruce Pools the opportunity to provide you with a quotation to supply and install a chemical dosing system for the splash pad at King George V Park in Melksham.

This quotation is an initial budgetary guide subject to a site visit, however pricing should be fairly accurate. We have based calculations on the documentation and design drawings that have been sent across.

After speaking with our suppliers there will be two probe options available to you. One is a cheaper "Open Potentiostatic Probe" system and the other a more expensive "Closed Amperometric Probe" system. The closed probe system is much more reliable for commercial dosing as it is more resilient to changes in pH and flow compared to the open probe. It is also much longer lasting as it can be refreshed on a service with a new membrane cap and electrolyte solution whereas the open probe needs to be replaced at the end of its life which could be as soon as 12-18 months depending on usage. Please see below pricing for both options.

### **Chlorine and pH Dosing System**

Twin channel dosing system controller for pH and Chlorine. Closed Amperometric or Open Potentiostatic chlorine probe (depending on choice), pH electrode 0-14 pH range. Sample block with integrated flow sensor and 60 micron sample line pre-filter.



## Loose Supply:

### pH Correction Package

#### **To suit 10% Hydrochloric Acid**

To include:

- 1 x Red Chemical Carboy Bund
- 1 x HTS Plus 0705 Dosing Pump
- 1 x Suction Lance with Low Level Sensor
- 1 x 10m Coil 4X6 PE Discharge Tube
- 1 x 10m Coil Red Sheathing
- 1 x Standard Injection Valve
- 1 x Tank/Injection Label Pack
- 1 x 63mm x 1/2" Saddle Clamp

### Sanitiser Package

#### **To suit 14/15% Sodium Hypochlorite**

To Include:

- 1 x Blue Chemical Carboy Bund
- 1 x HTS Plus 0705 Dosing Pump
- 1 x Suction Lance with Low Level Sensor
- 1 x 10m Coil 4X6 PE Discharge Tube
- 1 x 10m Coil Blue Sheathing
- 1 x Standard Injection Valve
- 1 x Tank/Injection Label Pack
- 1 x 63mm x 1/2" Saddle Clamp

### Sample Pack

To include:

- 1 x 10m Coil 6X8 Sample Tube
- 2 x Sample Valves
- 1 x Sample Flow/Return Label Pack
- 2 x 63mm x 1/2" Saddle Clamp

To supply and install the above with Closed Amperometric Probe, providing \*on-site training\*

**All for the sum of: £8,818.00 plus VAT**

Or

To supply and install the above with Open Potentiostatic Probe, providing \*on-site training\*

**All for the sum of: £7,446.00 plus VAT**

### **\*Notes on Handover Training of On-Site Operators\***

Operator training is a crucial part of ensuring that the equipment is correctly operated and maintained. Staff training needs will vary. Some time is allocated for 'handover' training when commissioning a system but in some cases, longer and more in depth training may be required. Not only should an on-site operator have training on the equipment, it is advised that a good overall understanding of chemicals, water treatment, water testing and the pool plant is essential. It is good practice for a site to review their operational procedures to highlight areas for further training. A site visit further down the line to deliver 'refresher' training or to train new members of staff can be arranged.

### Accessories

|   |                         |
|---|-------------------------|
| Withdrawable Injection Valve                              | <b>£211.00 plus VAT</b> |
| Emergency Eyewash Station                                 | <b>£POA plus VAT</b>    |
| PPE Kit Deluxe - Goggles, Gauntlets, Full Face Respirator | <b>£436.00 plus VAT</b> |
| Lovibond 6 in 1 Photometer                                | <b>£612.00 plus VAT</b> |



**Payment Terms**

50% On Confirmation of order

50% On Completion of works

**All prices quoted are exclusive of VAT unless otherwise stated, and subject to the Terms and Conditions of Spruce Services Ltd**

I hope this meets your requirements, if you have any questions or concerns then please do not hesitate to contact me and I will be happy to assist.

Yours sincerely

Will Bishop

A handwritten signature in black ink, appearing to read 'Will Bishop', with a long horizontal stroke extending to the left.

Spruce Pools

**SPRUCE SERVICES LIMITED**

Unit 17, Portway Business Centre, Castlegate Park, Old Sarum, Salisbury, Wiltshire, SP4 6QX  
Tel: 01722 323895 Fax: 01722 332131, e-mail: [info@sprucepools.co.uk](mailto:info@sprucepools.co.uk), [www.sprucepools.co.uk](http://www.sprucepools.co.uk)  
Reg. No: 4373287

## Pools and Wellness

### QUOTATION

|  |
|--|
| <b>Invoice Address:</b>  |
| Melkham Town Council<br>Town Hall<br>Market Place<br>Wiltshire<br>SN12 6ES |

|  |
|--|
| <b>Delivery Address:</b>                       |
| Splash Pad / playground<br><br>To be Confirmed |

|                       |              |
|-----------------------|--------------|
| <b>Quotation Ref:</b> | <b>20347</b> |
| <b>Date:</b>          | 14/01/2026   |

|                         |  |
|-------------------------|--|
| <b>Customer PO:</b>     |  |
| <b>Order contact:</b>   | <a href="#">Dave Elms</a>  |
| <b>Tel:</b>             | 07508709603  |
| <b>Email:</b>           | <a href="mailto:dave.elms@melksham-tc.gov.uk">dave.elms@melksham-tc.gov.uk</a> |
| <b>Accounts Email:</b>  |  |
| <b>Contact on site:</b> |  |
| <b>Tel:</b>             |  |

|   |
|---|
| <b>Notes:</b>                             |
| Supply and fit dosing system as per email |
| <b>Works Completed:</b>                   |

| Description | Part No. | Qty | List Price | Disc % | Net Price Each | Total |
|-------------|----------|-----|------------|--------|----------------|-------|
|-------------|----------|-----|------------|--------|----------------|-------|

| Parts  |            |   |            |     |            |            |
|--|------------|---|------------|-----|------------|------------|
| Chemical Dosing Controllers  |            |   |            |     |            |            |
| Topline TEC4000 Water Chemistry Controller   | T6066      | 1 | £ 3,200.00 | 25% | £ 2,400.00 | £ 2,400.00 |
| LMI Model B135-360S2 Dosing Pump   | B135-360S2 | 2 | £ 1,360.00 | 30% | £ 952.00   | £ 1,904.00 |
| 3/8" OD EVA Hose - 30m Roll  | T5210-30   | 2 | £ 60.00    | 30% | £ 42.00    | £ 84.00    |
| PVC Outer Hose 26 x 19mm - 30m Roll  | T6054      | 2 | £ 140.00   | 30% | £ 98.00    | £ 196.00   |
| 200 Litre Day Tank - 650mm Dia. x 790mm (H)  | T5242      | 2 | £ 220.00   | 30% | £ 154.00   | £ 308.00   |
| 200 Litre Day Tank Stiffening Plate  | T5316      | 2 | £ 100.00   | 30% | £ 70.00    | £ 140.00   |
| 200 Litre Day Tank Bund - 820 OD (4730 ID) x 800 (H) mm  | T5010      | 2 | £ 250.00   | 30% | £ 175.00   | £ 350.00   |
| Pump Fitting Kit   | T5791      | 2 | £ 165.00   | 30% | £ 115.50   | £ 231.00   |
| Manual Agitator for 200 litre Day Tank   | T5031      | 1 | £ 130.00   | 30% | £ 91.00    | £ 91.00    |
| Quill Injector (Gaffey)  | T5705-G    | 1 | £ 240.00   | 30% | £ 168.00   | £ 168.00   |
| Sodium Hypochlorite ID Collar (Small)  | T5455      | 1 | £ 17.50    | 30% | £ 12.25    | £ 12.25    |
| Sodium Hypochlorite Tank Label   | T5015      | 1 | £ 17.50    | 30% | £ 12.25    | £ 12.25    |
| Sodium Bisulphate ID Collar (Small)  | T5457      | 1 | £ 17.50    | 30% | £ 12.25    | £ 12.25    |
| Sodium Bisulphate Tank Label   | T5016      | 1 | £ 17.50    | 30% | £ 12.25    | £ 12.25    |
| Sodium Hypochlorite Injection Point Label  | T5020      | 1 | £ 17.50    | 30% | £ 12.25    | £ 12.25    |
| Sodium Bisulphate Injection Point Label  | T5021      | 1 | £ 17.50    | 30% | £ 12.25    | £ 12.25    |
| Sample Line Inlet/Outlet Set (1 of Each)   | T6144      | 1 | £ 35.00    | 30% | £ 24.50    | £ 24.50    |
| Complete Safety Kit  | T5056      |   | £ 770.00   | 30% | £ 539.00   | £ -        |
| including Full Face Respirator, Visor, Safety Suit, Apron, Ear Defenders, PPE Signage, Eyewash Station and Holdall   |            |   |            |     |            | £ -        |
| Electrical runs ( Site to provide 240v fused spur 5 amp at controller location )   | Misc       | 1 | £ 675.00   |     | £ 675.00   | £ 675.00   |
| Will require 1/2 bsp connections to suction and circ pump output sample points two at the return pipe two meter distance for Injectors by site the sample lines to be run by topline | Misc       | 1 | £ 329.00   |     | £ 329.00   | £ 329.00   |
| Delivery   | Misc       | 1 | £ 160.00   |     | £ 160.00   | £ 160.00   |
| Installation/Serviceing  |            |   |            |     |            |            |
| Installation and comission   | Misc       | 1 | £ 1,380.00 |     | £ 1,380.00 | £ 1,380.00 |

|                        |                    |
|------------------------|--------------------|
| <b>Total Ex-VAT:</b>   | <b>£ 8,514.00</b>  |
| <b>Total Inc. VAT:</b> | <b>£ 10,216.80</b> |

We aim to be as competitive as possible with our costs. If for any reason you believe we could have misinterpreted your requirements, please let us know and we would be pleased to review our costs.

#### Terms and Conditions

An official instruction with purchase order number is required as acceptance.  
Validity - 30 Days  
Payment Terms Credit Account Customer: Net 30 Days  
Standard Terms and Conditions of Sale will apply - [www.topline.uk.net/downloads](http://www.topline.uk.net/downloads)

#### Exclusions and Limitations to Supply

- No materials or service other than those specifically stated in this proposal are included.
- Redundant equipment will be removed/made-safe and left neatly on site for the Client's disposal, unless otherwise stated.

|                              |
|------------------------------|
| VAT No: 449 5185 17          |
| Company No: 2030344          |
| Bank Acc: 76111482           |
| Sort Code: 60 09 25          |
| Bank Name: NatWest           |
| IBAN: GB48NWBK60092576111482 |
| BIC: NWBKGB2L                |





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

Dear Dave

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.

Following our site meeting we have looked at the following improvements to the system to reduce the risk of closures during the season. The main element is the replacement of the chemical dosing system.

We have prepared two options:

**Option 1.**

To replace the current Granudos with the latest version and to couple this to a Kuntze dosing controller.

**Option 2.**

To replace the current Granudos unit with two by LMI style pumps fixed to two 20 ltr drums on bund trays dosing liquid sodium hypochlorite and liquid Sulphuric acid.

With either option we have included removing the filter media and refilling with AFM media which will improve filtration efficiency. The AFM media also requires less water to backwash saving on water and energy. We have included this year's commissioning and decommissioning for the season and the replacement UV service kits and Piezo switches.

We specify the Granudos10 dosing units on all our new builds, we prefer this option for the following reasons. The speed that the system can keep up with the fluctuations in the PH and Chlorine levels due to the concentration of the chemicals used. The chemicals used are a Granular Calcium Hypochlorite and a liquid Sulphuric acid for PH control this reduces the risk of mixing to two chemicals by mistake and reduces the risk of handling with out the need to decant liquid chemicals.

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





# SPECIFICATION, SCOPE OF WORKS AND PAYMENT SCHEDULE

PROJECT NAME: \_\_\_\_\_

QUOTE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_







| SECTION 4 - PLANT ROOM SPECIFICATION      |                |                  |                |
|---|----------------|------------------|----------------|
| EXISTING PLANTROOM BUILDING:              |                |                  |                |
| NEW PLANTROOM BUILDING DIMENSIONS:        |                |                  |                |
| WATER TREATMENT SYSTEM:                   |                |                  |                |
| EFFECTS PUMP:                             |                | hp               |                |
| SUCTION PUMP:                             |                | hp               |                |
| FILTRATION PUMP:                          |                | hp               |                |
| SAND FILTRATION SYSTEM SIZE:              |                | m                |                |
| UV FILTER SIZE:                           |                | Tube             |                |
| GRANUDOS AND EZETROL DISINFECTION SYSTEM? |                |                  |                |
| STAINLESS STEEL MANIFOLD WITH:            | x 1" Solenoids | x 1.5" Solenoids | x 2" Solenoids |

| SECTION 5 - WORKS INCLUDED WITHIN OUR PRICE |  |
|---|--|
| CIVIL WORKS:                                |  |



|                                 |  |
|---------------------------------|--|
| M&E WORKS WITHIN PLANT<br>ROOM: |  |
|---------------------------------|--|

**SECTION 6 - OUR REQUIREMENTS FROM OTHERS:**

|  |  |
|--|--|
|  |  |
|--|--|

**SECTION 7 - PRICE FOR THE ABOVE WORKS**

|                   |                      |
|-------------------|----------------------|
| FORMAL QUOTATION: | ESTIMATED QUOTATION: |
|                   |                      |
|                   |                      |
| VALID TO DATE:    |                      |

**SECTION 8 - PAYMENT SCHEDULE:**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |



# 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.

## 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. 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.
- 4.5. 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.
- 4.6. 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.
- 4.7. 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.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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,

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.

## 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 2.5ppm 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(1)(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.

# Contact Us



Technical Director: Greg Seale  
[gregseale@thesplash.uk](mailto:gregseale@thesplash.uk)  
Contact Number: 07231 845 859

Design Manager: Jason Griffiths  
[jasongriffiths@thesplash.uk](mailto:jasongriffiths@thesplash.uk)  
Contact Number: 07538 585 637

[enquiries@thesplash.uk](mailto:enquiries@thesplash.uk)  
<https://thesplash.uk/>





# SPECIFICATION, SCOPE OF WORKS AND PAYMENT SCHEDULE

PROJECT NAME: \_\_\_\_\_

QUOTE NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_







| SECTION 4 - PLANT ROOM SPECIFICATION      |                |                  |                |
|---|----------------|------------------|----------------|
| EXISTING PLANTROOM BUILDING:              |                |                  |                |
| NEW PLANTROOM BUILDING DIMENSIONS:        |                |                  |                |
| WATER TREATMENT SYSTEM:                   |                |                  |                |
| EFFECTS PUMP:                             |                | hp               |                |
| SUCTION PUMP:                             |                | hp               |                |
| FILTRATION PUMP:                          |                | hp               |                |
| SAND FILTRATION SYSTEM SIZE:              |                | m                |                |
| UV FILTER SIZE:                           |                | Tube             |                |
| GRANUDOS AND EZETROL DISINFECTION SYSTEM? |                |                  |                |
| STAINLESS STEEL MANIFOLD WITH:            | x 1" Solenoids | x 1.5" Solenoids | x 2" Solenoids |

| SECTION 5 - WORKS INCLUDED WITHIN OUR PRICE |  |
|---|--|
| CIVIL WORKS:                                |  |



|                                 |  |
|---------------------------------|--|
| M&E WORKS WITHIN PLANT<br>ROOM: |  |
|---------------------------------|--|

**SECTION 6 - OUR REQUIREMENTS FROM OTHERS:**

|  |  |
|--|--|
|  |  |
|--|--|

**SECTION 7 - PRICE FOR THE ABOVE WORKS**

|                   |                      |
|-------------------|----------------------|
| FORMAL QUOTATION: | ESTIMATED QUOTATION: |
|                   |                      |
|                   |                      |
| VALID TO DATE:    |                      |

**SECTION 8 - PAYMENT SCHEDULE:**

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |



# 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.

## 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,

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.

## 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

Version 01 of 2023

## 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 2.5ppm 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(1)(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.

# Contact Us



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## Melksham Town Council

### Tree Safety Report

Undertaken by Nick Cranston BA (Hons), NC Hort (Arb), AA Tech, PTI, Vet Cert. Dated 22.1.2026

| Tree or Group no   | Species                            | Ht (m) | Age | Targets                         | Condition<br>Physiological & structural   | Recommendations & costs:                                | Work Priority inclusive timescale | Re-inspection time scale |
|--|------------------------------------|--------|-----|---------------------------------|---|---|-----------------------------------|--------------------------|
| <b>St George's Park</b>  |                                    |        |     |                                 |   |   |                                   |                          |
| T1   | Laburnum                           | 8      | M   | Side of driveway entrance       | Poor. Disease and much of canopy has died.  | Remove to ground level.<br>██████████                   | Within 6 months                   | N/A                      |
| <b>St Micheal's church yard</b>  |                                    |        |     |                                 |   |   |                                   |                          |
| G2   | 2 x horse chestnuts                | 6      | M   | Graveyard area                  | Poor, mainly dead, mainly fallen limbs from recent failures   | Remove to ground level.<br>██████████                   | Within 3 months                   | N/A                      |
| G3   | 4 x sycamore stems                 | 20     | M   | Footpath and car park adjacent  | Trees are in good health but ivy growth heavy into the canopies. Ivy creates an extra windsail and can lead to wind snap.   | Sever ivy at base on all stems in 6" swathe.            | Within 6 months                   | 12 months                |
| G4   | Goat willow, sycamore and hawthorn | 6-20   | M   | Graveyard and adjacent property | Trees are in good health but ivy growth heavy into the canopies. Ivy creates an extra windsail and can lead to wind snap.   | Sever ivy at base on all stems in 6" swathe.            | Within 6 months                   | 12 months                |
| T5   | Yew                                | 17     | M   | Car park adjacent               | Tree in relatively fair condition. Some dieback in top of canopy and branch ends. Branch over car park has died back.   | Prune back branch over car park by 3m.<br>██████████    | Within 6 months                   | 12 months                |
| <b>Dunch Lane play area</b>  |                                    |        |     |                                 |   |   |                                   |                          |
| G6   | Cherry x 2                         | 12     | M   | Park users                      | Was noted as bark damage from strimmer some time ago, however, rot ingress into mature tree at risk to play area. Smaller tree has strimmer damage and has no future. | Remove both cherry trees to ground level.<br>██████████ | Within 6 months                   | N/A                      |
| T7   | Birch                              | 12     | M   | Park users                      | Good  | Nil   | N/A                               | 12 months                |
| <b>Riverside play area (2025 recommendations taken place)</b><br>Skylark Road play area and roundabout<br>Cranesbill Road play area & roundabout<br>Eastern way A3102 roundabout |                                    |        |     |                                 |   | All checked – no tree issues or recommendations.        | N/A                               | 12 months                |



|  |             |       |   |                                |  |   |                  |           |
|--|-------------|-------|---|--------------------------------|--|---|------------------|-----------|
| <b>Eastern Way/snowberry Lane roundabout</b><br><b>Spa roundabout</b><br><b>Speedwell play area</b><br><b>'Woody' Park play area</b><br><b>Hazelwood park play area (neighbours insist upon cut backs but no safety issues)</b><br><b>Shurnhold Fields Country park</b><br><b>Leeks roundabout</b><br><b>Splitter island</b> |             |       |   |                                |  |   |                  |           |
| <b>Western Way roundabout</b> – recommend removing bramble and scrub to open up for health of all trees. Raise any canopies as required for grass cutting. Prune to the branch collar.   |             |       |   |                                |  |   |                  |           |
| T8   | Birch       | 12    | M | A350                           | Damage to base from historical collision, loss of bark but no signs of rot ingress. Not in falling distance of road. | Review in 12 months. Send photos if see any fruiting fungus.          | Review 12 months | 12 months |
| <b>Semington Road roundabout</b> – opportunity to re-plant.  |             |       |   |                                |  |   |                  |           |
| G9   | Dead elms   | 6- 12 | D | A350                           | Group of dead elms, scrub, wall of bramble collective. Unsightly and will start to collapse.                         | Remove to ground level leaving 2 x mature field maple, 3 x hawthorns. | Within 3 months  | 12 months |
| <b>Farmers roundabout</b> – deadwood in other trees but low risk to public.  |             |       |   |                                |  |   |                  |           |
| T10  | Field maple | 5     | M | A350                           | Field maple mainly dead, one branch still alive. Strimmer damage.  | Remove to ground level.   | Within 6 months  | 12 months |
| <b>Prince of Wales Garden</b>  |             |       |   |                                |  |   |                  |           |
| T11  | Maple       | 12    | M | Adjacent rear private property | Good, but historical damage at base. Review in 12 months.  | Review in 12 months. Send photos if see any fruiting fungus.          | Review 12 months | 12 months |
| <b>Foresters Park</b> – Large scale failure of new tree plantings. Inspected remaining trees. Group of 5 beech good. 4 more dead field maples however.   |             |       |   |                                |  |   |                  |           |
| G12  | Elms        | 10    | D | Edge of park area              | Group of dead elms   | Remove to ground level.   | Within 6 months  | 12 months |
| T13  | Elm         | 10    | D | Edge of park area              | Dead elm   | Remove to ground level  | Within 6 months  | 12 months |
| <b>Dorset/ Primrose park area</b>  |             |       |   |                                |  |   |                  |           |



|     |                              |    |   |                                 |                                       |  |                 |           |
|-----|------------------------------|----|---|---------------------------------|---------------------------------------|--|-----------------|-----------|
| G14 | 4-6x Dead elms in hedge line | 10 | D | Hedge line running through park | Dead                                  | Remove to ground level<br>[REDACTED]         | Within 6 months | 12 months |
| T15 | Plum                         | 6  | M | Play area                       | Fallen into play area from hedge line | Cut back to edge of play area.<br>[REDACTED] | Within 6 months | 12 months |

Tree numbers: relate to the tree locations on the maps and the images below. RAG colours represented on the map for easy visual location recognition.

Key:

**Age Class dependent on species:**

Y = young (usually under 10 years)

SM = semi mature (usually 10 – 20 years)

EM = early mature (usually 20 – 50 years)

M = mature - (usually 50 – 150 years years)

FM = fully mature

V = veteran (decreasing in size and crown breaking up)

D = dead

**Condition:**

Good – very few or no physiological issues or structural defects.

Fair – some physiological issues which will lead to shortened life and/or could lead to remedial works to rectify structural issues.

Poor – tree in decline through severe physiological issues and/or structural defects that could lead to major tree surgery or removal

**Priority:**

Low/Green = low risk of failure, low risk of harm and danger; any recommendations should undertake as a future precaution and/or for good tree husbandry and longevity of the tree.

Medium/Amber = moderate risk of failure where harm and damage could be caused in time as further deterioration, or growth, added weight, seasonal weather may cause failures if not dealt within the recommended timescales.

High/Red = high risk probability of failure and should be undertaken at earliest opportunity with recommended timescales dependent on the consequence of failure.



Trees locations:

**St George's Park**





### St Michael's church yard





**Dunch Lane play area:**

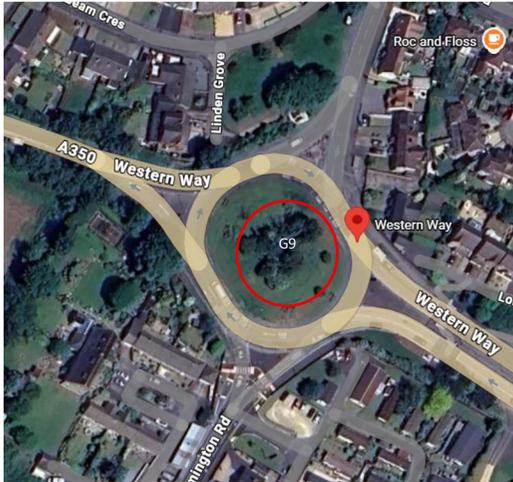


**Western Way roundabout:**





**Semington Rd roundabout:**



**Farmers roundabout:**





### Prince of Wales Garden:



### Foresters Park





Dorset/Primrose park:



Images:



Dorset/Primrose park – G14 dead elms in hedge line



Foresters Park - G12 dead elms



G2 St Michael's Church yard.



G9 Semington roundabout – bramble wall and dead elms



T11 – basal damage. Use for future comparisons.



T5 - Yew dead branch over car park.



T10 – 90% dead.



T8 – collision damage on base of silver birch. Use for future comparisons.

**Report Limitations:**

Trees are living, dynamic organisms that can be affected by external conditions. It is therefore not possible to state with any certainty that a tree is safe.

No internal decay devices, or other invasive tools to assess tree condition, were used. No soil excavation or root inspection was undertaken.

Tree condition can change rapidly, the recommendations contained within this report are based on the condition of the tree at the time they were inspected the re-inspection time scale is based on the optimum time to re-inspect the tree or trees.

**Legal duty:**

It is the responsibility of the tree owner to ensure that their tree(s) is in a safe and stable condition, including the effects of root activity, through duty of care in the Occupiers Liability Act (1957 & 1984).

The Wildlife and Countryside Act, 1981 makes it an offence to disturb a nesting bird or recklessly endanger a bat or its roost. Professional advice should be sought, where relevant, before undertaking any recommended works.

**Author:**

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