

**Minutes of the meeting of the
Playing Fields, Allotments and Amenities Committee
held on Tuesday 5th July 2022 7pm at Diamond Jubilee Lodge**

Present:

Cllr B. Johnson (Chairman)
Cllr G. Diffey
Cllr L. Douglass
Cllr U. Franklin
Cllr D. King

Also in Attendance:

Cllr S. Gurney (Chairman of the Parish Council)
Mrs F LeBon (Clerk)
Six members of the public

The Chairman welcomed all to the meeting and read out the rules to allow the recording of the meeting.

1. Apologies and acceptance for absence

Apologies were received from Cllr Avenell. These were **ACCEPTED**.

2. Declarations of Interest and Dispensations

Cllr Gurney expressed a non pecuniary interest in item 5c and any other matters that may arise in regards to the apiary.

3. To Approve the Minutes of the Meeting 25th November 2021

The Minutes had been circulated from the meeting of 25th November 2021. These were **AGREED**.

4. Public Participation

A member of the public advised that he would have preferred to have been sent the detail of the items to be discussed prior to the meeting. The Clerk advised that the agenda packs had been online since the agenda was published.

A member of the public advised that conversations had been had with previous members of staff about the location of proposed incinerators. The Clerk, and previous officer, had sent this member of the public the decision of the committee.

Discussions were had about the location of a potential car parking area in the extension area to the allotment site and the correct procedure which would have to be followed, included planning permissions, to achieve this.

5. Allotments

a) To Review Allotment Rules (taking into account Haha request for contained fires)

The Clerk clarified that the updated rules were not to dissimilar to rules that had originally been agreed. A later version had then been introduced which was not giving ample strength to the inspection process. The new rules were **AGREED**.

With regards to the request from Haha for contained fires, the previous decision of a large or two smaller incinerators being placed on the concrete pad near the toilet block was still applicable. It was **AGREED** to trial this for a season and then review. The Clerk is to provide Haha with the best contact at Norwich Airport for Haha to advise when they intend to incinerate materials.

b) To Consider Engaging in a Parking Scheme for the Allotment Extension Area.

Correspondence had been circulated to members about a request for parking in the allotment extension area, and the advice received from the Local Planning Authority. Cllr King emphasised the planning process and the need for the Parish Council to follow this, and the need for the Parish Council to ensure that people with disabilities are not disadvantaged, under the Equality Act 2010. He proposed that plot 97 be allocated to parking for up to 6 cars. Two of these should be allocated for disabled persons and others for general parking. The car park should be made up of a honeycomb construction, suitable for vehicle parking. This was seconded by Cllr Franklin and **CARRIED**. The Clerk is to arrange for the submission of the relevant planning application.

c) To Consider not Letting Plots 91-93 due to Proximity to Apiary

The Clerk provided National Allotment Society guidance that hives are best sited away from other plot holders, paths and public roads. A two metre screen, as recommended, is already in place. It was **AGREED** that the assignment of plots and decisions to let or not to on health and safety grounds should be operational decisions by the office.

d) To Consider Designation of a Community Plot (Plot 19)

It was **AGREED** after a proposal from Cllr King and a second from Cllr Franklin that plot 19 should be allocated as a community plot and its governance should be under the jurisdiction of Community Orchard and Apiary Working Group. The name of a member of the public was provided, who had previously shown an interest in co-ordinating a community plot. The Clerk is to contact this person to put forward a proposal.

e) To Receive Update on 'Red Letters'

It was **AGREED** to discuss this in a closed session at the end of the meeting so the personal circumstances of individuals can be disclosed.

f) To Receive Report on Recent Breakage of Lock to Allotment Toilet Door and Consider Alternative Method of Locking / Unlocking the Building.

The Clerk explained that, further to the recent breakage of the lock on the allotment toilet door, it would be more cost effective to install a key lock box with all allotment holders having the code, rather than having a key cut for each allotment holder. The groundsman can create a device for attaching the key to the box so that no one inadvertently does not return it to its rightful place. It was **AGREED** to accept this recommendation after a proposal from Cllr King and a second from Cllr Douglass.

6. Highway Verges

a. To Review Highway Verge Delegation Agreement and Consider Future Verge Cutting

Discussions occurred about the weed killing on the verges and the frequency that the verges are being cut. It was **AGREED** that the formal verge delegation agreement which should define the specification should be located and brought back to council to allow for further discussion.

7. Tennis Courts

a. To Consider Offer of LTA Funding for a Digi-Lock Gate and National Tennis Management

The Parish Council had been approached by the Lawn Tennis Association with regards to funding for an automated Digi-Lock Gate, which would allow for an automated booking and entry system (the software for which the Parish Council would have to fund). This led to a further options to have the tennis courts

managed by National Tennis in exchange for a license fee and then, at a agreed point, a profit share. Discussions occurred about the importance of safeguarding the netball bookings and also about ensuring that current hirers of the tennis courts should not be disadvantaged by an automated system. It was **AGREED** after a proposal from Cllr Diffey and a second from Cllr Douglass, that the proposal should be considered and a draft license should be requested so that it can be reviewed to ensure that the council would not lose out financially and that current hirers are not disadvantaged.

8. Parks

a. To Consider Fencing Replacement Project for Mountfield Park (2021/2022 Project)

A report from the senior admin officer was presented to the council with three quotes for the replacement fencing at Mountfield Park. It was **AGREED** to proceed with contractor '2' at a cost of £7,564 after a proposal from Cllr Douglass and a second from Cllr King. The movement of funds from the Mountfield Park fund will be ratified by full council on 12th July.

b. To Receive RoSPA Play Area Inspection Reports

There were no matters of high risk associated with the report presented. Minor matters of deterioration and repair were being addressed by the caretaking and grounds staff.

9. Wildflowers

a. To Receive SLCC Wildflower Presentation and Consider Areas for Future Wildflower Planting

Ideas for areas for wildflower planting were discussed, based on ideas from a recent SLCC seminar. It was **AGREED** to trial an ovoid area in the highway verge on Wood View Road for a bed of wildflowers. Cllr Gurney will liaise with the highways engineer to secure the relevant permissions.

10. Exchange of Information

With reference to the minutes of the 25th November 2021, it was previously agreed to defer projects on gates and lighting at Mountfield Park for a period of six months. The Clerk will price these projects so that they are ready in the event of any upcoming grant funding opportunities.

11. To confirm the date, time and venue of the next meeting

To be agreed

It was agreed to close the meeting to the press and public to discuss item 5e

5e) To Receive Update on 'Red Letters'

The individual circumstances of the plots which were not being well managed on the allotment site were discussed. It was **AGREED** to show support for plot in difficulty, taking into account the personal circumstances. The Clerk is to make the necessary arrangements with the office and grounds staff.

MEETING CLOSED AT 9.35pm

Playing Fields, Allotments & Amenities Committee

Tuesday 30th August 2022 7:00pm

Item 5: Allotments

a) To Receive Report of Meeting with Drayton Farms on 8th August 2022

The Clerk and the Head Groundsman met with Mr Nigel Handley and Mr George Gay on the 8th August. Matters discussed were:

- Maintenance of the vegetation between Cottingham's Park and Drayton Farms. A management plan was agreed.
- The necessity to not have any fires on the allotment site, due to terms and conditions of insurance.
- The planning application for a permanent car parking area on the allotment extension area, which was supported in principle.

b) To Review Area outside Plot 132

The area outside plot 132 appears to have some healthy vegetation on the pathway, in a time of drought. Permission from council is sought to check whether there is a small leak from the standpipe.

Proposal for Improvement of Hellesdon Parish Council Tennis Courts

The Lawn Tennis Association currently has grant funding available to support local authority owned tennis courts to increase participation and get more people active.

Activity and exercise is vital to a person's lifestyle. Being physically active is medically proven to lower the risk of:

- coronary heart disease and stroke
- type 2 diabetes
- bowel cancer
- breast cancer in women
- early death
- osteoarthritis
- hip fracture
- falls (among older adults)
- depression
- dementia

Source NHS

<https://www.nhs.uk/live-well/exercise/exercise-health-benefits/>

The impacts of physical activity on mental health also cannot be undervalued. These benefits include:

Improved mood

Studies show that physical activity has a positive impact on our mood. One study asked people to rate their mood after a period of exercise (i.e. walking or gardening) and after inactivity (i.e. reading a book). Researchers found that people felt more awake, calmer and more content after physical activity.

Reduced stress

Being regularly active is shown to have a beneficial impact on alleviating stress. It can help manage stressful lifestyles and can help us make better decisions when under pressure.

Research on working adults shows that active people tend to have lower stress rates compared to those who are less active.

Increased self-esteem

Physical activity has a big impact on our self-esteem – that's how we feel about ourselves and our perceived self-worth.

This is a key indicator of mental wellbeing. People with improved self-esteem can cope better with stress and improves relationships with others.

Depression and anxiety

Exercise has been described as a "wonder drug" in preventing and managing mental health. Many GPs now prescribe physical activity for depression, either on its own or together with other treatments.

It's effective at both preventing onset of depression and managing symptoms.

Source: Sport England

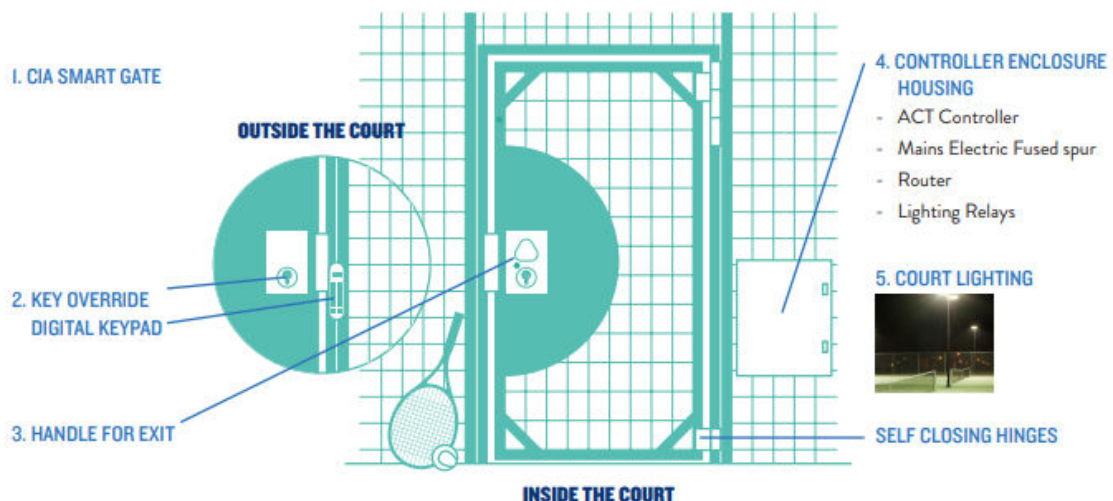
<https://www.sportengland.org/campaigns-and-our-work/mental-health>

The usage of the three tennis courts owned by Hellesdon Parish Council is currently extremely limited. In 2021/22 the council recognised a tennis income of £255. This was obtained from only 6 different hirers.

Between 1st April 2022 and 6th July 2022, the council had obtained an income of £184 from five different hirers.

On 26th May, the Clerk was contacted by the Lawn Tennis Association (LTA) to discuss a grant funding opportunity that could be made available to Hellesdon Parish Council. This is part of the LTA's scheme to improve 'Park Tennis'. Park tennis are courts that are owned by local authorities and are vital community assets that can help widen the impact of the physical and mental health benefits that being active through tennis can bring. Sustaining and increasing participation in tennis on park courts is also key to the long term health of the sport itself and key to the joint mission of the LTA of opening tennis up to more people. They believe that tennis should be relevant, accessible, welcoming, and enjoyable to anyone, and park facilities are one of the most important ways to deliver this.

The LTA is offering funding of £6,000 to fund an automated gate system.



This is an inward opening made to measure gate with hinges, lock and electronic latch is installed in place of the traditional tennis court gate.

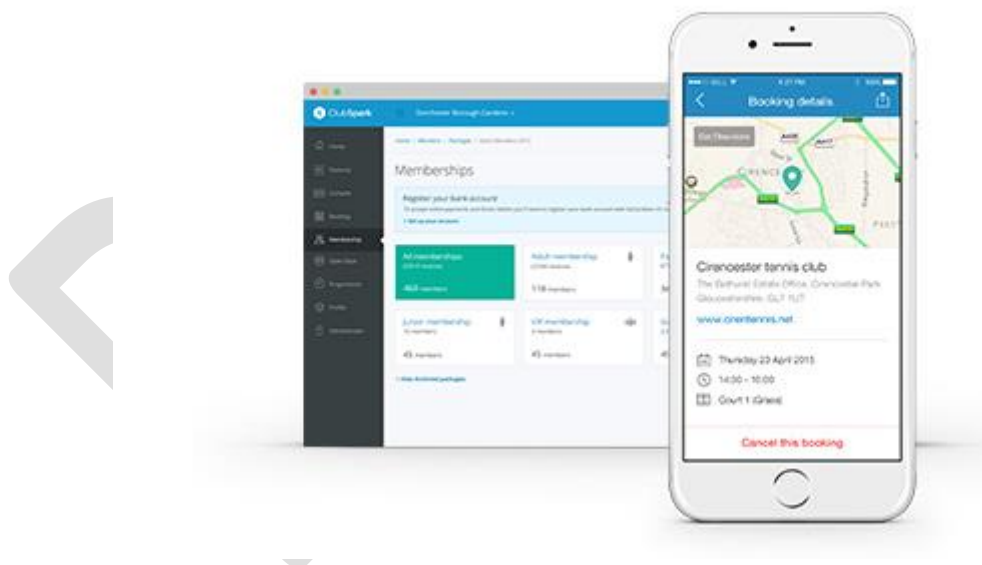
Entry is gained via the digital keypad situated outside of the court. Once the entry code is entered you will hear the lock release and be able to open the gate. In the case of an emergency there is a key override built into the lock on the outside of the gate, insert the key and turn to allow entry. To

exit the court, turn the handle that is located on the gate – no pins or cards are needed to exit the gate.

A lockable enclosure that is sited local to the gate and contains the:

- Cloud based controller – The controller is the Brain of the system responsible for sending and receiving information from the Clubspark booking system, lock, and keypad.
- Mains Electric Fused spur or Rotary isolator Switch – This provides a safe isolation of the entry system to the mains electric supply. This must be kept in the “on” position at all times.
- GSM Router – The GSM router transmits information to and from the Clubspark booking system. The SIM card within the router is programmed to operate on the strongest signal from the 4 major networks.
- Battery Back up – Should the electrical supply to the gate controller fail, the panel battery will keep the system operational for approximately 6 hours. If the power is not restored within this time the system will fail and the lock will open. Access to the cabinet is via a key provided to the venue operator, access inside the enclosure will not be required unless CIA request.

A feature of the entry system is the facility to automate the turning on and off of the court lighting associated to the booking. The venue pre programmes the booking system as to when the lighting is required.



The Clubspark Booking System

The Venue’s responsibilities for the gate is as follows:

- An Administrator is to carry out weekly visual check on the gate system.*
- Administrator(s) understand how to report a fault**
- The player booking over-ride number is publicised to venue administrators for emergency use.

* Weekly checks should consist of:

1. Create a test booking, enter the code into the keypad and enter the venue
2. Visually inspect of all components and fixings including the bolts and screws of the gate and frame.
3. Test the gate lock over-ride key operates
4. Carry out a visual inspection of the control enclosure and cabling
5. Have there been any key changes to the environment the system is operating in?

**To report a fault, once the checks are complete, email ltasupport@ciafireandsecurity.co.uk detailing the nature of the fault and providing the contact details of the person at the venue. Prior to sending an engineer to site will need to discuss the fault in person and where needed ask the venue representative to carry out simple tests whilst at the gate.

Each weekday a remote check of the SIM card and ACT controller status ensuring both are “online”, should either of these items fail to respond an engineer will be in contact with the venue.

For the gate to work, Hellesdon Parish Council would have to adopt the ‘Clubspark’ booking platform. The cost of which would be an annual hardware service fee of £700 payable by the parish council.

There would be a minimal cost of an electrician to connect the system to the electric supply. The proposed gate entry would be located right next to the supply.

I have sought case studies as to how the gate system has increased the income to the relevant local authority, which has exceeded the cost of the hardware service fee:

In House Management

Case Study – Loddon Parish Council

<https://clubspark.lta.org.uk/LoddonTennisClub>

Loddon Parish Council owns two tennis courts and they have taken up the offer from the LTA and installed an automated gate and booking system.

Their tennis income in 2021/2022 was approximately per annum £600 for pay and play tennis. In 2022/2023 to date (4 months of the financial year) their income for pay and play is approximately £1,000 and an additional £600 for annual membership fees (1 fee to pay for the whole year).

Not only has this increased participation substantially, but increased their income – with enough to pay for the hardware service fee and more.

They charge the following for annual membership (pay one fee and play for free all year):

Adult £60 per annum

Couples £100 per annum

Family	£150 per annum
Junior (12+)	£30 per annum
Under 12s	Free

Pay and play is £5 per hour (or £7 at a time that requires the floodlights)

The Clerk is very complimentary of the system and the ease of booking. Most people tend to book via the app due to its ease of use and she advises that the system is very easy to manage from their end. For those that do not wish to book via the app, they can still come into the parish office as control remains with the council. Under our control we could block out any netball bookings (current income to the council £775.50 per annum)

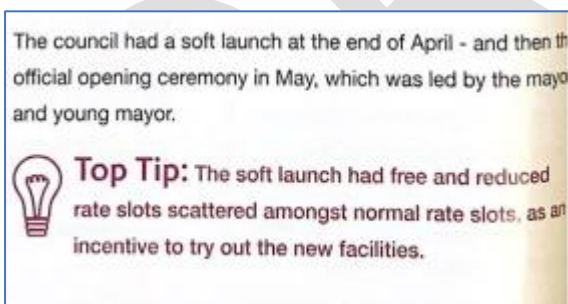
Any additional tennis, such as coaching course or holiday camps would be the responsibility of the council to arrange (via a qualified coach). If the council wished to subsidise these courses for underprivileged families, it could via its Good Causes for Hellesdon Budget.

Case Study: Seaford Town Council

<https://clubspark.lta.org.uk/thesaltstennis>

The case study for Seaford Town Council was recently featured in 'The Clerk' magazine. This has been appended to this report. Whilst it focusses on the full refurbishment of the courts, it also details their in-house use of the Clubspark software.

Some key areas of the article are:



Reduced rates as an incentive to try the courts.



Advertising ease of use for booking the courts

Mayor, Cllr Rodney Reed said,

“ I am delighted The Salts Recreation Ground has another new facility, which is an ace served for the town! The tennis courts were upgraded in response to requests from our residents and to make inclusive tennis affordable and more available in Seaford. Well done and many thanks to the funders and to everyone involved in getting this project off the drawing board and onto The Salts. ”

Councillor

Approval!

Contracted Out Management

Case Study – Norwich City Council

<https://norwichparkstennis.org.uk/>

Norwich City Council contract the management of their tennis courts to National Tennis. This arrangement relieves the office of any management of the courts, in exchange for a license fee payable by the National Tennis to the council.

Having made contact with the Parks and Opens Spaces Officer at Norwich City Council, they advise that

‘I can confirm that the tennis works really well for Norwich, there are numerous courts around the City that Chris [National Tennis] manages on our behalf. Chris has been managing the courts for the past 10 years and has been successful in securing another potential 10 year contract. Participation in tennis has most certainly increased in Norwich. NTA pay an annual fee for each of the courts and this goes into a sinking fund which pays for all future maintenance of the courts such as lighting, resurfacing etc.’

Informal discussions have been had with National Tennis, and in principle they are happy with the following proposal:

- That Hellesdon Parish Council receives a license fee of £1,500 per annum
- That Hellesdon Parish Council retains control of Netball bookings. These should be advised to NT at the earliest opportunity so they can be block booked out of their system. The income Hellesdon Parish Council receives from Netball (approx. £775 per annum) should be retained in a sinking fund for maintenance of the courts.
- That Hellesdon Parish Council receives a 5% profit share (profit deemed as after license fee, delivery of coaching services and operational costs). Profit share incentivises both parties to make the partnership work.
- That NT reports their participation and financial situation with regards to the Hellesdon courts to Hellesdon Parish Council on a quarterly basis.
- The license is for 3 years, with a break clause for either party after year 1.

The current situation is:

Tennis income	£255
Netball income	£775
TOTAL	£1030

Expenditure

Cleaning materials	£300
Moss Cleaner	£85
Miscellaneous repairs	£250
TOTAL	£635

Balance to Sinking Fund **£395**

The Proposed License Fee Arrangement is:

License Fee	£1,500
Netball income	£775
Profit Share	TBA
TOTAL	£2,275 + Profit Share

Expenditure

Cleaning materials	£300
Moss Cleaner	£85
Miscellaneous repairs	£250
Hardware Service Fee	£700
Extra Floodlighting	£150
TOTAL	£1485

Balance to Sinking Fund **£790 + Profit share**

NT is of the belief that a profit and therefore additional return could be achieved within the first year.

Maintenance

The largest cause of damage to the hard courts is that of freeze/thaw action in the winter, which is caused by the existing damage to the courts. During the winter months, water enters through the cracks on the court, freezes to expand the cracks, and then thaws out again. This repeated action will damage the courts regardless of use.

Courts are cleaned on a regular basis to facilitate existing hirers, therefore this is not anticipated to increase.

There is always a risk that increased usage of the courts may accelerate the need for repairs, however this is in no way any different to all other assets of the Parish Council. Of particular note is the play equipment, where increased usage increases the risk of accelerated deterioration. The difference is that with increased usage of the hard courts, comes increased income which can facilitate the repairs, rather than precepting for them as you would do with play equipment.

Working with National Tennis could bring additional benefits. As a social enterprise organisation they can access grants that the Parish Council cannot or is limited in (such as Norfolk County Council's latest Social Infrastructure fund). This fund could contribute to the capital cost of a full resurface as part of a project to regenerate tennis in the local community (this fund covers 'Major overhauls, but only if you are replacing or refurbishing a significant part of your asset'. This would mean that the Parish Council, supported by National Tennis, may be able to resurface the whole courts at 20% of the full cost. This means that the £10,000 which were in Earmarked reserves could then cover a full resurface.

Summary

In House Managed System	
Advantages	Disadvantages
Hellesdon Parish Council retains complete control of site	Limited professional expertise on board
Profit only restricted by efforts / promotion put in by PC	Cost of hardware service fee not automatically covered by income
Increase in bookings due to ease of access to booking system	Staff time cost to manage system and promote the use of the courts
Political appeal of the PC promoting sport / activity / participation and for attracting inward investment	Staff time for weekly check of gate
Reduced staff time to receiving money (no need to invoice as funds are collected via the bookings system)	Coaching expertise would need to be sourced to extend into holiday camps / silver socials etc
Upselling opportunities via increase footfall onsite (use of the community centre and café)	

National Tennis Managed System	
Advantages	Disadvantages
Expertise with promotion and coaching as part of the partnership	Hellesdon Parish Council relinquishes some control of site
Profit share encourages both parties to make the project work.	Staff time for weekly check of gate
Increase in bookings due to ease of access to booking system	95% of excess profits go to National Tennis (which will be invested in tennis projects, but not necessarily in Hellesdon)
Political appeal of the PC promoting sport / activity / participation and for attracting inward investment	
Reduced staff time to receiving money – will come in via license fee and profit share	
Staff time not required to manage system	
Income £1500 + netball guaranteed – easier to budget and cost of hardware service fee covered by income	
Break Clause after Y1 protects council – council would then revert to in house managed system with complete control	
Increased access to grant funding by working in partnership with a social enterprise	
Upselling opportunities via increase footfall onsite (use of the community centre and café)	

Dated:

NATIONAL TENNIS ASSOCIATION

-and-

Hellesdon Parish Council

OPERATOR AGREEMENT



THIS AGREEMENT is dated XXXX and is made BETWEEN:

- (1) **EA Tennis Group CIC t/a National Tennis Association** of 60 High Street, Wimbledon Village, London, SW19 5EE
- (2) **Hellesdon Parish Council** of Diamond Jubilee Lodge, Wood View Road, Hellesdon, Norwich NR6 5QB

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 In this Agreement, the following terms shall have the following meanings:

Venue Management means the services provided by National Tennis Association (NTA) to the Venue more particularly described in Schedule 1 attached, as amended from time to time by agreement of the parties;

Coaching means the services provided by NTA to the Venue more particularly described in Schedule 3 attached as amended from time to time by agreement of the parties;

Confidential Information means sensitive personal data (as defined in the Data Protection Act 1998) of members, financial information relating to the Venue, information relating to the constitution or infrastructure of the Venue and any other information that the Venue makes known to you as being of a confidential nature at any time;

Intellectual Property Rights means all present and future copyright and related rights, patents, trademarks, trade names and domain names, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

Liability means liability, loss, damage, cost, claim or expense, including but not limited to all demands for tax, national insurance contributions, and the costs of dealing and penalties and interest associated with such demands;

LTA means the Lawn Tennis Association, whose registered office is at the National Tennis Centre, 100 Priory Lane, Roehampton, London SW15 5JQ;

Materials mean any work or material developed, written or prepared by NTA (or your employees, agents, sub-contractors or representatives) in relation to the Coaching (whether individually, collectively or jointly with the VENUE and on whatever media) including (without limitation) any documents, reports, studies, data, diagrams, charts, specifications, databases or computer programs and related copies and working papers whether developed, written or prepared before or after the signing of this Agreement;

Location means Hellesdon Parish Council; Diamond Jubilee Lodge, Wood View Road, Hellesdon, Norwich NR6 5QB

2 Services provided by NTA

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the recipient and sufficiency of which consideration is hereby acknowledged, the Venue and NTA (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

- 2.1 NTA shall provide and manage a membership scheme (the scope of which is set out in Schedule 1 of this Agreement) to the Venue at the Location at such times and at such places as agreed between the parties from time to time and on the terms herein.
- 2.2 NTA shall provide and manage a tennis court booking system for members as set out in Schedule 1 of this Agreement and on the terms herein.
- 2.3 NTA shall provide and manage a tennis court booking system for pay-and-play customers as set out in Schedule 1 of this Agreement and on the terms herein.

- 2.4 NTA shall provide Coaching and encourage the tennis journey of players (the scope of which is set out in Schedule 3) to the Venue at such times and at such places as are agreed between the parties from time to time and on the terms herein.

Services provided by the Venue

- 2.5 The Venue shall be responsible for a tennis court refurbishment programme as detailed in Schedule 2 of this Agreement and on the terms herein.
- 2.6 The venue shall be responsible for any structural repairs to the location.

3 Fees

- 3.1 NTA shall pay the Venue **£1500 per annum** in quarterly instalments in arrears, provided under this Agreement.
- 3.2 NTA shall pay the Venue a payment of **5% of net profits** gained from operations, to be paid by the Client annually from the date that the Agreement is signed.
- 3.3 NTA will collect the full proceeds from all revenues gained from the operation of the location facilities as set out in Section 2, with the exception of court hire for netball on mutually agreed times and dates.
- 3.4 NTA will be responsible for all income tax liabilities and National Insurance or similar contributions relating to the Payment, and NTA will indemnify the Venue in respect of any such payments required to be made by NTA.
- 3.5 NTA will be solely responsible for paying all remuneration and benefits due to the employees of NTA, including any National Insurance, income tax and any other form of taxation or social security costs.

4 Confidentiality

- 4.1 Both parties are aware that in the course of the operating partnership hereunder, they may be given or come across Confidential Information.
- 4.2 Both parties must not disclose or use any Confidential Information except in carrying out their obligations under this Agreement during this engagement or after its termination.
- 4.3 NTA must not publish any statement, deliver any lecture or make any communication to the press, radio or television relating to the Venue, its employees or its members without the express permission of the Venue.
- 4.4 The Venue must not publish any statement, deliver any lecture or make any communication to the press, radio or television relating to NTA, its employees or its members without the express permission of NTA.

5 Data protection and monitoring

- 5.1 As a result of the provision of both parties' obligations under this Agreement, parties may have access to personal data about the employees, directors, members, players, tutors, accredited coaches and/or other contacts. Both parties must (and must ensure that your employees, agents, sub-contractors, and representatives will) keep all such data secure and protected against improper disclosure or use.
- 5.2 If NTA is asked to obtain, use or otherwise process any such data on behalf of the Venue, it must act only on instructions from the Venue or as set out in this Agreement and must take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.
- 5.3 If the venue is asked to obtain, use or otherwise process any such data on behalf of NTA, it must act only on instructions from NTA or as set out in this Agreement and must take appropriate technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data.

6 Insurance

6.1 NTA shall take out and maintain full and comprehensive insurance policies for professional indemnity, public liability and any other insurance required for managing a tennis facility and for the performance of the Coaching with the LTA and reputable insurers acceptable to the Venue and shall notify the insurers of the Venue's interest and cause such interest to be noted on the policies (if the policies so permit). You shall supply promptly to the Venue on request copies of such policies and evidence that the premiums on them have been paid.

7 Intellectual property and proprietary rights

7.1 The Venue will be entitled to ownership of

- (a) the Materials; and
- (b) the Intellectual Property Rights in the Materials, which are assigned to the Venue by this Agreement (and will ensure that your employees, agents, sub-contractors and representatives (as applicable) assign) with full title guarantee and free from all third party rights.

7.2 NTA undertakes to do anything reasonably required (both during and after the Term) to ensure that all Intellectual Property Rights in the Materials are assigned to the Venue and to assist the Venue in protecting or maintaining such rights.

7.3 NTA shall (and must ensure that your employees, agents, sub-contractors, and representatives will) waive any moral rights arising in respect of any Materials against the Venue and its employees and exercise such rights against any third party only as the Venue requests and in accordance with the Venue's directions.

7.4 The Venue grants NTA an exclusive licence to use the Intellectual Property Rights in the Materials for the duration of the Term for the sole purpose of managing the location and coaching.

7.5 NTA agrees to notify the Venue immediately if any actual or suspected infringement by a third party of any of the Intellectual Property Rights in the Materials comes to your attention.

8 Termination

8.1 This Agreement has a 3-year term with a break clause after year 1. It can be terminated, at any time, with twelve months' notice to the end of the month, to the other in writing.

8.2 The Agreement may be terminated for good cause with immediate effect by either party hereunder should any of the following occur:

- (a) commits any material or continued or repeated breach of this Agreement;
- (b) allows LTA Coach Accreditation to expire;
- (c) commit any serious or persistent default or breach of any of your obligations under the Code of Conduct (attached at Schedule 2 to this Agreement) and any applicable codes of conduct, policies, procedures, regulations and rules of the Venue, and the LTA from time to time in force

8.3 Upon the expiration or earlier termination of this Agreement (or otherwise on-demand) NTA must return immediately all items of the Venue's property which it has in its possession or under its control in connection with this Agreement (including any electronic documents).

8.4 Upon the expiration or earlier termination of this Agreement (or otherwise on demand), The Venue must return immediately all items of NTA property which it has in its possession or under its control in connection with this Agreement (including any electronic documents).

8.5 Termination of this Agreement, however it arises, shall not affect or prejudice the parties' accrued rights as at termination or the continuation of any clause expressly or implicitly surviving termination.

8.6 Termination of this Agreement will not unduly affect any future agreements that may be executed between the two parties.

9 Limitation of Liability and Indemnities

9.1 NTA shall indemnify and hold the Venue harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) howsoever caused awarded against, or incurred or paid by, the Venue as a result of or in connection with:

- (a) any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the provision of venue management and Coaching; or
- (b) any claim made against the Venue in respect of any liability, loss, damage, injury, cost or expense sustained by the Venue's employees or agents or by any customer or a third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of venue management and Coaching as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of this Agreement by you.

10 General

10.1 The parties do not intend that any term of this Agreement, unless stated otherwise, should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.

10.2 Each of the parties shall notify the other party of any change of address or telephone number at the earliest opportunity but within 10 working days of such change.

10.3 Any notice required to be given by either party under this Agreement shall be left at or sent by registered or recorded delivery post to:

- (a) in the case of notices from NTA, the address for the time being of the Venue given in this Agreement (unless you have received notification of a change of address) marked for the attention of the **Managing**

Director; and National Tennis Association, 60 High Street, Wimbledon Village, London, SW19 5EE

(b) in the case of notices from the Venue, your address for the time being given in this Agreement (unless the Venue has received notification of a change of address), marked for your attention of **Faye LeBon; and Hellesdon Parish Council; Diamond Jubilee Lodge, Wood View Road, Hellesdon, Norwich NR6 5QB**

10.4 This Agreement constitutes the whole agreement between the parties and may only be modified or otherwise amended by the parties' written agreement.

10.5 This Agreement replaces all other previous agreements, whether oral or in writing, between the parties.

10.6 This Agreement shall be governed by and construed under English law, and each of the parties hereby irrevocably agrees that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Agreement.

10.7 Other than as stated in clause 2 above, both parties may not assign, sub-contract or otherwise transfer any of their rights and obligations under this Agreement to any third party.

Annual Review

11.1 **Both parties will meet to discuss the project and review set annual targets for the location.**

SCHEDULE 1

Venue Management

NTA shall provide and maintain an annual membership scheme, pay-and-play for non-members, and an online booking system for all users across all locations. The scheme will be administered via the LTA ClubSpark solution. For the Agreement's first year, the following pricing model will be put in place.

Annual Pass - £30

Customers pay an annual fee for their full household to make court bookings with a one-week booking window.. No booking charges apply other than for floodlight sessions.

Pay-and-Play - £5 per hour

Customers create a free account and pay hourly for the courts they book. Additional charges apply for the use of floodlights.

Floodlighting - £2 per hour

The cost of floodlighting will be set at £2 per hour per court for all users if the user is booking their own court.

Website, Booking System & Gate Access

NTA will build and adopt a new central LTA ClubSpark website branded as [enter project name], linked to SmartAccess hardware and software at the location.

General

NTA will be responsible for:

- Risk Assessments
- Open Days and Community Events
- Competitions and events
- Developing and maintaining a community and family feel of the facilities and promoting and encouraging the tennis journey of all tennis players.
- Managing and maintaining a portfolio of policies and procedures.
- Maintaining a Customer Success and administration team to support the project.

SCHEDULE 2

Responsibilities for provision of onsite services

NTA shall have responsibility for providing and meeting payments for the following onsite services:

1. LTA Registration and venue insurance

The Venue shall have responsibility for providing and meeting payments for the following:

1. Annual maintenance as detailed below.
2. Structural repairs to the location, including fencing and floodlighting [we do this anyway]
3. Structural Insurance for the Pavilion. [NTA has agreed this can be removed]
4. Repairs occur due to damage relating to anti-social behaviour or vandalism. [we do this anyway]
5. Day-to-day running of the location [we do this anyway]
6. Utility services for the Pavilion [NTA has agreed this can be removed]
7. Electricity costs for floodlighting and SmartGate [these have been incorporated into the license fee]
8. Lamp replacements for floodlighting [we do this anyway]
9. Annual high-pressure power wash of the courts and application of moss and weed kill. [we do this anyway]
10. Annual gate maintenance and cloud cost fees. [this is covered in the £700 hardware service cost which is amply covered by the £1500 license fee]
11. Cleaning of the Pavilion [NTA has agreed this can be removed]
12. Supplying court cleaning equipment at the location [we do this anyway]

The Venue shall maintain the facility on the following schedule:

Between 5-6 Years (since last refurbishment)	Repaint after the courts have been washed and treated. May need to be done earlier (4-5 years) where floodlights are installed.
Between 10-12 Years (since last refurbishment)	Resurface courts with a single layer of macadam. May need to be done earlier (8-10 years) where floodlights are installed.
NTA has agreed this is relevant to new courts and can be removed	

SCHEDULE 3

Coaching Provision

NTA shall provide professional coaching at the location at such times and at such places as are agreed between the parties from time to time across all locations.

NTA shall:

- (a) at all times ensure coaches and assistants are accredited with the LTA
- (b) provide Coaching with all reasonable skill and care and in a lawful, proper and timely manner;
- (c) comply with all applicable policies, procedures, regulations and rules of the Venue and the LTA;
- (d) use its best endeavours to promote the interests of, and generally act in good faith in relation to, the Venue;
- (e) keep such records of Coaching undertaken and provide information regarding such Coaching as the Venue may reasonably require;
- (f) comply with all reasonable standards of safety and take due regard of and comply with any safety regulations prescribed by the Venue and/or the location at which you will be Coaching and any relevant statutory provision which may be in force from time to time, and report to the Venue any incident which could give rise to any unsafe working practices;

SCHEDULE 4

Code of Conduct

NTA agrees to:

1. Comply with the relevant Codes, Rules and Laws of the LTA and the Venue.
2. Treat all personal information about individual members and non-members who make use of the facilities at the location as confidential, except in exceptional circumstances regarding health and safety, medical requirements, disciplinary action or in accordance with the LTA Safeguarding Policy.
3. Not allow employees or any subcontractor's employees to drink alcohol or smoke either before or during teaching or coaching sessions or competitions.
4. Observe the authority and decisions of all officials.
5. Work without discriminating on the grounds of race, colour, language, religion or belief, birth, social status, sex, age or disability.

SCHEDULE 5

Safeguarding Policy

The current NTA policy on safeguarding can be found via the following link:

[Safeguarding policy](#)

SCHEDULE 6

Diversity & Inclusion Policy

The current NTA policy on Diversity and Inclusion can be found via the following link:

[Diversity and Inclusion Policy](#)

IN WITNESS whereof this Agreement has been executed the day and year first above written.

SIGNED by

enter name

For and on behalf of **enter organisation**

DATED

SIGNED by

enter name

National Tennis Association

DATED

Subject: Fence Renewal – Hellesdon Recreation Ground

Author: Louise Pointin

Date: 22nd July 2022

Three contractors were invited to provide quotes to replace V-Mesh fencing around the Recreation Ground as part of the rolling renewal budget.

An area of concern was identified and assessed by the Parish Clerk and Head Groundmen, it was deemed that the fence line between Nursey Close and Cressener has a significant amount of rotting posts.

There are two bays which urgently require replacement at the Nursey Close gate, the rest of the meterage will be replaced towards the Cressener Close entrance, the infill being completed from 2023 / 2024 budget.



Due to the cost of metal increase it was preferable to provide the contractor with a price limit rather than asking for a set meterage of fencing to be quoted.

Supplier / Quote 1

2000 high V-Mesh and gates

Removal and disposal of existing fencing, the supply and installation of:

60mtrs of 2000 high V-mesh fencing, Galvanised and powder coated Green, panels are fixed to 60x60mm dig-in type posts @ 3.03mtr centres with security clips, posts will be dig in.

Quote for 60 metres	£83.25 per metre	Total £4995.00
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Supplier / Quote 2

Supply and erect temporary Heras panel fencing to form a working compound for works duration and remove upon completion.

45.0 metres (40.0m at one end and 5.0m at other end of complete fence line): Take down existing chain link fencing and dispose of. (5.0m run will have all foliage and overgrowth removed with the fencing. Supply and erect 2.0m high Green RAL6005 weld mesh fencing comprising of 5.0mm diameter wires forming a 200x50mm mesh 2.5m wide panel, with a "V" pressed near top, middle and bottom of each panel, clamped with clips and anti-tamper bolts to the face of 60x60mm SHS posts, concreted in ground at 2.52m centres max.

2no: Supply and erect galvanised end posts to end of each weld mesh run, concreted in ground and re-connect existing chain link fencing to new end post.

Quote for 45 metres £98.96 per metre £ 4,453.60

Supplier / Quote 3

Cut back hedging and prepare area for new fencing.

New fencing to be approx 40m in length using V-Mesh powder coated fencing 2m x 3m in length Post concreted into position. Install new fencing approx 23m as discussed using V-Mesh powder coated fencing 2m x 3m in length. Posts concreted into position.

Removal of all associated waste.

Quote for 40 metres £124.50 per metre £4980.00

Recommendation

It is recommended that we engage the services of supplier 1 as they are able to provide more metreage of fencing within the set budget.

Tree Management Policy



Someone is sitting in the shade today because someone planted a tree a long time ago

Warren Buffett

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INTRODUCTION

Hellesdon Parish Council has adopted parts of Norfolk County Council's Tree Management Policy which are relevant in order to maintain a consistent approach to tree management in the Parish of Hellesdon.

Trees are a highly-valued feature of the landscape of Hellesdon; they make an enormous contribution to the character and beauty of our Parish and create /maintain environments rich in biodiversity. Hellesdon Parish Council values its trees and recognises both the human and environmental benefits of having a healthy and sustainable tree population.

We also recognise that although trees are a positive feature, they can be the cause of a range of problems, from being a nuisance or inconvenience to potentially causing serious injury or even death. As a tree owner, we have a direct responsibility for ensuring our trees do not pose a danger to the public or property and are managed appropriately. This policy sets out our approach to tree management.

We aim to inspect our tree stock at an appropriate frequency, depending upon number of pedestrians, vehicles and other targets either passing beneath or within falling distance of the tree, to ensure continued public safety. Following inspection, the trees will be assigned a risk classification which will inform their prioritisation for maintenance works.

POLICY SCOPE

This policy applies to all trees under Hellesdon Parish Council ownership / management, regardless of their location, this policy links in to Hellesdon Parish Councils Neighbourhood plan: Policy 1- Green Grid, it is Hellesdon Parish Councils policy to look to expand the trees in Hellesdon where possible. The Parish Council know and understand the benefit of trees and hedgerows offering additional wildlife benefits of continuous cover instead of isolated pockets.

Although, we believe this policy to be as comprehensive as possible, we acknowledge it does not cover every situation. We reserve the right to exercise discretion in application of this policy when to do so would be in the best interests of the Council and its residents.

THE IMPORTANCE OF TREES IN THE URBAN AND RURAL LANDSCAPE

Trees are important features in the landscape. They help to create an attractive environment, making the town a better place to live, work, study and visit. They bring colour and contrast, screen unsightly structures, give privacy and soften the hard lines of streets and landscapes. Not only do trees have a visual quality, but they also enhance the environment in less obvious ways:

- they improve air quality by filtering airborne dust, smoke and fumes;
- they absorb traffic noise in built-up areas and can help limit noise pollution;
- they reduce temperature extremes by providing shelter in hot weather and insulation in cold weather; trees adjacent to buildings can reduce air conditioning and heating costs;

- they act as a screen, increasing privacy in residential roads and gardens;
- they convert carbon dioxide to oxygen, increasing the quality of the air locally and helping to reduce the 'greenhouse effect';
- they provide food and habitat for birds and other wildlife, thus supporting nature conservation value and biodiversity;
- research has shown that trees provide many psychological and health benefits and have been shown to reduce stress significantly.

LEGISLATION

There is a range of legislation which has been considered during the development of this policy, for example:

The Parish Council recognizes that Tree Preservation Orders (TPOs), in respect of trees or woodland, which is considered to have a significant impact on the amenity of a local area.

In addition to those trees protected by a Tree Preservation Order, the Town & Country Planning Act (1990) also makes special provision for trees in conservation areas.

The Wildlife & Countryside Act (1981, as amended CROW Act 2000) states that it is illegal to intentionally or recklessly damage or destroy the nest of a wild bird while that nest is in use or being built.

Bats are a European Protected Species and are protected by the Conservation of Habitats and Species Regulations 2010 and the Wildlife & Countryside Act 1981 (as amended). Causing damage to a roosting / nesting site is a criminal offence which can lead to imprisonment.

The Hedgerow Regulations (1997) introduced powers allowing important rural native hedgerows to be protected.

TREES ON HELLESDON PARISH COUNCIL OWNED / MANAGED LAND

We have a responsibility to maintain trees within our ownership/management to ensure they are in a safe condition and not causing an unreasonable danger or actionable nuisance. All enquiries regarding trees on Hellesdon Parish Council land should be directed to the Council on 01603 301751 or clerk@hellesdon-pc.gov.uk.

INSPECTION OF TREES

We work to a risk-based approach to tree management: a programme of inspection identifying and prioritising potential hazards. The cycle of inspection for trees will be set according to their location and area of risk.

TREE MAINTENANCE

Tree maintenance is currently mostly 'reactive' in nature and conducted in response to reports received by the council concerning specific trees. In future, a greater level of tree maintenance work will be conducted as a result of information gathered during pro-active tree inspections. However, reactionary tree maintenance will always form a key element of overall tree maintenance operations and normally originates from the following:

- programmed and routine inspections by a qualified tree inspector/consultant.
- ad-hoc inspections by a member of Parish Council staff following enquiries, reports and service requests;
- reports from Residents;
- enquires from Parish Councillors;
- reports from utility companies;
- cyclic maintenance;
- emergency works (e.g. resulting from high winds)

The following categories will be used when prioritising tree works

Priority	Response
Priority 1: Urgent Public Safety	From within 24 hours to one week depending upon the risk
Priority 2: Non-urgent but essential work	Between 1 to 6 months depending upon risk and time of year
Priority 3: Desirable	12 months where possible
Non-priority	No action proposed

A tree could warrant immediate attention if, for example:

- it has snapped or blown over;
- it is rocking (roots are damaged)
- it is uprooted but held up by another tree or building;
- a large branch has broken off or is hanging off the tree;
- it or its branch is blocking the road or footpath;
- it or its branch is blocking access to property;
- it has fallen on to a structure, such as a building or car.

A tree may be a risk to people or property but does not require immediate attention if: for example

- it is dying (few leaves in summer or dieback in the crown);
- its bark is loose and falling off;
- mushrooms or fungi are growing on or near the tree;

- old splits and cracks are in the trunk or large branches;
- smaller branches or twigs are falling from the tree.

Trees will be made safe via pruning or felling and we would use the most cost effective approach. However, for certain High Value trees we would consider other options to reduce the risk to an acceptable level. This would include options to reduce the likelihood of the tree failing or the likelihood of persons being close to the tree if it did fail.

PUBLICISING TREE FELLING/PRUNING

Where works are minor such as pruning (including repeat cyclical pruning of trees) or involve removing trees that are less than 15 cm diameter (6 inches) at a height of 1.3 meters (just over 4 foot), we will not publicise the works.

Where works are more impacting, for example, felling larger trees, carrying out works to a veteran tree or a tree with a Tree Protection Order (TPO), we will erect an informative site notice on or very close to the affected tree. If more than one tree at the same location are affected it may be more appropriate to erect a site notice including a map / schedule. We will also tell houses opposite and either side by letter (if applicable). We will also publicise the proposed work through social media

If a tree scheme (felling, pruning or planting) is judged to be more impacting on the local area we will consider more publicity as appropriate.

Where a competent officer has determined that the tree should be felled on public safety grounds there will be no public consultation and no right of objection.

DEALING WITH TREE CARE

Works are sometimes necessary to ensure that trees are in a safe and healthy condition. We receive many requests and complaints regarding trees. It is important that individual issues are dealt with consistently and that decisions are balanced against the positive contribution that trees make to the environment and enjoyment of the parish by local residents and visitors. Many of the complaints received involve minor or seasonal issues that are generally considered to be foreseeable or social problems associated with living near trees, which can often be minimised through careful pruning and careful species selection when planting.

In all cases, consideration will be given as to whether the tree in question meets the necessary criteria for protection.

To ensure that requests for works to trees are dealt with efficiently, consistently and fairly, our policy in relation to the more common types of request is outlined below.

Obstructing/Overhanging Tree Branches

Tree branches can cause obstructions to public footpaths, roadways/signs, streetlights and open spaces. Appropriate pruning to eliminate hazards caused by obstructive branches will normally be acceptable, providing efforts are made to retain the shape of the tree.

We will undertake work to trees in Council ownership/management to maintain a minimum 5 meters clearance over roads and 2.4 meters over formal footpaths.

We will not prune trees that overhang neighbouring properties unless the trees are dangerous or causing an actionable nuisance (i.e. touching the walls, roofs, windows, gutters, garage etc.). This will ensure that damage to property such as aerials, tiles or gutters is avoided.

Adjacent Landowners do have a common law right to prune back tree branches **to their boundary**, providing that this would not lead to tree death and providing that the tree in question is not protected by a Tree Preservation Order (TPO) or situated within a Conservation Area.

Shading and Loss of Light

Trees are often perceived to block light to nearby properties. However, pruning or removal of trees will often have a negligible impact on the amount of light reaching a house or garden. Therefore, tree works to improve light levels will not normally be considered. However, we will consider taking action (pruning or felling) in the following circumstances:

- if the height of the tree is more than 12 metres and the distance between the base of the tree and the window of the nearest habitable room is less than 5 metres;
- if the height of the tree is less than 12 metres and the distance between the base of the tree and the window of the nearest habitable room is less than half the height of the tree (where the separation between the edge of the tree canopy and a vertical line through that window is less than 2 metres).

A 'habitable room' is a dining room, lounge, kitchen, study or bedroom but not a WC, bathrooms, utility room, landing or hallway.

Where elderly, infirm or disabled persons who spend a significant amount of time within their home are affected by loss of light, or it can be established that the presence of trees is detrimental to the health of such residents, further consideration will be given to the management approach to trees. This consideration will also take into account the quality and importance of the tree in question, as well as the benefits to the wider community.

Loss of View

Trees will only be pruned or removed to restore views when necessary to retain important public viewpoints or there is potential to bring about significant public benefit and/or enhance the local landscape or townscape. Historical records may be used to determine the level of management required. Pruning of trees for highway sight-line requirements will be dealt with on a case by case basis.

Tress affecting reception (Television/Satellite/Solar Panels)

Pruning in the short term may help improve television reception. However, in the long term the flush of quick, extra growth associated with pruning can exacerbate the problem. In most cases the problem can be resolved by relocating the aerial or satellite dish, or alternatively using a booster. Residents are advised to contact their satellite or TV provider for specialist advice. Removal or pruning of trees to enable a clear television reception would only be considered in exceptional circumstances.

Similarly, we will not prune or fell a tree in our ownership/management to improve natural light to a solar panel. Whilst we recognise the need for renewable energy sources, trees are also important in tackling climate change.

Overhead Cables / Telephone Wires

Utility companies have certain legal rights to carry out works to public or privately owned trees to address health and safety problems and to maintain a clearance between trees and their apparatus to ensure continuity of supply. This may sometimes involve the loss of trees. Where works to trees are necessary as a result of proximity or conflict, we will encourage utility operators to adopt the most appropriate long term solution, giving consideration to tree health, local tree cover and visual amenity.

Problems caused by branches interfering with privately owned telephone wires can usually be eliminated through appropriate pruning and tree removal would not usually be considered.

We will not prune or fell a tree in our ownership/management to prevent or reduce interference with telephone wires. We would recommend contacting the telephone service provider in such circumstances.

General/Minor Nuisances

We will not fell or prune trees solely to alleviate problems caused by natural and/or seasonal phenomena, which are largely outside of our control. There are a variety of potential nuisances associated with trees, most of which are minor or seasonal and

considered to be normal and acceptable consequences of living near trees. Examples of such problems are:

- falling leaves, sap, blossom, fruit, nuts, bird and insect droppings;
- insects associated with trees (spiders, wasps, flies etc.);
- reduction or increase of moisture to gardens;
- suckers or germinating seedlings in gardens;
- leaves falling into gutters, drains or onto flat roofs;
- the build-up of algae on fences, paths or other structures.

Clearing of leaves from gutters and pathways and weeding of set seeds are considered to be normal routine seasonal maintenance which property owners are expected to carry out. Falling leaves, sap, blossom, fruit, nuts, bird and insect droppings are not readily controllable by pruning and cleaning of affected surfaces can be considered to be routine maintenance. Pruning will not normally be considered solely as a way of alleviating problems with these issues alone.

We would not normally prune or fell a tree under our ownership/management that bears poisonous fruit/foliage (such as laburnum or yew).

However, where it is known that unsupervised young children are likely to be exposed to berries or foliage that will make them ill if eaten, we will investigate and take action, where appropriate.

Trees considered too big/too tall

We will not prune or fell a tree under council ownership/management because it is considered to be 'too big' or 'too tall' for its surroundings.

Personal Medical Complaint

We will normally not prune or fell a tree under our ownership/management where a request has been made to do so because of a personal medical complaint. However, where it can be established that the presence of a tree is causing a detriment to the health of residents further consideration will be given to the management approach of trees.

DAMAGE AND TREE ROOTS

Many tree conflicts arise because of the presence of tree roots and the perception that they are causing damage. Where damage is alleged, each complaint will be investigated on an individual basis. The following guidance will be used in assessing levels of nuisance and identifying appropriate action.

Root invasion in gardens Tree roots in gardens are a natural occurrence and root presence is unlikely to be affected by tree pruning or removal. Landowners do have a common law right to prune back tree roots to their boundary, providing that this would not lead to tree death and providing that the tree in question is not protected by a Tree Preservation Order (TPO) or situated within a Conservation Area.

Most species of deciduous tree will re-sprout from the stump when cut down. Many species will produce a new growth shoot from a root if it becomes exposed to sunlight through ground erosion. Some species readily produce shoots from their buried roots as a way to regenerate and this is often stimulated by stresses, such as heavy pruning or felling. Numerous tree species (including Cherry and Poplar) are therefore likely to produce vigorous root suckers as a response to being felled. Poisoning a stump to prevent such suckering is not always successful since application of herbicide onto a stump face often only affects the stump and the upper roots.

Tree felling or branch pruning in response to root invasion in gardens would not normally be appropriate, as such works are likely to worsen existing problems. The pure encroachment of roots into adjoining land is not considered to amount to actionable nuisance.

Damage to walls and fences

It is often possible to rebuild or repair garden walls and fences to take account of adjacent trees. This can be achieved in a number of ways (for example installing a section of railing or bridging foundations around the base of a tree). Therefore, where trees are considered to be causing damage to walls or fences, we will only consider tree removal if the walls or fence is irreplaceable and of exceptional importance e.g. a retaining wall or of historical interest, or if there is a risk to public health in leaving the tree which cannot otherwise be mitigated. If a damaged wall or fence was constructed after planting of the tree, it may mean that the design or construction has failed to take the presence of nearby trees into account.

Damage to paths

It is often possible to repair paths to take account of adjacent trees and tree roots. Where roots protrude, they can be root pruned, or the path relayed around the tree with flexible materials such as asphalt to provide a smooth surface. Where trees are considered to be causing damage to paths or footpaths, we will not normally consider tree removal except where there is a risk to public health which cannot otherwise be mitigated.

Damage to drains or water pipes

There is no evidence to suggest that the tree roots can actively penetrate an intact pipe or drain, but they can find their way into drains by any existing fault and increase damage. In these situations, the owner of the drain should seek to get the drain repaired at their own expense. Tree removal will not normally be considered.

Trip Hazards

We will make safe an unacceptable trip hazard in a street, road or highway which is caused by a tree in our ownership/management.

Subsidence

While we recognise our responsibilities for the trees in our ownership/ management, we will expect any claim against our own trees to be supported by sufficient evidence to show that the tree in question is a contributory factor in the subsidence. Where this evidence is provided, we will obtain expert specialist advice to verify submitted evidence as necessary.

We will therefore require the following information in order to consider a claim associated with tree related subsidence:

- description of type of damage;
- indication of seasonal movement;
- levels and distortion survey;
- visual evidence of damage;
- depth of foundations demonstrated from excavated trial holes;
- analysis of soil type underfoundation;
- presence and identification of trees roots.

We will not normally subject our trees to regular heavy pruning to deal with suspected damage. Instead we will where feasible opt for removal and replacement planting with an alternative species that is less likely to cause future problems.

Heave

When a tree is removed in a clay sub-soil, the soil will rehydrate and swell in volume. The expansion may lift the foundations and cause cracking to the property. This is known as 'heave'. This is more likely to occur if the removed tree was mature and had a high-water demand such as an oak tree. No liability, at present, falls upon a local authority for damage due to heave resulting from tree removal where this is requested by the third party.

PROTECTED TREES

Tree Preservation Orders (TPO's)

A TPO is a legal document made, administered and enforced by the local planning authority, to protect specified trees and woodlands with public amenity value.

A TPO prevents cutting down, uprooting, topping, lopping, wilful damage or destruction of trees (including cutting roots) without permission.

The Parish Council recognises its responsibilities in regard to its trees that are protected by TPOs.

Trees in Conservation Areas

It is an offence to cut down, prune, lop, top, uproot or wilfully damage or destroy a tree in a conservation area without getting prior written permission from Broadland District Council.

The Town Council recognizes its obligations when undertaking works to trees in conservation areas.

OTHER FACTORS CONSTRAINING WORK TO TREES

Birds

Under the Wildlife & Conservation Act 1981 (as amended) it is an offence to kill, injure or take wild birds, their young, their eggs or nests. Non-urgent major tree work involving tree removal/reduction and hedge cutting operations should not normally be undertaken during bird nesting/breeding season, which is considered to be from February until August (Natural England).

Bats

Bats are a European Protected Species and are protected by the Conservation of Habitats and Species Regulations 2010 and the Wildlife & Countryside Act 1981 (as amended). Causing damage to a roosting/ nesting site is a criminal offence which can lead to imprisonment. Trees displaying signs of roosting bats will be referred to an Ecologist before any work commences. Any trees supporting roosting bats will not be worked on until Natural England is consulted.

Restrictive Covenants

Occasionally, restrictive covenants attached to the deeds for a property may restrict what work can be undertaken to trees.

VANDALISM AND DAMAGE TO COUNCIL OWNED/MANAGED TREES

Vandalism is an increasing pressure on trees. Usually it is young newly planted trees that are damaged; however, mature trees are often damaged too. There are various ways in which vandalism can be counteracted, but none of these is 100% effective against determined attack.

The main methods of deterring vandals are to plant large numbers of very young trees, known as whips, or to plant larger robust trees depending on the site. Another method is to put guards or fencing around trees, but these have to be large enough and strong enough to offer real protection.

This latter approach tends to be the most expensive method and only appropriate in very high profile positions. In the long run, increasing environmental awareness within schools and communities should help reduce vandalism. There are cases where trees we own/manage have been irrevocably damaged or removed without permission. We will investigate any reports of vandalism/damage to trees in our ownership/management, and try to repair any damage where we can.

Where possible, we will take legal action against the person(s) causing the damage.

BIOSECURITY / PEST & EPIDEMIC MANAGEMENT

Biosecurity is a set of precautions that aim to prevent the spread of pests, pathogens or invasive species. The threat to trees from these has never been greater and as a large landowner we undertake to follow best practice and specific advice which is regularly published by the Forestry Commission.



TREE PRUNING TECHNIQUES

We will seek to ensure that tree works are carried out to the highest standards. In carrying out tree works, we and any third party working on trees over which we have a responsibility, will ensure that pruning conserves the overall amenity value, form and shape of the tree and all tree works must be carried out in accordance with British Standard 3998 — Recommendations for Tree Work. Particular pruning specifications may or may not be appropriate for trees of different ages, species, health and condition, or even between trees of the same species depending on their condition, age and environment. Clear and acceptable pruning objectives are necessary in advance of approval of a pruning specification. The pruning objectives may require implementation of one or more of the following operations:

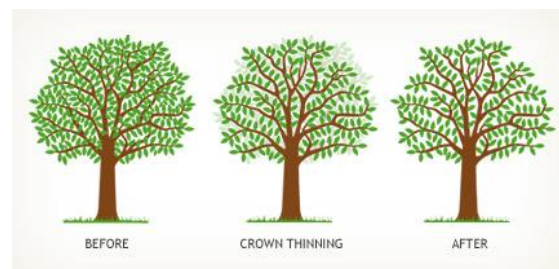
Crown lifting

The removal of the lowest branches of a tree so that the remaining lowest branches are at a specified height, usually 2.4m over a footpath and 5m over a road. This operation is undertaken for a number of reasons, such as to allow access under a tree; to clear branches from low structures; or to allow light under the canopy.



Crown thinning

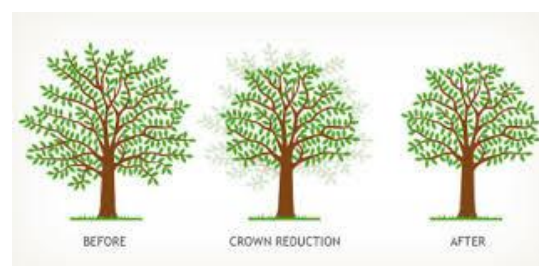
The removal of a specified proportion of branch material from the interior of the crown without affecting the shape of the tree. This operation is usually undertaken to reduce crown density; form a healthy branch structure by removing dead; diseased, damaged, crossing and rubbing branches, and allow more light through the canopy.



Many tree species evolve a canopy density for adaptive reasons and crown-thinning can increase turbulence and cause drought stress and branch failures. For this reason, crown thinning is usually only acceptable when carried out as part of crown cleaning or balancing works.

Crown Reduction

Reducing the overall size of the crown area by a specified percentage by pruning back the leaders and branch terminals to lateral branches that are large enough to assume the terminal roles (at least one third the diameter of the cut stem). Crown reduction up to a maximum of 15-20% may be acceptable to

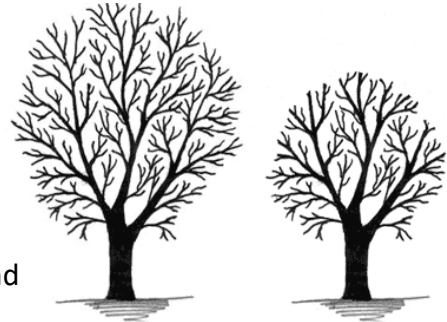


semi-mature trees providing cuts do not exceed 5-7cm and where shaping and restricting

size and spread is essential. Crown reduction of mature or older trees is not normally acceptable as it can severely affect tree health and may lead to the death or decline of the tree and is generally only acceptable as management of last resort.

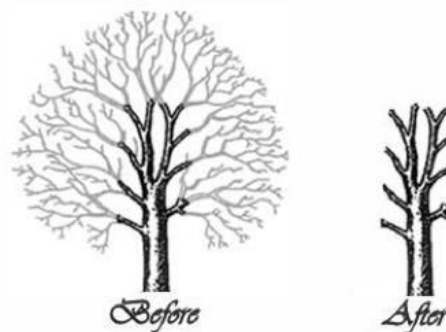
Topping

This entails cutting at a certain height to reduce the height of the tree. Topping is not acceptable as it severely affects the public amenity and health of the tree, sometimes leading to death. Topping can also lead to future problems due to a flush of weak re-growth that can represent a danger and also exacerbate existing problems. If height reduction is considered essential and unavoidable, crown reduction (see above) is preferred.



Pollarding

This severe operation entails the removal of the entire tree's branch structure back to the trunk. Pollarding is an ancient way of maintaining trees that is sometimes necessary, particularly on trees that have been pollarded previously. Only certain species will tolerate this degree of pruning, and new growth may be weak and prone to tearing off. This method of management is not therefore normally acceptable.



Dead Wooding or Crown Clean

This operation is similar to a crown thin except that only dead, diseased, crossing and rubbing branches are removed to tidy up the appearance of the tree. No healthy, sound wood is removed. This operation is recommended to help maintain a healthy, safe tree.

Formative Pruning

The removal of problematic or potentially problematic branches, ensuring good tree development.

Stump Grinding

Stump Grinding is the practice of removing a tree stump to below ground level by mechanical means. We will carry out stump grinding where necessary to enable new trees to be planted or to remove a significant hazard. Where stump removal is not necessary tree stumps will be removed close to ground level so as not to leave a trip hazard