

Canvey Island Town Council



TO ALL MEMBERS OF THE COUNCIL

Dear Councillors,

I hereby summon you to attend a **MEETING** of **CANVEY ISLAND TOWN COUNCIL** to be held at the **COUNCIL OFFICES, 13 HIGH STREET, CANVEY ISLAND, SS8 7RB** on **MONDAY 14TH OCTOBER 2024** commencing at **7.30pm** for the transaction of business as set out below.

Any member who is unable to attend the meeting should send their apologies before the meeting.

Yours faithfully,


Mrs E. De Can
Town Clerk

9th October 2024

The Openness of Local Government Bodies Regulations 2014 allows the filming, recording, photographing, or otherwise reporting of those participating in a meeting. Should any member of the public present, and does not wish to participate but who objects to being filmed, recorded, photographed, or otherwise reported about please make yourself known to the Town Clerk.

A G E N D A

1. Apologies for absence
2. To receive declarations of interest in items on the agenda
3. Public forum – to receive questions from members of the community of Canvey Island of which notice has been received for a period not exceeding ten minutes.
4. To confirm and sign as a true record the minutes of the Council meeting held on 2nd September and 11th September 2024.
5. To receive a report from the Town Mayor on activities and events since the last meeting.
6. To note the report of Officer Decisions under delegated powers and background papers since the last meeting.
7. To receive a verbal report on the Clerks progress of ongoing projects and not on the agenda.
8. To note the costs for new lamp columns infrastructure for Festive Lighting and agree the amendment to the contract with Spark X to commence on the 1st November 2025 for a period of 3 years.
9. To consider and agree proposals for the Santa's grotto at the Christmas event.
10. To note an update from the Stakeholder Forum and consider the recommendations made.
11. To note the completion of the Gunny Lease and the approval of urgent delegated powers for the use of the Councils seal (Appendix A).
12. To consider and agree the quotes obtained for the grass cutting of the Council owned land at the rear of the Gunny.

Canvey Island Town Council



13. To consider and agree amendments to the Councils Standing Orders (Appendix B).
14. To consider the report from the External Auditor and non-completion of the audit for the Annual Governance and Accountability return for the year ending 31st March 2024 (Appendix C).
15. To note the report provided following the Procurement review and approve the recommendations for future implementation following the changes to the Procurement Act 2023 which has been delayed until the 24th February 2025.
16. To note the potential additional costs of the electric supply at Denham Road.
17. To note an update on the Battery Project for the Gunny site.
18. To consider and agree the purchase of a replacement body camera for the Community Warden at a cost of £82.98.
19. To confirm accounts for payment as previously agreed.
20. To note a report from the Community Warden on matters relating to Canvey Island (Appendix D)
21. To note the Health & Safety reports detailing incidents and actions completed in relation to open spaces (Appendix E).
22. Reports from Castle Point Borough Councillors on matters relating to Canvey Island.
23. Reports from Essex County Councillor on matters relating to Canvey Island.

**MINUTES OF THE PROCEEDINGS AT THE MEETING OF
CANVEY ISLAND TOWN COUNCIL
ON MONDAY 2ND SEPTEMBER 2024 AT 7.30PM**

PRESENT:

Councillors: Cllr P. May, Cllr S. Sayes, Cllr D. Anderson, Cllr A. Acott, Cllr J. Anderson, Cllr E. Harvey, and Cllr S. Brooke.

Also present: Mrs E. De Can – Town Clerk
Mrs L. Gould – Deputy Clerk
Mrs A. Wakenell – Community Warden

CO/075/24 – APOLOGIES FOR ABSENCE

Apologies of absence were accepted for Cllr B. Botham, Cllr S. Sach, Cllr D. Blackwell, and Cllr P. Greig.

CO/076/24 - TO RECEIVE DECLARATIONS OF INTEREST IN ITEMS ON THE AGENDA

No declaration of interests were received.

CO/077/24 - PUBLIC FORUM - TO RECEIVE QUESTIONS FROM MEMBERS OF THE COMMUNITY OF CANVEY ISLAND OF WHICH NOTICE HAS BEEN RECEIVED FOR A PERIOD NOT EXCEEDING TEN MINUTES

No questions were received.

CO/078/24 - TO CONFIRM AND SIGN AS A TRUE RECORD THE MINUTES OF THE COUNCIL MEETING HELD ON THE 29TH JULY 2024.

Members **RESOLVED** that the minutes of the Council meeting held on the 29th July 2024 be confirmed as a true record of the proceedings and signed by the Town Mayor.

CO/079/24 – TO RECEIVE A REPORT FROM THE TOWN MAYOR ON ACTIVITIES AND EVENTS SINCE THE LAST MEETING.

Members noted the activities since the last meeting such as presenting the Council's grant cheque to Yellow Door, attending the Sen by the Sea event, the Tewkes Creek picnic event, the Community Day and the Yellow Door Skate Jam. Events that are in the diary to attend are CISCA House open day, Morrisons fund raising afternoon and the High Sheriff of Essex Chelmsford Cathedral service.

CO/080/24 – TO NOTE THE OFFICER DECISIONS UNDER DELEGATED POWERS SINCE THE LAST MEETING AND BACKGROUND PAPERS.

Members noted the decision to appoint Southeast Asbestos Surveys Ltd at a cost of £250.00 to commission an Asbestos Survey for No 11 High Street at the request of the landlord.

CO/081/24 – TO RECEIVE A VERBAL REPORT OF ONGOING PROJECTS AND NOT ON THE AGENDA.

Members noted the report and updates provided by the Town Clerk.

CO/082/24 – TO CONSIDER HOLDING A SEPARATE MEETING TO AGREE COMMENTS IN RELATION TO THE CASTLE POINT BOROUGH COUNCIL LOCAL PLAN CONSULTATION

Members discussed the Local Plan Consultation and **RESOLVED** to hold a separate public meeting on Wednesday 11th September 2024 at 11am to review the consultation and provide a response.

CO/083/24 – TO CONSIDER AND AGREE THE EXTENSION OF THE WILDFLOWER MEADOW TREE MAINTENANCE AND GRASS CUTTING FOR A FURTHER 3 YEARS AT A REDUCED COST OF £420.00 PER ANNUM WITH AGREEMENT FOR ADDITIONAL WATERING DURING EXTREME WEATHER CONDITIONS ON AN AD HOC BASIS AT £80.00 PER VISIT.

Members noted that the modified specification for the Wildflower Meadow tree and grass cutting contract was approved at a meeting on the 17th June 2024 and **RESOLVED** to extend the contract with CB

Landscapes for a further 3 years at the reduced cost of £420.00 per annum with the agreement of £80.00 per visit if additional watering is required.

CO/084/24 – BAND STAND HIRE – TO NOTE THE APPROVAL GIVEN TO YELLOW DOOR TO HOLD THE ‘YELLOW DOOR BY THE SEA’ EVENT.

Members noted the event which will be held on the 21st September 2024.

CO/085/24 – TO CONSIDER AND AGREE THE PROPOSAL FOR A NIGHT SAFETY PROJECT AIMED AT CYCLIST AND PEDESTRIANS.

Members considered how the Town Council could help road and pavement users be more visible, and the proposal for the Town Council to launch a night safety project to make cyclists and pedestrians safer during the darker hours. Members discussed the purchase of cycle safety lights for cyclists, reflective flashing key rings for pedestrians and dog walkers and reflective arm bands/wrist bands for runners as the initial target groups the Town Council could engage with. It was noted that this project would be subject to successful funding being obtained and an application had been submitted to the PFCC's Community Safety Development Fund due to the timeframes imposed.

The intention of this project would be to launch during road safety week, which is being held between 17th and 23rd November and should funding not be obtained in time, an upcoming launch promotion will be held during this week.

Members **RESOLVED** to agree to the night safety project, aimed at cyclists and pedestrians subject to successfully obtaining funding to purchase the safety items detailed above as well as the promotional event to launch the initiative.

CO/086/24 - TO CONFIRM ACCOUNTS FOR PAYMENT PREVIOUSLY AGREED.

2nd September 2024 NO 1 ACCOUNT.

Company	Reference	Amount	Description
Aspect Maintenance Ltd	BACS719	£14,110.16	Maintenance – Jul & Aug – Gunny grass cutting – Jul x2 cuts
Office Needs Group	BACS720	£34.59	Stationery
Trinitycc Ltd	BACS721	£600.00	Lease plan designs - Gunny
D Trower	BACS722	£20.00	Window Cleaning – 13/8 & 27/8
Phuse Media	BACS723	£202.00	Website Hosting/SSL Certificate
Top of the Mops	BACS724	£66.00	Cleaning 08/8 & 22/8
South East Asbestos Surveys Ltd	BACS725	£300.00	Asbestos Survey – No 11 High Street
Blue Cube	BACS726	£126.00	Toilet Hire – Tewkes Creek Picnic
TOTAL		£15,458.75	

CO/087/24 – TO NOTE A REPORT FROM THE COMMUNITY WARDEN ON MATTERS RELATING TO CANVEY ISLAND.

Members noted the report. Members noted that investigations are underway to establish whether the green electric box that has been vandalised can be replaced with a more sturdy material, some children have been fishing at the lake and had to be moved on, there had been a large amount of suspected asbestos roofing fly tipped at the lake, however, it was found that this was not asbestos and has been removed, the bollard from Lakeside Path has been removed again and has now been reported to the Police and the EA have advised that the recent low oxygen levels in the lake are not an issue as there are limited fish present and there is no evidence of Blue Green Algae.

CO/088/24 – TO NOTE THE HEALTH AND SAFETY REPORTS DETAILING INCIDENTS AND ACTIONS COMPLETED IN RELATION TO OPEN SPACES.

Members noted the reports.

CO/089/24 - REPORTS FROM CASTLE POINT BOROUGH COUNCILLORS ON MATTERS RELATING TO CANVEY ISLAND

Cllr J. Anderson advised that there had been complaints made against some Councillors following the petition raised for a referendum to dissolve the Town Council.

CO/090/24 - REPORTS FROM ESSEX COUNTY COUNCILLORS ON MATTERS RELATING TO CANVEY ISLAND

Cllr May confirmed that work is underway to repair a number of roads around the island as well as large pot holes.

The meeting closed at 8.40pm.

TOWN MAYOR

14th October 2024

**MINUTES OF THE PROCEEDINGS AT THE MEETING OF
CANVEY ISLAND TOWN COUNCIL
ON WEDNESDAY 11TH SEPTEMBER 2024 AT 11.00AM**

PRESENT:

Councillors: Cllr S. Sayes, Cllr J. Anderson, Cllr A. Acott, Cllr E. Harvey, Cllr B. Botham and Cllr S. Sach.

Also present: Mrs L. Gould – Deputy Clerk

CO/091/24 – APOLOGIES FOR ABSENCE

Apologies of absence were accepted for Cllr P. May, Cllr D. Anderson, Cllr S. Brooke and Cllr P. Greig. Cllr D. Blackwell was not present.

CO/092/24 - TO RECEIVE DECLARATIONS OF INTEREST IN ITEMS ON THE AGENDA

No declaration of interests were received.

CO/093/24 - PUBLIC FORUM - TO RECEIVE QUESTIONS FROM MEMBERS OF THE COMMUNITY OF CANVEY ISLAND OF WHICH NOTICE HAS BEEN RECEIVED FOR A PERIOD NOT EXCEEDING TEN MINUTES

No questions were received.

CO/094/24 – TO CONSIDER AND AGREE COMMENTS IN RELATION TO THE CASTLE POINT BOROUGH COUNCIL LOCAL PLAN CONSULTATION (APPENDIX A)

Members considered the local plan options and issues consultation produced by Castle Point Borough Council and **RESOLVED** to comment on the following groups of questions:

- Questions 1-12 relating to Canvey Island
- Questions 41-50 on Borough-wide development strategy options
- Questions 51-58 on providing the right types of new homes
- Questions 59-66 on developing Castle Point's economy
- Questions 67-74 on ensuring the borough's town centres vibrancy
- Questions 75-81 on creating well designed development and protecting the boroughs character
- Questions 82-88 on creating environmentally sustainable new development
- Questions 89-99 on protecting and enhancing green and blue infrastructure
- Questions 100-109 on providing the services local residents and businesses need
- Questions 110-119 on improving accessibility for all in Castle Point

The responses will be publicly available and published as part of the results of the consultation.

The meeting closed at 1.45pm.

TOWN MAYOR

14th October 2024

DATED

01 OCTOBER 2024

LEASE

relating to

THE GUNNY PARK, LAND OFF CEDAR ROAD, CANVEY ISLAND, ESSEX

between

CANVEY ISLAND TOWN COUNCIL

and

TRUST LINKS LIMITED

PRESCRIBED CLAUSE

The following clauses are prescribed under rule 58A of the Land Registration Rules 2003

LR1. Date of lease

01. OCTOBER 2024

LR2. Title number(s)

LR2.1 Landlord's title number(s)

AA56005

LR2.2 Other title numbers

EX750153, EX750154, EX749784

LR3. Parties to this lease

Landlord

Canvey Island Town Council, 11 High Street, Canvey Island, Essex, SS8 7RB, United Kingdom

Tenant

Trust Links Limited, Growing Together Gardens, 47 Fairfax Drive, Westcliff-On-Sea, Essex United Kingdom SS0 9AG.

Other parties

None

LR4. Property

In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.

See the definition of "Property" in clause 1 of this lease.

LR5. Prescribed statements etc.

LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.

None.

LR5.2 This lease is made under, or by reference to, provisions of:

None.

LR6. Term for which the Property is leased

The term as specified in this lease at clause 1 in the Definitions.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land

None.

LR9.2 Tenant's covenant to (or offer to) surrender this lease

None.

LR9.3 Landlord's contractual rights to acquire this lease

None.

LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property

None.

LR11. Easements

LR11.1 Easements granted by this lease for the benefit of the Property

The easements as specified in clause 3 of this lease.

LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property

The easements as specified in clause 4 of this lease.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] [against title number]

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

This lease is dated 01 OCTOBER 2024

Parties

- (1) Canvey Island Town Council of 11 High Street, Canvey Island, Essex, SS8 7RB, United Kingdom (**Landlord**)
- (2) Trust Links Limited, a company incorporated in England and Wales with company number 04351216 whose registered office is at, 47 Fairfax Drive, Westcliff-On-Sea, Essex United Kingdom SS0 9AG (**Tenant**)

BACKGROUND

- A. The Landlord owns the freehold of the property at Gunny Park, Cedar Road, Canvey Island (title number AA56005) and has agreed to grant the Tenant a lease of part of the Property.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Accessway: the accessway forming part of the Property which is shown coloured blue on the Plan .

Act of Insolvency:

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;

- e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies); or
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- j) the levying of any execution or other such process on or against, or taking control of possession of, the whole or any part of the Tenant's asset.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred to in the Insolvent Partnerships Order 1994 (*SI 1994/2421*) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (*SI 2001/1090*) (as amended).

Act of Insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

Annual Rent: rent at a peppercorn rate of £1 per annum if and when demanded.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

Contaminated Land Regime: the contaminated land regime under Part 2A of the Environmental Protection Act 1990 (as amended from time to time) and any legally binding statutory instrument, circular or guidance issued under it.

Business Plan: means the Gunny Business Plan dated 30 September 2024 approved by Canvey Island Big Local Committee and Local Trust.

Enforcing Authority: the relevant regulator for the Property under the Contaminated Land Regime.

Environment: the natural and human-made environment including all or any of the following media: air (excluding air within buildings or other natural or human-made structures, whether above or below the ground), water (including groundwater), land

(including land under water) and any ecosystems and living organisms supported by those media.

Hazardous Substances: any material, substance, matter or organism which, alone or in combination with others, causes or is capable of causing harm to the Environment.

Heritage Asset: means the Heavy Anti-aircraft gunsite, 170m south west of the junction of Cedar Road and West Crescent Listed on the National Heritage List for England under List Entry Number: 1020144.

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks

Legislation: means all legislation in force in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Unit, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body. A reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted and all subordinate legislation made under it from time to time.

Landlord's Neighbouring Property : each and every part of the adjoining and neighbouring property in which the Landlord has an interest registered with title number AA56005 excluding the Property.

LTA 1954: Landlord and Tenant Act 1954.

Permitted Use: community and public recreational ground for social, educational, cultural, leisure or recreational activities and for garden use for the benefit of the whole community.

Plan: the plan annexed to this lease and titled Trust Links Land Registry Plan.

Planning Act: The Town and Country Planning Act 1990 and the Planning (Listed Buildings and Conversation Areas) Act 1990 and the rules and regulations and orders which are either made under one of them or are contained in the Planning (Consequential Provisions) Act 1990 as they apply from time to time and where appropriate shall also include the Building Regulations 1985 and any other Act for the time being in force or which may in the future relate to town and country planning.

Property: the land at Gunny Park, Cedar Road, Canvey Island shown edged red on the Plan forming part of title AA56005.

Reinstatement Value: the full reinstatement value of the Property as reasonably determined by the Tenant from time to time taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Property that may be required by law and any VAT on any such costs, fees and expenses.

Reservations: all of the rights excepted, reserved and granted to the Landlord by this lease.

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media.

Term: a term of 25 years beginning on and including the date of this lease and ending on, and including 30.09.2049.

Third Party Rights: all rights, covenants and restrictions affecting the Property including the matters referred to the date of this lease in the property register of title number AA56005.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to its successors in title.
- 1.4 The expressions **landlord covenant** and **tenant covenant** each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.5 Unless the context otherwise requires, a reference to the **Property** is to the whole and any part of it.
- 1.6 A reference to the **term** is to the Contractual Term [and statutory continuation of this lease].
- 1.7 A reference to the **end of the term** is to the end of the term however it ends.
- 1.8 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 36 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 36.

- 1.9 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.10 Unless otherwise specified, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.13 Unless the context otherwise requires, any words following the term **including, include, in particular, for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.
- 1.14 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.15 A reference to **writing** and **written** excludes fax and email.
- 1.16 Unless the context requires, references to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.17 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.18 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.19 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.20 Unless expressly provided otherwise, the obligations and liabilities of the parties under this lease are joint and several.

1.21 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

1.22 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. Grant

2.1 The Landlord lets the Property to the Tenant for the Term.

2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third Party Rights.

2.3 The grant is made with the Tenant paying the following as rent to the Landlord the Annual Rent and all VAT in respect of it.

3. Ancillary rights

3.1 The Landlord grants the Tenant the following rights (the **Rights**):

- (a) the right to use any Service Media that belong to the Landlord and serve the Property; and
- (b) the right to enter the Landlord's Neighbouring Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Rights; or
 - (iii) the Tenant's interest in the Property.

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Tenant shall comply with all laws relating to the Rights and all reasonable regulations in connection with the exercise of the Rights that the Landlord may make from time to time and notify to the Tenant in writing.

3.4 Except as mentioned in this clause 3, neither the grant of this lease nor anything in it confers any right over the Landlord's Neighbouring Property nor any other neighbouring property nor is to be taken to show that the Tenant may have any right over any part of [the Landlord's Neighbouring Property or any] neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

4. Rights excepted and reserved

4.1 The following rights are excepted and reserved from this lease to the Landlord for the benefit of the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires interest during the Contractual Term.

- (a) the right to pass and repass over and along the Accessway with or without vehicles, plant and machinery for the purpose of gaining access to and egress from the Landlord's Neighbouring Property.
- (b) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term;
- (c) at any time during the Term, the full and free right to develop the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit;
- (d) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property, notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property.
- (e) the right to enter the Property to inspect the condition of the Property and for any other purpose mentioned in or connected with:
 - (i) this lease;
 - (ii) the Reservations; or
 - (iii) the Landlord's interest in the Property;

4.2 The Reservations may be exercised by the Landlord and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Landlord.

4.3 The Tenant shall allow all those entitled to exercise any rights to enter the Property at any reasonable time (whether or not during usual business hours) and, except in the case of an emergency, after having given reasonable notice to the Tenant (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors.

4.4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Tenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for:

- (a) physical damage to the Property; or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

5. Third Party Rights

- 5.1 The Tenant shall comply with all obligations on the Landlord relating to the Third-Party Rights insofar as those obligations relate to the Property and shall not do anything (even if otherwise permitted by this lease) that may interfere with any Third-Party Rights.
- 5.2 The Tenant shall allow the Landlord and any other person authorised by the terms of any of the Third-Party Rights to enter the Property in accordance with its terms.

6. Annual Rent

The Tenant shall pay the Annual Rent and any VAT in respect of it by any method that the Landlord requires at any time by giving notice to the Tenant.

7. Insurance

- 7.1 To effect and maintain insurance of the Property with reputable insurers at its own costs. Such insurance shall be against loss or damage caused by any of the Insured Risk for the sum which the Tenant considers to be the full Reinstatement Value subject to any reasonable exclusions, limitations, conditions or excesses that may be imposed by the insurer.
- 7.2 The Tenant shall ensure that the interest of the Landlord is noted on the policy and shall, on demand by the Landlord, supply to the Landlord a copy of the insurance policy together with a receipt or other evidence of payment of the latest premium due under it.
- 7.3 The Tenant shall effect and maintain a public liability insurance up to a value of £10 million pounds with a reputable insurer at its own cost.

8. Rates and taxes

- 8.1 The Tenant shall pay all present and future rates, taxes and other impositions and outgoing payments payable in respect of the Property, its use and any works carried out there, except:
 - (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
 - (b) any taxes (other than VAT and insurance premium tax) payable by the Landlord by reason of the receipt of any of the rents due under this lease.

- 8.2 If any such rates taxes or other impositions and outgoings are payable in respect of the Property together with other property, the Tenant shall pay a fair proportion of the total.
- 8.3 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without the approval of the Landlord.
- 8.4 If, after the end of the term, the Landlord loses rating relief (or any similar relief or exemption) because it has been allowed to the Tenant, then the Tenant shall pay the Landlord an amount equal to the relief or exemption that the Landlord has lost.

9. Utilities

- 9.1 The Tenant shall pay all costs in connection with the supply and removal electricity (if any) to or from the Property.
- 9.2 The Tenant shall comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities.

10. Common items

- 10.1 The Tenant shall pay the Landlord on demand a fair proportion of all costs payable by the Landlord for the maintenance, repair, cleaning and renewal of all Service Media, structures and other items used or capable of being used by the Property in common with other land.
- 10.2 The Tenant shall comply with all reasonable regulations the Landlord may make from time to time in connection with the use of [the Accessway and] any of those Service Media, structures or other items.

11. VAT

- 11.1 All sums payable by the Tenant are exclusive of any VAT that may be chargeable. The Tenant shall pay VAT in respect of all taxable supplies made to it in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.
- 11.2 Every obligation on the Tenant, under or in connection with this lease, to pay the Landlord or any other person any sum by way of a refund or indemnity, shall include an obligation to pay an amount equal to any VAT incurred on that sum by the Landlord or other person, except to the extent that the Landlord or other person obtains credit for such VAT under the Value Added Tax Act 1994.

12. Default and interest

- 12.1 If any Annual Rent or any other money payable under this lease has not been paid by the date it is due, whether it has been formally demanded or not, the Tenant shall pay the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period beginning on the due date and ending on the date of payment.
- 12.2 If the Landlord does not demand or accept any Annual Rent or other money due or tendered under this lease because the Landlord reasonably believes that the Tenant is in breach of any of the tenant covenants of this lease, then the Tenant shall, when that amount is accepted by the Landlord, also pay interest at the Interest Rate on that amount for the period beginning on the date the amount (or each part of it) became due and ending on the date it is accepted by the Landlord.

13. Costs

- 13.1 The Tenant shall pay the costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of any of the following:
- (a) the enforcement of the tenant covenants of this lease; or
 - (b) serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court; or
 - (c) serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995; or
 - (d) the preparation and service of a schedule of dilapidations in connection with this lease; or
 - (e) any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld by the Landlord in circumstances where the Landlord is not unreasonably to withhold it).
- 13.2 Where the Tenant is obliged to pay or indemnify the Landlord against any solicitors' or other professionals' costs and expenses (whether under this or any other clause of this lease) that obligation extends to those costs and expenses assessed on a full indemnity basis.

14. Compensation on vacating

Any right of the Tenant or anyone deriving title under the Tenant to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded, except to the extent that the legislation prevents that right being excluded.

15. Set off

The Annual Rent and all other amounts due under this lease shall be paid by the Tenant or any guarantor (as the case may be) in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

16. Registration of this lease

Promptly following the grant of this lease, the Tenant shall apply to register this lease at HM Land Registry. The Tenant shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly. Within one month after completion of the registration, the Tenant shall send the Landlord official copies of its title.

17. Assignments

17.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.

17.2 The Tenant shall not assign part only of this lease.

17.3 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may give its consent to an assignment subject to all or any of the following conditions:

- (a) a condition that the assignor enters into an authorised guarantee agreement which:
- (b) is in respect of all tenant covenants of this lease;
- (c) is in respect of the period beginning with the date the assignee become bound by those covenants and ending on the date when the assignee is released from those covenants by virtue of section 5 of the Landlord and Tenant (Covenants) Act 1995;
- (d) imposes principals debtor liability on the assignor;
- (e) requires (in the event of a disclaimer of liability of this lease) the assignor (or former tenant as the case may be) to enter into a new tenancy for a term equal to the unexpired residue of the Term; and
- (f) is otherwise in a form reasonably required by the Landlord; and

- (g) 17.3.2. a condition that a person of standing acceptable to the Landlord enters into a guarantee and indemnity of the tenant covenants of this lease in the form reasonably required by the Landlord (but with such amendments and additions as the Landlord may reasonably require).

17.4 The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the application of the Tenant for consent to assign the lease:

- (a) the Annual Rent or any other money due under this lease is outstanding or there is a [material] breach of covenant by the Tenant that has not been remedied; or
- (b) in the reasonable opinion of the Landlord the assignee is not of sufficient financial standing to enable it to comply with the covenants of the Tenant and conditions contained in this lease; or
- (c) the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.

17.5 Nothing in this clause 17 shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

18. Underlettings

18.1 The Tenant shall not underlet the whole of the Property.

18.2 The Tenant may underlet part of the Property but must not do so without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

18.3 Nothing in this clause 18 shall prevent the Tenant granting short term occupational licences or hire agreements to third parties in relation to the occupation of part of the Property without the consent of the Landlord.

19. Sharing occupation

The Tenant may share occupation of the Property with any company that is a member of the same group (within the meaning of section 42 of the LTA 1954) as the Tenant for as long as that company remains within that group and provided that no relationship of landlord and tenant is established by that arrangement.

20. Charging

- 20.1 The Tenant shall not charge the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 20.2 The Tenant shall not charge part only of this lease.

21. Prohibition of other dealings

- 21.1 Except as expressly permitted by this lease, the Tenant shall not assign, underlet, charge, part with or share possession or share occupation of this lease or the Property or hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

22. Registration and notification of dealings and occupation

- 22.1 In this clause a Transaction is:

- (a) any dealing with this lease or the devolution or transmission of, or parting with possession of any interest in it; or
- (b) the creation of any underlease or other interest out of this lease, or out of any interest, underlease derived from it, and any dealing, devolution or transmission of, or parting with possession of any such interest or underlease; or
- (c) the making of any other arrangement for the occupation of the Property.

- 22.2 In respect of every Transaction that is registrable at HM Land Registry, the Tenant shall promptly following completion of the Transaction apply to register it (or procure that the relevant person so applies). The Tenant shall (or shall procure that) any requisitions raised by HM Land Registry in connection with an application to register a Transaction are dealt with promptly and properly. Within [one month] of completion of the registration, the Tenant shall send the Landlord official copies of its title (and where applicable of the undertenant's title).

- 22.3 No later than one month after a Transaction the Tenant shall:

- (a) give the Landlord's solicitors notice of the Transaction;
- (b) deliver two certified copies of any document effecting the Transaction to the Landlord's solicitors;
- (c) pay the Landlord's solicitors a registration fee of £50 (plus VAT); and
- (d) deliver to the Landlord's solicitors a copy of any Energy Performance Certificate and Recommendation Report issued as a result of the Transaction.

- 22.4 If the Landlord so requests, the Tenant shall promptly supply the Landlord with full details of the occupiers of the Property and the terms upon which they occupy it.

23. Closure of the registered title of this lease

Immediately after the end of the term (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

24. Refuse

- 24.1 To install waste receptacles and ensure that any rubbish is regularly removed from the Property.
- 24.2 Not to keep or deposit any rubbish at the Property except suitably wrapped and sealed and placed in the correct waste receptacle on the Property.

25. Returning the Property to the Landlord

- 25.1 At the end of the Term, the Tenant shall remove from the Property all chattels belonging to or used by it.
- 25.2 The Tenant irrevocably appoints the Landlord to be the agent for the Tenant to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than 10 working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.
- 25.3 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the Annual Rent at the rate reserved immediately before the end of the term for the period that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

26. Use

- 26.1 The Tenant shall not use the Property for any purpose other than the Permitted Use.
- 26.2 The Tenant shall not use the Property and shall use reasonable endeavours to ensure that others do not use the Property for any illegal purpose nor for any purpose or in a

manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord its other tenants or any other owner or occupier of neighbouring property.

27. Compliance with laws

- 27.1 The Tenant shall comply with the provisions of any Legislation or requirement of any competent authority in respect of the Property or any part thereof relating to its occupation or use and to indemnify the Landlord in accordance with Clause 30 for any breach or non-observance thereof
- 27.2 To comply with any bylaws directives regulations or notices at all times including but not limited to all health and safety regulations or notices and fire precautions in respect of the Property and the Permitted User and the occupation thereof
- 27.3 Without prejudice to the generality of the preceding sub-clauses to comply with the Planning Acts and any licences consents permissions approvals and conditions (if any) granted or imposed as they affect the Property
- 27.4 The Tenant shall not apply for any planning permission for the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed.
- 27.5 The Tenant shall comply with all laws relating to:
- (a) the use or operation of all Service Media and machinery and equipment at or serving the Property whether or not used or operated and shall where necessary replace or convert such Service Media within or exclusively serving the Property so that it is capable of lawful use or operation;
 - (b) any works carried out at the Property; and
 - (c) all materials kept at or disposed from the Property.
- 27.6 Without prejudice to any obligation on the Tenant to obtain any consent or approval under this lease, the Tenant shall carry out all works that are required under any law to be carried out at the Property whether by the owner or the occupier.
- 27.7 So far as it is reasonably necessary and only as far as the law permits The Tenant shall keep the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably recommended by them or reasonably required by the Landlord and shall keep that machinery, equipment and alarms properly maintained and available for inspection.
- 27.8 Any liability under the Contaminated Land Regime arising in respect of Hazardous Substances in, on, under, emanating from or affecting the Property on or before the date

of this Lease shall be the sole responsibility of the Landlord and the Tenant shall have no liability under the Contaminated Land Regime as an appropriate person to bear responsibility for any remedial works in relation to those Hazardous Substances or the cost of such works if carried out by the Enforcing Authority.

28. Encroachments, obstructions and acquisition of rights

- 28.1 The Tenant shall not grant any right or licence over the Property to a third party.
- 28.2 If a third party makes or attempts to make any encroachment over the Property or takes any action by which a right may be acquired over the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that encroachment or action; and
 - (b) take all steps (including any proceedings) the Landlord reasonably requires to prevent or license the continuation of that encroachment or action.
- 28.3 The Tenant shall not obstruct the flow of light or air to the Property nor obstruct any means of access to the Property.
- 28.4 The Tenant shall not make any acknowledgement that the flow of light or air to the Property is enjoyed with the consent of any third party.
- 28.5 If any person takes or threatens to take any action to obstruct the flow of light or air to the Property or obstruct the means of access to the Property, the Tenant shall:
- (a) immediately inform the Landlord and shall give the Landlord notice of that action; and
 - (b) take all steps (including proceedings) the Landlord reasonably requires to prevent or secure the removal of the obstruction.

29. Breach of repair and maintenance obligations

- 29.1 The Landlord may enter the Property to inspect its condition and state of repair and may give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 29.2 If the Tenant has not begun any works needed to remedy that breach within two months following that notice (or if works are required as a matter of emergency, then immediately) or if the Tenant is not carrying out the works with all due speed, then the Landlord may enter the Property and carry out the works needed.

29.3 The costs incurred by the Landlord in carrying out any works pursuant to this clause (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.

29.4 Any action taken by the Landlord pursuant to this clause shall be without prejudice to the other rights of the Landlord, including those under clause 33.

30. Indemnity

Save where caused through the negligence, act or omission of the Landlord, the Tenant shall keep the Landlord indemnified against all liabilities, expenses, costs (including but not limited to any solicitors' or other professionals' costs and expenses), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any breach of any tenant covenants in this lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.

31. Covenant for quiet enjoyment for the Landlord

The Landlord covenants with the Tenant, that, so long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

32. Re-entry and forfeiture

32.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any rent is unpaid 21 days after becoming payable (whether it has been formally demanded or not);
- (b) any breach of any condition of, or tenant covenant, in this lease which has not been remedied within a reasonable time period after receipt of notice of breach by the Tenant from the Landlord
- (c) an Act of Insolvency.

32.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause 32, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

33. Joint and several liability

- 33.1 Where the Tenant comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Tenant arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 33.2 Where a guarantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of a guarantor arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 33.3 The obligations of the Tenant and any guarantor arising by virtue of this lease are owed to the Landlord and the obligations of the Landlord are owed to the Tenant.
- 33.4 The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease, unless the Landlord knows it has failed to perform the covenant, or reasonably should know this, and has not remedied that failure within a reasonable time.

34. Entire agreement

- 34.1 This lease and any documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 34.2 Each party acknowledges that in entering into this lease and any documents annexed to it it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) other than those contained in any written replies that Castle Point Borough Council has given to any written enquiries raised by Canvey Island Town Council before the date of this lease.
- 34.3 For the purposes of clause 34, written enquiries and written replies include:
- (a) any pre-contract enquiries and any replies to pre-contract enquiries that are requested or given and include enquiries or replies so requested or given by email.
- 34.4 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

34.5 Nothing in this clause shall limit or exclude any liability for fraud.

35. Notices, consents and approvals

35.1 Within five working days after receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant shall:

- (a) send a copy of the relevant document to the Landlord; and
- (b) take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.

35.2 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause an email is not in writing; or
- (b) given by hand or by pre-paid first-class post or other next working day delivery service at the party's registered office address (if the party is a company) or (in any other case) at the party's principal place of business; or
- (c) by fax to the party's main fax number.

35.3 If a notice complies with the criteria in clause 35.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting; or
- (c) if sent by fax, at 9.00 am on the next working day after transmission.

35.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

35.5 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.

35.6 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed, unless:

- (a) it is given in writing and signed by the Landlord or a person duly authorised its behalf; and
- (b) it expressly states that the Landlord waives the requirement for a deed in that particular case

35.7 If a waiver is given, it shall not affect the requirement for a deed for any other consent.

35.8 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord, unless:

- (a) the approval is being given in a case of emergency; or
- (b) this lease expressly states that the approval need not be in writing.

35.9 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not imply that any consent or approval required from a third party has been obtained, nor shall it obviate the need to obtain any consent or approval from a third party.

36. Governing law

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

37. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

38. Disputes

Any disputes or difference arising under the provisions of this lease that cannot be resolved by the parties shall be submitted to arbitration as provided by the Arbitration Act 1996 or any subsisting statutory modification or re-enactment thereof

39. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this lease shall not have any rights under or in connection with this lease by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

40. Heritage Asset

40.1 The Tenant shall ensure that they have kept up to date with any changes offered by Historic England on the Good Practice Advice (GPA) notes as annexed to this lease.

- 40.2 The Tenant shall use reasonable endeavours to ensure that any use to which the Property is being put is one likely to cause the least harm to the significance of the Heritage Asset.
- 40.3 Where Best Practice Advice or guidance states a change to the Property, and the Tenant is of the opinion that these changes are required to provide best quality facilities, the Tenant shall seek the approval of the Landlord prior to making any changes such approval not to be unreasonably withheld. The Tenant shall not be entitled to any payments for these changes.
- 40.4 In the process of maintaining and managing changes to the Heritage Asset, the Tenant shall ensure that this is done in such a way that sustains and where appropriate enhances its significance.

Executed as a Deed by affixing
the Common Seal of CANVEY ISLAND TOWN COUNCIL
in the presence of two Councillors:



PETER MAY

Name of Councillor

[Redacted signature]

Signature of Councillor

Shirley Sayer

Name of Councillor

[Redacted signature]

Signature of Councillor

Executed as a Deed by a two Directors acting for
TRUST LINKS LIMITED

Name of Director:

.....

Signature of Director

.....

Name of Director

.....

Signature of Director

.....

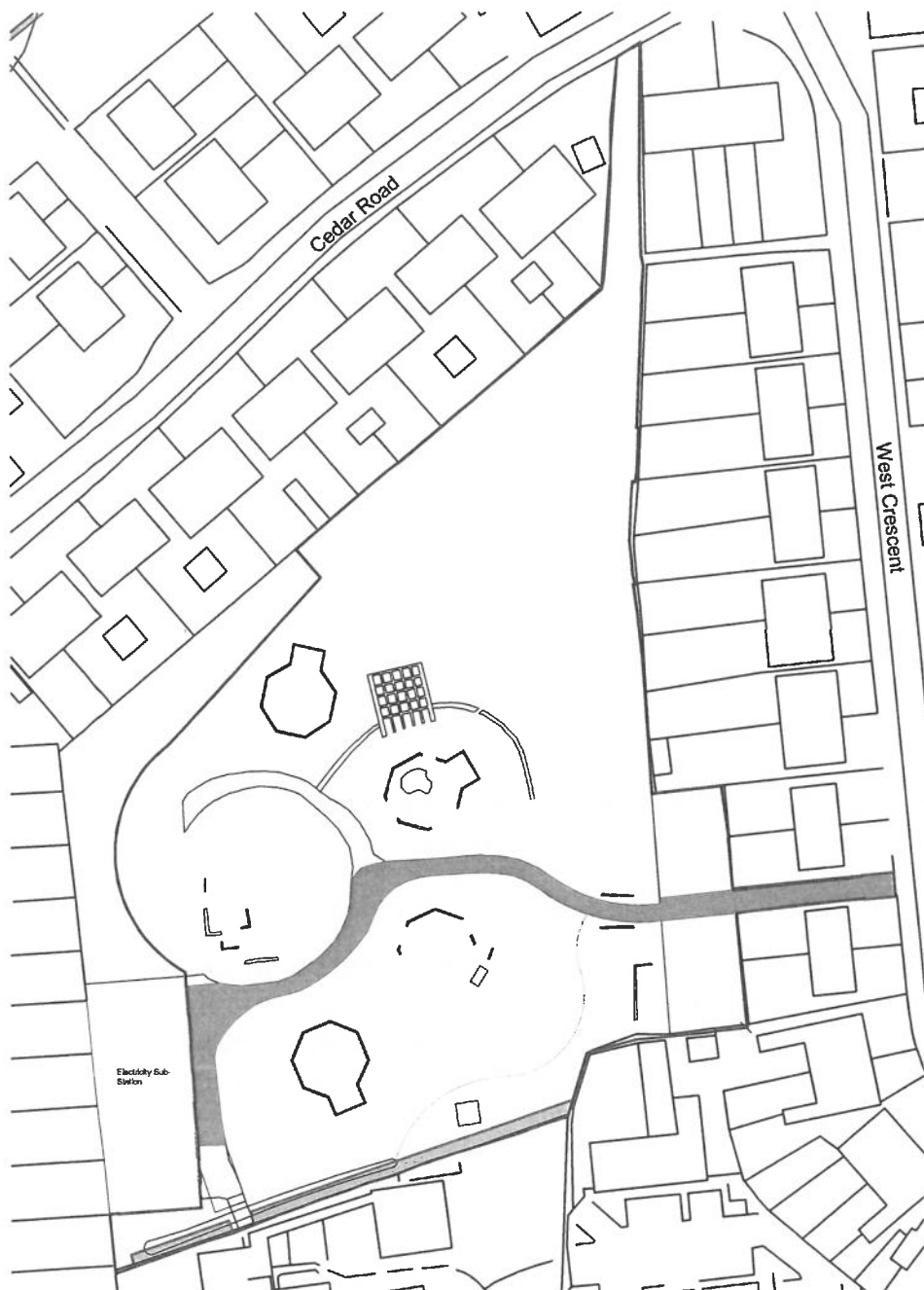
ANNEX 1

~~TRIST~~ LINKS LAND REGISTRY PLAN

TRUST

ED





SITE PLAN 1:1250 @ A4



LOCATION PLAN 1:5000 @ A4



SCALE: 1:1250 @ A4

P3	MD	Updated following client comments	24/07/2024
P2	MD	Updated following client comments	18/07/2024
P1	MD	Preliminary Issue	12/07/2024
Rev	By	Description	Date



Unit 5 Columba, Orion Business Park, Addison Way, Great Blakenham, Ipswich IP9 6LW
T 01473 856188 info@trinitycc.co.uk

Client	CANVEY ISLAND TOWN COUNCIL		
Project	The Gunny, Canvey Island		
Drawing Title	Trustlinks Land Registry Plan		
Date	JULY 24	Drawn	MD
Scale	1:1250 @ A4	Drawing No.	23046/102
Checked		Rev	P3

A4

- e The yearend accounting statements shall be prepared in accordance with proper practices and applying the form of accounts determined by the council (receipts and payments, or income and expenditure) for a year to 31 March. The annual return of the council, which is subject to external audit, including the annual governance statement, shall be presented to council for consideration and formal approval before 30 June.

18. Financial Controls and Procurement

- a. The Council shall consider and approve financial regulations drawn up by the Responsible Financial Officer, which shall include detailed arrangements in respect of the following:
 - i. the keeping of accounting records and systems of internal controls;
 - ii. the assessment and management of financial risks faced by the Council;
 - iii. the work of the independent internal auditor in accordance with proper practices and the receipt of regular reports from the internal auditor, which shall be required at least annually;
 - iv. the inspection and copying by councillors and local electors of the Council's accounts and/or orders of payments; and
 - v. whether contracts with an estimated value below **£25,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £25,000 but less than the relevant thresholds referred to in standing order 18(f) is subject to the "light touch" arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- d. Subject to additional requirements in the financial regulations of the council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
 - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
 - ii. an invitation to tender shall be drawn up to confirm (i) the council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
 - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
 - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
 - v. tenders shall be opened by the Proper Officer in the presence of at least 1 councillor after the deadline for submission of tenders has passed;
 - vi. tenders are to be reported to and considered by the appropriate meeting of the council or a committee with delegated responsibility.
- e. Neither the council, nor a committee with delegated responsibility for considering tenders, is bound to accept the lowest value tender.

21. Responsibilities under Data Protection Legislation

See also standing order 11.

- a The Council may appoint a Data Protection Officer
- b The Council shall have policies and procedures in place to respond to an individual exercising statutory rights concerning his personal data.
- c The Council shall have a written policy in place for responding to and managing a personal data breach.
- d The Council shall keep a record of all personal data breaches comprising the facts relating to the personal data breach, its effects and the remedial action taken.
- e The Council shall ensure that information communicated in its privacy notice(s) is in an easily accessible and available form and kept up to date.
- f The Council shall maintain a written record of its processing activities.

22. Relations with the Press/Media

- a Requests from the press or other media for an oral or written comment or statement from the Council, its councillors or staff shall be handled in accordance with the Council's policy in respect of dealing with the press and/or other media.

23. Execution and Sealing of Legal Deeds

See also standing orders 15(b)(xii) and (xvii) above.

xviii

- a A legal deed shall not be executed on behalf of the council unless authorised by a resolution.
- b **Subject to standing order 23(a), the Council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the Proper Officer in the presence of two councillors who shall sign the deed as witnesses.**

24. Delegation of Urgent Matters

There shall be delegated to the Town Clerk the authority to act in respect of any function of the Council which, in his/her opinion, does not admit of delay. Such authority shall only be exercised after consultation with the Town Mayor, Deputy Town Mayor, or the Chairman of Policy & Finance, unless they cannot be contacted, and the urgency is such that action is paramount.

25. Official Communications

- a All official communications made whether made on behalf of the council or of committee shall be issued by the Town Clerk.
- b No member of the council shall communicate with nor issue orders, instructions or directions in the name of the council to any outside person or authority upon the business of the Council except through the Town Clerk, unless such communication shall be in pursuance of express authority given by the council or a committee to a named individual in respect of a matter specified in the resolution of the authority.
- c No member of the council shall issue orders, instructions or directions to any member of the council's staff except through the Town Clerk, unless such communication shall be in pursuance of express authority given by the council or a committee to a named individual in respect of a matter specified in the resolution of the authority.

- i. without the dispensation the number of persons prohibited from participating in the particular business would be so great a proportion of the meeting transacting the business as to impede the transaction of the business or
- ii. granting the dispensation is in the interests of persons living in the council's area or
- iii. it is otherwise appropriate to grant a dispensation.

14. Code of Conduct Complaints

- a The Monitoring Officer has delegated powers to resolve all complaints that a councillor or non-councillor with voting rights has breached the council's code of conduct.
- b Upon receipt of a notification that there has been an alleged breach of the code of conduct, the Proper Officer shall refer the complaint to the Monitoring Officer.
- c Where the notification in standing order 14(b) above relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Monitoring Officer and Chairman of the Personnel Committee of this fact, and the Chairman of the Personnel Committee shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint, if necessary until it has been determined. The Monitoring Officer shall deal with all aspects of the complaint and consult the Personnel Chairman to agree what action, if any, to take in accordance with standing order 14(e).
- d The Personnel Committee/Proper Officer may:
 - i. provide information or evidence where such disclosure is necessary to progress an investigation of the complaint or is required by law;
 - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- e **Upon notification by the Monitoring Officer that a councillor or non-councillor with voting rights has breached the council's code of conduct, the council shall consider what, if any, action to take against him following the recommendations by the Monitoring Officer. Such action excludes disqualification or suspension from office.**

15. Proper Officer

- a The Proper Officer shall be either (i) the Town Clerk or (ii) other staff member(s) nominated by the council to undertake the work of the Proper Officer when the Proper Officer is absent.
- b The Proper Officer shall:
 - i. **at least three clear days before a meeting of the council, a committee or a sub-committee,**
 - **serve on councillors by delivery or post at their residences or by email authenticated in such manner as the Proper Officer thinks fit, a signed summons confirming the time, place and the agenda (provided the councillor has consented to service by email), (all committee members will receive a copy of the summons by post only) and**
 - **Provide, in a conspicuous place, public notice of the time, place and agenda (provided that the public notice with agenda of an extraordinary meeting of the Council convened by councillors is signed by them).**

See standing order 3(b) for the meaning of clear days for a meeting of a full council and standing order 3(c) for the meaning of clear days for a meeting of a committee;

- ii. subject to standing order 9 above, include on the agenda all motions in the order received unless a councillor has given written notice at least 5 days before the meeting confirming

- his withdrawal of it;
- iii. **convene a meeting of full council for the election of a new Town Mayor of the Council, occasioned by a casual vacancy in his office;**
 - iv. **facilitate inspection of the minute book by local government electors;**
 - v. **receive and retain copies of byelaws made by other local authorities;**
 - vi. retain acceptance of office forms from councillors;
 - vii. retain a copy of every councillor's register of interests and any changes to it and keep copies of the same available for inspection, ensuring these are also available on the Council's website;
 - viii. assist with responding to requests made under freedom of information legislation and rights exercisable under data protection legislation, in accordance with the Council's relevant policies and procedures;
 - ix. may liaise, as appropriate, with the Council's Data Protection Officer;
 - x. receive and send general correspondence and notices on behalf of the council except where there is a resolution to the contrary;
 - xi. assist in the organisation, storage of, access to and destruction of information held by the council in paper and electronic form subject to the requirements of data protection and freedom of information legislation and other legitimate requirements (e.g. the Limitation Act 1980);
 - xii. arrange for legal deeds to be executed;
See also standing order 23 below.
 - xiii. arrange or manage the prompt authorisation, approval, and instruction regarding any payments to be made by the council in accordance with the council's financial regulations;
 - xiv. record every planning application notified to the council and the council's response to the local planning authority in a way approved by the council;
 - xv. refer a planning application received by the council to the Chairman or in his absence Vice-Chairman of the Planning Committee within 2 working days of receipt to facilitate an extraordinary meeting if the nature of a planning application requires consideration before the next ordinary meeting of the Planning committee;
 - xvi. manage access to information about the council via the publication scheme; and
 - xvii. action or undertake activity or responsibilities instructed by resolution or contained in standing orders.
 - xviii. retain custody of the seal of the council (if any) which shall not be used without a resolution to that effect.
See also standing order 22 below. Should be 23

16. Responsible Financial Officer

- a The council shall appoint appropriate staff member(s) to undertake the work of the Responsible Financial Officer when the Responsible Financial Officer is absent.

17. Accounts and Accounting Statements

- a "Proper practices" in standing orders refer to the most recent version of Governance and Accountability for Local Councils – a Practitioners' Guide (England).
- b All payments by the council shall be authorised, approved and paid in accordance with the law, proper practices and the council's financial regulations.
- c The Responsible Financial Officer shall supply the Policy & Finance Committee at each meeting a summary of the accounts which includes a comparison with the budget for the financial year and highlights any actual or potential overspends.
- d As soon as possible after the financial year end at 31 March, the Responsible Financial Officer shall provide to the full council the accounting statements for the year in the form of Section 2 of the annual governance and accountability return, as required by proper practices, for consideration and approval.

Canvey Island Town Council

Notice of the audit and right to inspect the Annual Governance & Accountability Return

Annual Governance & Accountability Return for the year ended 31 March 2024

Sections 20(2) and 25 of the Local Audit and Accountability Act 2014

Section 16 of the Accounts and Audit Regulations 2015 (SI 2015/234)

	Notes
<p>1. The audit of accounts for Canvey Island Town Council for the year ended 31 March 2024 has been carried out but cannot be completed for the reasons stated in the external auditor report. The accounts have been published.</p>	<p>This notice and Sections 1, 2 & 3 of the AGAR must be published by 30 September. This must include publication on the smaller authority's website. The smaller authority must decide how long to publish the Notice for; the AGAR and external auditor report must be publicly available for 5 years.</p>
<p>2. The Annual Governance & Accountability Return is available for inspection and copying by any local government elector of the area of Canvey Island Town Council on application to:</p> <p>(a) <u>ELAINE DECAN, TOWN CLERK</u> <u>11-13 HIGH STREET, CANVEY ISLAND</u> <u>ESSEX, SS8 7RB</u></p> <p>(b) <u>TUESDAY 9.30 - 12.00 PM</u> <u>WEDNESDAY 12.30 - 2.30 PM</u> <u>THURSDAY 9.30 - 12.00 PM</u></p>	<p>(a) Insert the name, position and address of the person to whom local government electors should apply to inspect the AGAR</p> <p>(b) Insert the hours during which inspection rights may be exercised</p>
<p>3. Copies will be provided to any local government elector of the area on payment of <u>£40p</u> (c) for each copy of the Annual Governance & Accountability Return.</p>	<p>(c) Insert a reasonable sum for copying costs</p>
<p>Announcement made by: (d) <u>MRS E. DECAN - TOWN CLERK</u></p>	<p>(d) Insert the name and position of person placing the notice</p>
<p>Date of announcement: (e) <u>25.09.2024</u></p>	<p>(e) Insert the date of placing of the notice</p>

Section 1 – Annual Governance Statement 2023/24

We acknowledge as the members of:

CANVEY ISLAND TOWN COUNCIL

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2024, that:

	Agreed		Yes means that this authority
	Yes	No	
1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	prepared its accounting statements in accordance with the Accounts and Audit Regulations.
2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.
3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	has only done what it has the legal power to do and has complied with Proper Practices in doing so.
4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.
5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	considered and documented the financial and other risks it faces and dealt with them properly.
6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.
7. We took appropriate action on all matters raised in reports from internal and external audit.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	responded to matters brought to its attention by internal and external audit.
8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.
9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit.	Yes	No	N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.

This Annual Governance Statement was approved at a meeting of the authority on:

13th MAY 2024

and recorded as minute reference:

CO/022/24

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

Clerk

WWW.CANVEYISLAND-TC.GOV.UK

Section 2 – Accounting Statements 2023/24 for

CANVEY ISLAND TOWN COUNCIL

	Year ending		Notes and guidance
	31 March 2023 £	31 March 2024 £	
1. Balances brought forward	218,403	255,805	Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year.
2. (+) Precept or Rates and Levies	263,331	274,356	Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received.
3. (+) Total other receipts	47,756	20,567	Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received.
4. (-) Staff costs	121,047	113,464	Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments.
5. (-) Loan interest/capital repayments	0	0	Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any).
6. (-) All other payments	152,644	188,764	Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5).
7. (=) Balances carried forward	255,805	248,500	Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6).
8. Total value of cash and short term investments	252,603	262,242	The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation.
9. Total fixed assets plus long term investments and assets	163,256	162,756	The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March.
10. Total borrowings	0	0	The outstanding capital balance as at 31 March of all loans from third parties (including PWLB).

For Local Councils Only	Yes	No	N/A	
11a. Disclosure note re Trust funds (including charitable)		✓		The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets.
11b. Disclosure note re Trust funds (including charitable)			✓	The figures in the accounting statements above exclude any Trust transactions.

I certify that for the year ended 31 March 2024 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

Date

29.04.2024

I confirm that these Accounting Statements were approved by this authority on this date:

13.05.2024

as recorded in minute reference:

C01023/24

Signed by Chair of the meeting where the Accounting Statements were approved

Section 3 – External Auditor's Report and Certificate 2023/24

In respect of

Canvey Island Town Council - EX0042

1 Respective responsibilities of the auditor and the authority

Our responsibility as auditors to complete a **limited assurance review** is set out by the National Audit Office (NAO). A limited assurance review is **not a full statutory audit**, it does not constitute an audit carried out in accordance with International Standards on Auditing (UK & Ireland) and hence it **does not** provide the same level of assurance that such an audit would. The UK Government has determined that a lower level of assurance than that provided by a full statutory audit is appropriate for those local public bodies with the lowest levels of spending.

Under a limited assurance review, the auditor is responsible for reviewing Sections 1 and 2 of the Annual Governance and Accountability Return in accordance with NAO Auditor Guidance Note 02 (AGN 02) as issued by the NAO on behalf of the Comptroller and Auditor General. AGN 02 is available from the NAO website – <https://www.nao.org.uk/code-audit-practice/guidance-and-information-for-auditors/>

This authority is responsible for ensuring that its financial management is adequate and effective and that it has a sound system of internal control. The authority prepares an Annual Governance and Accountability Return in accordance with *Proper Practices* which:

- summarises the accounting records for the year ended 31 March 2024; and
- confirms and provides assurance on those matters that are relevant to our duties and responsibilities as external auditors.

2 External auditor's limited assurance opinion 2023/24

On the basis of our review of Sections 1 and 2 of the Annual Governance and Accountability Return (AGAR), in our opinion the information in Sections 1 and 2 of the AGAR is in accordance with Proper Practices and no other matters have come to our attention giving cause for concern that relevant legislation and regulatory requirements have not been met.

Please see below

Other matters not affecting our opinion which we draw to the attention of the authority:

We are unable to complete our review work on the AGAR and supporting documentation as a result of correspondence received in relation to 2023/24 and/or prior years. Once we have finalised our review and completed any additional work arising from that correspondence, a final report will be provided with the certificate of completion detailing any qualifications and 'other' matters.

Our fee note for the limited assurance review will be issued when we certify completion.

3 External auditor certificate 2023/24

We certify that we have completed our review of Sections 1 and 2 of the Annual Governance and Accountability Return, and discharged our responsibilities under the Local Audit and Accountability Act 2014, for the year ended 31 March 2024.

We do not certify completion because:

We have received correspondence bringing information to our attention that we must consider before certifying the completion of our review and the discharging of our responsibilities

External Auditor Name

PKF LITTLEJOHN LLP

External Auditor Signature

Date

19/09/2024



Ms E De Can
Canvey Island Town Council
11 High Street
Canvey Island
Essex
SS8 7RB

DDI:
+44 (0)20 7516 2200

Email:
sba@pkf-l.com

Date:
19 September 2024

Our Ref:
EX0042

SAAA Ref:
SB01657

Canvey Island Town Council
Annual limited assurance review for the year ended 31 March 2024

Dear Ms De Can

We have commenced our review of the Annual Governance & Accountability Return (AGAR) for Canvey Island Town Council for the year ended 31 March 2024 but cannot formally complete it. Please refer to our 'interim' external auditor report (Section 3 of the AGAR Form 3) which sets out the reasons we have not been able to complete the review. The 'interim' report is included for your attention as another attachment to the email containing this letter along with a copy of Sections 1 and 2 of the AGAR. The smaller authority must consider the report and decide what, if any, action is required.

The Accounts and Audit Regulations 2015 (SI 2015/234) set out what you must do at the conclusion of the review. In advance of the formal conclusion, we have provided the attached documents. The authority should use this 'interim' external auditor report and:

- Prepare a "Notice of audit" which details the rights of inspection, in line with the statutory requirements. We attach a pro forma notice you may use for this purpose (a Word version is available on request). It also states that the audit has not yet been completed.
- Publish the "Notice" along with the uncertified AGAR (Sections 1, 2 & 3) before 30 September, which must include publication on the smaller authority's website. (Please note that when the statute and regulations were amended in 2014 and 2015, they did not include a requirement for the length of time for which that the "Notice" must be published. The previous statute required 14 days; but it is now up to the authority to make this decision).
- Keep copies of the AGAR available for purchase by any person on payment of a reasonable sum.
- Ensure that Sections 1, 2 and 3 of the published AGAR remain available for public access for a period of not less than 5 years from the date of publication.

Fee

Our fee note for the limited assurance review will be issued when we certify completion. The standard review fee is in accordance with the fee scales set by Smaller Authorities' Audit Appointments Ltd.

Please note further charges may arise in addition to the standard fee if either:

- we have had to issue chaser letters and/or exercise our statutory powers due to a failure to provide an AGAR; or
- it was necessary for us to undertake additional work, for example due to challenge correspondence received.

Timetable for 2024/25

Next year we plan to set a submission deadline for the return of the completed AGAR Part 3 and associated documents (or Certificate of Exemption) of Tuesday 1 July 2025. It is anticipated that the instructions will be sent out during March 2025, subject to arrangements for the 2024/25 AGARs and Certificates of Exemption being finalised by Smaller Authorities' Audit Appointments Limited (SAAA). Our instructions will cover any changes about which smaller authorities need to be aware.

- The smaller authority must inform the electorate of a single period of 30 working days during which public rights may be exercised. The period must be **exactly** 30 working days, please do not set public rights dates that cover a longer period. This information **must be published at least the day before** the inspection period commences;
- The inspection period **must** include the first 10 working days of July 2025, i.e. 1 to 14 July inclusive. In practice this means that public rights may be exercised:
 - at the earliest, between Tuesday 3 June and Monday 14 July 2025; and
 - at the latest, between Tuesday 1 July and Monday 11 August 2025.

As in previous years, in order to assist you in this process we plan to include a pro forma template notice with a suggested inspection period on our website. On submitting your AGAR and associated documentation, as was the case for this year, we will need you to either confirm that the suggested dates have been adopted or inform us of the alternative dates selected.

Yours sincerely



PKF Littlejohn LLP

Community Warden

Progress Report for All Open Spaces – 14/10/2024

CANVEY LAKE

- The small box that is fitted to the bridge wall has been damaged and a new metal box has been ordered this will be fitted once electric is live.
- Cadet had their outside equipment set on fire the early hours of Monday 23rd September, part of the fence at the bottom of Deham Road car park was also burnt. See attached pictures.
- I have moved on several children and adults fishing at Canvey Lake.
- EDF – Electric will go live Wednesday 9th October.
- Issues with night fishing and anti-social behaviour call 101 and the home office code 116/11 for reporting 'Theft of Fishing' to help with the issues at the weekends.

PLAYGROUND

- Lots of graffiti on the play equipment.

BAND STAND

- Nothing to report.

WILDFLOWER MEADOW

- Meadow has been cut and bailed.

MEMORIAL GARDENS

- Lots of flowers and cable ties removed from benches.

TIDAL POOL

- I'm unable to access the tidal pool due to the revetment work.

ALL HEALTH AND SAFETY REPORTS ARE UP TO DATE FOR ALL OUR OPEN SPACES.

Allotments – Risks Reported – 2024

Appendix E

Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council
OCTOBER							
Waterside dykes are half full of water	Council	Town Clerk	Adele Wakenell	Public/Wildlife	Health / 3 rd Party Claims against CITC	Weather related	
	Council	Town Clerk	Adele Wakenell	Public/Wildlife	Health / 3 rd Party Claims against CITC		
NOVEMBER							
	Council	Town Clerk	Adele Wakenell	Public/Wildlife	Health / 3 rd Party Claims against CITC		
	Council	Town Clerk	Adele Wakenell	Public/Wildlife	Health / 3 rd Party Claims against CITC		
DECEMBER							
	Council	Town Clerk	Adele Wakenell	Public/Wildlife	Health / 3 rd Party Claims against CITC		

Band Stand – Risks Reported – 2024							Appendix E	
Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council	
SEPTEMBER								
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC			
OCTOBER								
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC			
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC			
NOVEMBER								
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC			
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC			
DECEMBER								
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC			

Canvey Play Area – Risks Reported - 2023

Appendix E

Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council
October							
Graffiti on play unit	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor will try to remove 03.10.24	
Graffiti on litter bin	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor will try to remove 03.10.24	
November							
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC		
December							
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC		

Memorial Gardens – Risks Reported – 2024						Appendix E	
Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council
OCTOBER							
8 bunches of flowers on benches	Council	Town Clerk	Community Warden – AW	Public/Wildlife	Health / 3 rd Party Claims against CITC	CW removed 03.10.24	
Dumped rubbish bag next to litter bin	Council	Town Clerk	Community Warden – AW	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor has removed 03.10.24	
Cable ties x 23	Council	Town Clerk	Community Warden – AW	Public/Wildlife	Health / 3 rd Party Claims against CITC	CW removed 03.10.24	
NOVEMBER							
	Council	Town Clerk	Community Warden – AW	Public/Wildlife	Health / 3 rd Party Claims against CITC		
	Council	Town Clerk	Community Warden – AW	Public/Wildlife	Health / 3 rd Party Claims against CITC		
DECEMBER							
	Council	Town Clerk	Community Warden – AW	Public/Wildlife	Health / 3 rd Party Claims against CITC		

Tidal Pool – Risks Reported – 2024

Appendix E

Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council
September	UNABLE TO CHECK DUE TO REVETMENT WORK						
October	UNABLE TO CHECK DUE TO REVETMENT WORK						
November							
December							

APPENDIX E

Wildflower Meadow – Risks Reported - 2024								
October		Town Council	Town Clerk	Community Warden - AR	Wildlife/Public	3 rd party claims against CITC		
November		Town Council	Town Clerk	Community Warden - AR	Wildlife/Public	3 rd party claims against CITC		
December		Town Council	Town Clerk	Community Warden - AR	Wildlife/Public	3 rd party claims against CITC		

Canvey Lake – Risks Reported – 2024

Appendix E

Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council
SEPTEMBER							
Fire in Denham Road Carpark at 1am 17.09.24 – damage to fences/ grass area and all cadet equipment	Council	Town Clerk	Community Warden – AW	Public/wildlife	Health / 3 rd Party Claims against CITC	Alan Mount is area manager and has been contacted regarding replacing and fixing damage.	
BT pole has fire damage	Council	Town Clerk	Community Warden – AW	Public/wildlife	Health / 3 rd Party Claims against CITC	Reported to BT ref number 2517152254- someone will be out within 4 hours to make safe.	
Black bag fly tipped on double bin at Denham Road and set on fire.	Council	Town Clerk	Community Warden – AW	Public/wildlife	Health / 3 rd Party Claims against CITC	23.09.24 – The contractor will try and repair top of bin.	
OCTOBER							
Grass and branches top of dyke – Link Road	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor is aware and will remove 07.10.24	
2 large holes along Lakeside Path	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor is aware and will use gravel this time to fill hazard 07.10.24	
Reeds over path	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor is aware and will remove 07.10.24	

Canvey Lake – Risks Reported – 2024

Appendix E

Risk Title	Ownership	Managed by	Risk Found By	Risk Category	Risk Type	Solution Found	Additional Cost to Council
Metal pole sticking out grass	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor is aware and will remove 07.10.24	
Notice board has graffiti	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	The contractor is aware and will try to remove 07.10.24	
Grass banks are very boggy	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC	Weather related issue 07.10.24	
Wonky bin	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC		
NOVEMBER							
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC		
DECEMBER							
	Council	Town Clerk	Community Warden – AR	Public/Wildlife	Health / 3 rd Party Claims against CITC		