

**WELLINGTON TOWN COUNCIL MINUTES 4 MARCH 2024**

**MINUTES OF THE MEETING OF WELLINGTON TOWN COUNCIL HELD AT THE UNITED REFORMED CHURCH HALL, WELLINGTON ON MONDAY 4 MARCH 2024 AT 7.00PM**

**PRESENT:** Councillor M Barr (Mayor)  
 Councillors Z Barr, C Booth, J Cole, A Govier, C Govier, R Henley, M Lithgow, J Lloyd, M McGuffie, S Mercer, S Pringle-Kosikowsky, J Thorne, K Wheatley

**In attendance:** David Farrow – Town Clerk  
 Ten members of the public  
 One member of the press

**525 TO OFFER WELCOME AND INTRODUCTIONS**

The Mayor opened the meeting and welcomed all those present.

**526 TO RECEIVE APOLOGIES FOR ABSENCE AND TO APPROVE THE REASONS GIVEN**

No apologies were received.

**527 DECLARATIONS OF INTEREST**

Councillor J Lloyd declared a personal interest in agenda item 11(i) as the Chair of Sampford Arundel Parish Council.

Councillor M Barr declared a pecuniary interest in agenda item 5 as he cleaned the windows of some of those who had attended the meeting to speak under that agenda item.

**528 MINUTES**

**RESOLVED** to approve the minutes of the additional Town Council meeting held on 21 February.

**529 QUESTIONS AND COMMENTS FROM MEMBERS OF THE PUBLIC**

A member of the public spoke to raise concerns about the poor quality of the road surface in Scott’s Lane. Councillor R Henley said that he would raise this with the County Highways Team

Four members of the public spoke to raise concerns about the organisation of the Wellington Market held on the 24 February 2024. The Town Clerk said that officers were in discussions with the organisers and had also spoken to local traders. The matter would be being considered at the Town Centre Committee meeting on the 12 March 2024.

A member of the public spoke on behalf of Churches Together and invited councillors to join the Walk of Witness on Good Friday that would commence with a service at St Johns at 10.00am and would then process to The Baptist Church at 10.45am. He also reported that the first Whacky Wednesday of the Year would take place on the 3 April 2024.

At this juncture Councillor R Henley left the meeting.

**530 TO RECEIVE AN UPDATE FROM THE LOCAL POLICING TEAM**

The report from Sergeant Jon O’Connor had been circulated prior to the meeting and was noted.

## WELLINGTON TOWN COUNCIL MINUTES 4 MARCH 2024

In response to a question Sergeant O'Connor said that the Home Office had changed the way in which some crimes had to be reported.

Councillor K Wheatley said that he had been pleased to attend the meeting with the Police and Crime Commissioner the previous Friday and it was good that he was impressed with the local team and realised how well the local police team and the Town Council worked together. He suggested that given the focus on fraud when the team next use the Pop-Up Shop they could have a focus on that.

Councillor Thorne raised concerns in relation to poor communication about ongoing cases which led to people drawing their own conclusion about what was or wasn't taking place. Sergeant O'Connor agreed that on occasions he thought that communications could be better but that it was often out of his control. He also said there was a balance to be struck between what could be said and the needs of a particular case.

### **531 TO RECEIVE A REPORT FROM THE MAYOR**

The Mayor advised that he had only attended one event in the last month which was to present awards to the Majorettes on the 22 February.

### **532 SOMERSET COUNCIL/LOCAL COMMUNITY NETWORK (LCN) UPDATE**

Councillor C Govier reported back on the LCN meeting that took place on the 6 February. She felt that the LCN still had a long way to go to be effective and hoped that the proposed working groups around Highways and Community Transport would begin to move things on.

Councillor A Govier reported that the Government had agreed Somerset Councils request for c£76m of asset sales could be used for revenue purposes. This meant the Council could set a balanced budget for 24/5 but it was not clear how it could do so for 25/6.

The Town Clerk reported that he had received a letter in relation to the Highways Steward Scheme stating that it would now not be introduced until 2025/6. He was seeking meetings with Somerset Council staff to discuss how this model could work in Wellington.

### **533 TO RECEIVE THE CLERK'S REPORT ON RECENT COUNCIL ACTIVITIES**

The Clerk's report had been circulated with the agenda and was noted.

The Town Clerk highlighted that the Temporary Banking Hub was ready to go he was just waiting for conformation from the provider that staff had been recruited to work in it. No opening date had been set but he hoped that it would be before the Lloyds branch closes.

He also reported that he and a number of other clerks of larger towns had arranged a meeting with the Chief Executive of Somerset Council and other senior officers on the 4 April to discuss how the recent devolution processes had gone and what lessons could be learned and to also start discussions about 2025/6 and what role town councils could play in delivering public services in the context of the ongoing financial challenges faced by Somerset Council.

### **534 FINANCE COMMITTEE**

The draft minutes of the meeting on 21 February had been circulated with the agenda and were noted.

## WELLINGTON TOWN COUNCIL MINUTES 4 MARCH 2024

### 535 POLICY & RESOURCES COMMITTEE

The draft minutes of the meeting held on 21 February 2024 were circulated with the agenda and noted. It was **RESOLVED**:

- (i) That should the Council be approached by parish councils to provide services, it should be receptive to such requests recognising that its priority had to be delivering services to Wellington.
- (ii) That Local Council Consulting be approached to refresh the staffing review undertaken in 2022 in the context of the forthcoming changes to the Town Councils roles and responsibilities. Also, that the role of Responsible Financial Officer be separated from the role of Town Clerk given the increasing size and scope of both roles.
- (iii) To approve the Risk Management Scheme.
- (iv) To adopt the Statement of Internal Control.
- (v) That no charges are made for tours of Toneworks but that donations would be welcomed.

### 536 BURCHILL'S HILL PUBLIC ENQUIRY

**RESOLVED** that the Town Council supported that the footpath between Millstream Gardens and Burchills Hill should be added to the Definitive Map and that the Town Clerk should write to the Planning Inspector Chairing the Inquiry to set out the Council's position.

### 537 COURTLAND ROAD

**RESOLVED** to support the proposal of introducing 'No entry' signage at the junction of Courtland Road and Beech Grove to prevent vehicles driving down Courtland Road from the Playing Field car park and support the school's informal one-way system. Councillor A Govier will liaise with the Highways Team at Somerset Council on this.

### 538 REVIEW OF COUNCIL INSURANCE

**RESOLVED** to accept the following recommendations:

- a) That the renewal from Zurich circulated with the agenda is accepted at a cost of £5,366.13,
- b) That Officers be given delegated authority to spend up to £1,000 for survey reports where required to establish appropriate cover (ref item 3c above). This to be funded from the Professional Services budget line, and
- c) Having noted and approved the renewal price above within the context of the budget of £6,000 (£633.87 remaining), and that the updates and additions in item 3 of the report will likely cause the budget line to become overspent; that Financial Regulation 4.2 is suspended (for the purposes of Insurance matters only) to allow delegated spending authority to Officers over that of the budget line to ensure the Council has the appropriate cover in place. Items of spending to be reported to the Finance Committee within the usual monthly reporting process.

**WELLINGTON TOWN COUNCIL MINUTES 4 MARCH 2024**

**539 ALLOTMENTS ADVISORY BOARD**

The minutes of the meeting held on 19 February were noted.

**540 EXCLUSION OF THE PRESS AND PUBLIC**

**RESOLVED** that under section 1(2) of the Public Bodies (Admissions to Meetings) Act 1960 that the public and press be excluded from the meeting. The reason for this is that the following item refers to matters which relate to an individual.

**541 LONGFORTH FARM ALLOTMENT SITE – FENCING**

**RESOLVED** that Abacus Construction be awarded the contract to install fencing at the Longforth Farm allotment site.

**STANDING DECLARATIONS OF INTEREST**

**Members of Somerset Council:**

Councillor Andrew Govier  
Councillor Marcus Barr  
Councillor Ross Henley

**Director of the Somerset Association of  
Local Councils**

Councillor Janet Lloyd

Mayor  
Councillor Marcus Barr .....

## TOWN COUNCIL MEETING 8 APRIL 2024

### POETENTIAL TOWN COUNCIL ROLE IN THE RAILWAY STATION DEVELOPMENT

#### 1. Introduction

1.1 The purpose of this paper is to establish the Council's position on the role it wishes to play in relation to the ownership and management of open spaces around the proposed railway station.

#### 2. Background

- 2.1 Councillors will be aware of the proposed plans for the railway station and the associated development running from Taunton Road down to the train station site from previous meetings and reports from the Metro Board overseeing the station projects both in Wellington and Cullompton.
- 2.2 Network Rail is responsible for developing and submitting plans for the railway station and car park area and West of England Developments for the associated development. An application for Outline Planning Permission for the development is being considered at the Town Council Planning Committee taking place before the Council meeting on the 8 April.
- 2.3 Through discussions as the Metro Board and between Somerset Council Planning Department and West of England Development it has become apparent that Network Rail is focussed on delivering a functional railway station and nothing more. Whilst of itself this is not unreasonable, earlier discussions with Network Rail around the station being a focus for a mobility hub and the importance of the station being a gateway to Wellington have not come to fruition leaving those important but not essential elements of the development at risk
- 2.4 Discussions between Somerset Planning Officers and West of England Developments has resulted in an amendment to the original plans to include a Station Square public realm next to the railway station which would act as a focal point for visitors to the station providing a pleasant, welcoming environment, a potential site for cycle storage facilities, cover in inclement weather etc. It could also be used to site the former Wellington Monument Pyramidion providing a real focal point for those visiting Wellington from the station (see Appendix 1 for Master Plan)
- 2.5 Whilst agreement has been reached with the developer to construct the infrastructure for the square focussing on the below ground matters like drainage and services, plus the surfacing and mounting the Monument Pyramidion, additional facilities like benches, bins, signs etc will need to be funded from elsewhere, for example by the Town Council. The Council has a budget line relating to funding of developments at the station which currently stands at £22,500 with the further proposal that it should increase to £30,000 in 2025/6. There is also the option of utilising CIL funding.. An indicative Station Square/Mobility Hub Specification is attached as Appendix 2 to this paper to give an idea of what could be included in the Station Square development.



- 3.2 Is it prepared to have ownership of the Station Square/mobility hub transferred to the Town Council and take responsibility for the future management, maintenance and development of the Square?
- 3.3 Is it prepared to taken on the ownership, management and maintenance of green spaces on the development with costs of doing so either to be covered by Precept income or a management fee charged to residents/business on the development?
- 3.4 Is it prepared to enter in to discussions with the landowner to explore the possibility of the ownership of the remainder of the ecological field being transferred to the Town Council?
- 3.5 If the above is agreed, it is further proposed that a Working Group of three councillors be formed to take this work forward and develop proposals for the Town Council to consider.

Dave Farrow  
Town Clerk  
April 2024



# Appendix 1





## Appendix 2

### Indicative Station Square Specification

- Surfacing - The paving at Coal Orchard and at the Railway Station in Taunton and approved for Firepool boulevard is [Scoutmoor yorkstone | Marshalls](#)  
There are textured and smooth options plus setts.
- Tree Planting – ideally this would include trees of a more established size (12-14) with the requisite tree pit/anchoring detail, possibly utilising the tree pits as part of the drainage scheme. Tree planting bed in paving large enough to allow perennial/pollinator planting. Uplighting of the trees desirable.
- Drainage – by tree pits and/or rain garden.
- Street furniture – 4 benches, 4 bins (general waste and recycling), signage etc, type and number to be guided by WTC. Some seating to be covered.
- Power points – 4 pop-up secure power points at appropriate locations.
- Lighting – Urbis, black lamp posts, with bat presence in mind.
- Wayfinding (as part of the wider site) – directing to town centre etc
- Public Art – the monument top – up lit with the base landscaped to discourage climbing. NB cap stone will need to be replaced as it is still atop the Monument
- Station Square branding – totem or similar
- CCTV – to be confirmed

### WSP suggestions for a Mobility Hub.

- the provision of WiFi,
- induction loop,
- mobile device charging,
- WTC notice board for travel/tourist information (taxi info, map to local landmarks etc),
- 15 covered cycle parking and 10 secured cycle storage/parking lockers,
- bike repair and pump
- public defibrillator.
- also space for the future provision of a parcel locker, space for 10 scooters, space for electric bike docking (8 cycles) (with power) and 2 cargo bike(s) and utility provision for real time travel.



## REPORT OF THE TOWN CLERK TO WELLINGTON TOWN COUNCIL TO THE MEETING OF THE TOWN COUNCIL 8 APRIL 2024

### 1. Introduction

This report will update councillors on matters not covered elsewhere on the agenda.

### 2. Council Work Plan

- As previously notified by email Darren Hill has been appointed as our new Open Spaces Manager and will be taking up his role in the 15 April 2025. We are grateful to Somerset Council for agreeing to release him early from his contract with them.
- The temporary banking hub opened on the 18 March and appears to have been generally well received. The towns Lloyds Bank Branch closed on the 25 March.
- Town Council officers have started meeting monthly with officers from Somerset Council to work on the detail of what the Town Council will be responsible for from the 1 April and to plan for April 2025.
- The Mayor and the Town Clerk attended a Metro Board meeting on the 15 March. The planned opening date has now been put back until the Spring/summer 2026 but all parties remain confident that it will happen.
- Work on the demolition of the Longforth Road toilet block started on the 25 March. The first phase of the work will see the removal of asbestos containing material by specialist contractors with the demolition proper commencing after the Easter weekend assuming the first phase of the works has gone according to plan.
- The purchase of 28-30 Fore Street was completed on the 28 March 2024.
- The Town Clerk and Deputy Town Clerk met with Worknest, the Council's HR service provider to discuss and plan the review of our employment policies, procedures and documentation.
- Following the resolution at the last Council meeting Local Council Consulting has been instructed to carry out a staffing review of the Council.
- The Town Clerk will be meeting the Chief Executive of Somerset Council and other senior officers on the 4 April to discuss the recent budget process and to begin to plan for future years.
- Please note the Annual Meeting will be held on Wednesday 1 May – we will be sending out nomination papers for the roles of Mayor and Deputy Mayor in the next couple of weeks.
- The tours of Toneworks start on the 8 April at 10.00am. To date 104 of the 120 places available have been booked and we have received over £250 in donations. Councillors are still welcome to volunteer to support the tours. We have also been given a supply of books of photographs of Toneworks created by Thread Architects who worked on the restoration project to sell. The

funding from the donations and the sale of the books will be held in a budget line and used specifically to support work at Toneworks.

### 3. Communications and Social Media

March has been a great month for communications from Wellington Town Council. Our social media presence continues to prove valuable as our Facebook page reached 18.2k pages in March, an increase of 57.5% from the previous month. We have put out several popular posts this month and the top five are as follows:

1. Banking Hub opening – 73 likes and reactions
2. Darren Hill joins Wellington Town Council – 57 reactions
3. Confirmation of Banking Hub opening date – 50 reactions
4. Work has started on Longforth Toilet Block – 27 reactions
5. Birch Villa Cakes in the Pop-Up – 19 reactions

Our sixth most popular post was regarding our D-Day Events which have been shared widely in 1940's social media pages, possibly meaning that we will succeed in drawing some out-of-town visitors in on the day of the Street Fair. In March we re-launched our newsletter and so far have 59 subscribers. We hope to grow this dedicated audience that are more interested in longer-form news about our work.

### 4. Monthly Bank Reconciliation

This will be presented to the next meeting of the Finance Committee as at the time of writing we are still waiting for year end balances from the savings accounts

### 5. April Meetings/Events

Date	Time	Event	Location	Who Involved
3 April	10.30am	Town and Parish Councils Working Group	Virtual	Town Clerk
4 April	11.00am	Meeting with town clerks and the Chief Executive of Somerset Council	Virtual	Town Clerk
8 April	10.00am and 11.15am	Toneworks Tours	Toneworks	Project Assistant and volunteers
8 April	tbc	Planning and Full Council meeting	URC Hall	All
12 April	12.30pm and 13.45pm	Toneworks Tours	Toneworks	Project Assistant and volunteers
13 April	7.00pm	Twining Dinner	The Beambridge	Mayor
14 April	4.00pm	Civic Service	St Johns	All

15 April	9.30	Twinning Visit to Wellington School	Wellington School	Mayor
17 April	10.30am	Town and Parish Councils Working Group	Virtual	Town Clerk
17 April	3.30pm and 4.00pm	Finance and Policy and Resources Committee	URC Hall	Committee Members
18 April	10.00am	Monthly Devolution meeting with Somerset Council	Chamber	Town Clerk/Deputy Clerk/Assets and Events Officer
18 April	2.00pm	Visit to Tonedale House	Tonedale House	All
22 April	9.30am	Internal Audit Visit	Chamber	Town Clerk/Deputy Town Clerk
22 April	6.00pm	Allotments Advisory Board	URC Hall	Board Members

## 6. Annual Leave

The Town Clerk is on leave the week commencing the 8 April 2024.

The Assets and Events Officer is on leave 9 – 12 April 2024 and 26 April – 7 May 2024.

The Project Assistant is on leave 24 - 30 April 2024.

Dave Farrow  
Town Clerk  
2 April 2024



**MINUTES OF THE WELLINGTON TOWN COUNCIL FINANCE COMMITTEE MEETING HELD AT UNTIED REFORMED CHURCH HALL ON TUESDAY 12 MARCH 2024 AT 5.30PM**

**PRESENT:** Councillor M Lithgow (Chair),  
Councillors M Barr, J Cole, A Govier (from 494), C Govier, M Lithgow, M McGuffie and J Thorne

**IN ATTENDANCE:** Alice Kendall – Deputy Clerk/Deputy RFO  
Annette Kirk – Assets & Events Officer  
One member of the press

**542 APOLOGIES**

No Apologies had been received.

**543 DECLARATIONS OF INTEREST**

Councillors Lloyd and A Govier have a standing personal interest declaration relating to MTMIT, the Council’s IT consultant, being a former customer of the company.

Councillor Thorne has a standing personal interest declaration relating to MTMIT, the Council’s IT consultant, being a personal friend of the company owner.

**544 PUBLIC PARTICIPATION**

No members of the public were present.

**545 MINUTES**

**RESOLVED** to approve and sign the minutes of the meeting held on 21 February 2024.

**546 ACCOUNTING STATEMENTS**

**a. TO NOTE AND APPROVE THE BANK RECONCILIATION AS AT 5 MARCH 2024**

**RESOLVED** to note and approve the bank reconciliation as presented.

**b. TO NOTE AND APPROVE EXPENDITURE FOR 15 FEBRUARY – 5 MARCH 2024**

**RESOLVED** to note and approve the expenditure as presented.

**c. TO NOTE AND APPROVE INCOME RECEIVED FOR 15 FEBRUARY – 5 MARCH 2024**

**RESOLVED** to note and approve the income as presented.

**d. TO NOTE AND APPROVE THE INCOME AND EXPENDITURE AGAINST THE BUDGET AT 5 MARCH 2024**

**RESOLVED** to note and approve the budget report as presented.

**547 GRANTS**

As per members request at the last meeting, a more general discussion on the administration of the grants policy took place. It was **RESOLVED** that, going forward, applications will be considered quarterly with appropriate windows for applications to be made being added to the Policy. It was further agreed that notes on what the finance committee can approve (i.e. up to £3,000) will be added to the guidance notes.

During this item, Councillor A Govier arrived at the meeting but did not vote in the above resolution.

**(a) Annual Review of Policy, Application Form and Guidance Notes**

These documents will be updated and brought back to the next meeting for review and approval.

**(b) Applications**

- i. **Somerset Bus Partnership** – this application was delayed and will be considered at a future meeting.

**(c) Summary**

The Summary of grants paid in the current financial year was noted.

**548 REVIEW OF DIRECT DEBITS, STANDING ORDERS AND FEES AND CHARGES**

**RESOLVED** to note and approve the schedule circulated with the agenda, as well as the creation of the three new standing orders as follows

- H T Perry - £500 – Pop Up Rent
- W T Consultancy - £150 – H&S Advisors
- Wellington Self Storage - £140 – Storage Unit

**549 PROVISION FOR TAKING CARD PAYMENTS**

**RESOLVED** to purchase two devices from SumUp – Solo option for portable usage and Air+ for office usage.

There being no further business the meeting closed at 6.05 pm

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**Minutes of a meeting of the Wellington Town Centre Committee held at the United Reformed Church Hall, Fore Street, Wellington TA21 8AG on Tuesday 12<sup>th</sup> March 2024 at 6.00pm**

**Present:** Councillors: C Booth (Chair), M Barr, C Govier, M Lithgow, J Lloyd, S Pringle-Kosikowsky, K Wheatley.

**In Attendance:** Councillor J Thorne  
Annette Kirk – Assets & Events Officer  
1 member of the press

**550 APOLOGIES**

Apologies had been received from co-opted members Zoe Old.

**551 DECLARATIONS OF INTEREST**

No Declarations of Interest.

**552 MINUTES**

**RESOLVED** to approve and sign the minutes of the Town Centre Committee meeting held on 16<sup>th</sup> March 2024.

**553 QUESTIONS AND COMMENTS FROM MEMBERS OF THE PUBLIC**

No members of the public were in attendance.

**554 POP UP SHOP**

A report had been circulated to the Committee prior to the meeting. The Committee would like to pass on their gratitude to the Community Warden and Administration Assistant for the decorating and cleaning work carried out in the shop.

**555 WELLINGTON MARKET**

Councillors M Lithgow and K Wheatley updated the committee on the current position with regards to Wellington Market. Correspondence had been received from Wellington Market informing that they will have to pass the management of the markets on to someone else. The market on 30<sup>th</sup> March will be their final event. The Committee agreed it was now the right time to explore fully all the options available around having a street market. i.e. location, trading day, frequency of market etc.

Councillor M Lithgow praised Wellington Market on how they worked to appease businesses in South Street, and they were fully committed to make the market work.

**RESOLVED** that Councillors M Lithgow, K Wheatley, and the Assets & Events Officer will work together to fully explore the options around having a street market. To engage with other organisations and individuals who may be interested in taking on the market and to bring back to the Town Centre Committee proposals to take to Full Council.

At this juncture Councillors J Thorne and M Barr left the meeting.

**556 80<sup>TH</sup> ANNIVERSARY OF D-DAY EVENTS**

**a. TONEDALE BRIDGE**

After much discussion, there was mixed feeling whether to put new artwork on the bridge or not. It was felt by not putting something on the bridge it would leave a dull blank canvas, which would encourage graffiti. It was also felt whilst there was a need for artwork in Wellington. Artwork could be better located within the town by engaging with the Community in the design.

**RESOLVED** to steam/chemical clean the mural off the bridge. The Assets and Events Officer to confirm which budget heading would cover the cost. One quotation had been received. Council Officers await receipt of two further quotations.

**b. COMMEMORATIVE FLAG**

It was agreed that the D-Day 80<sup>th</sup> Anniversary Flag would be flown in Wellington Park.

**557 TOWN COUNCIL 50<sup>TH</sup> ANNIVERSARY**

**RESOLVED** to approve the maximum spend up £600 to cover the cost of the light buffet reception after the Civic Service to be held in St. John’s Church Hall on Saturday 14<sup>th</sup> April.

**558 DATE OF NEXT MEETING:** To be advised.

The meeting ended at 7.00 pm.

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**Tonedale Bridge, Wellington - Steam/Chemical Clean**

**Quotation Summary:**

<b>Company</b>	<b>Description</b>	<b>Total Cost</b>
JAC Cleaning Services Ltd	Cleaning off the mural	£940.00
Purefect Cleaning Contractors. 29 Springfield Road Wellington TA21 8LQ	To remove mural from the bridge	£650.00
Rentokil -Specialist Hygiene 10 Eldon Way Bristol BS4 3QQ	Specialist clean to remove mural from bridge.	£4777.92

**MINUTES OF THE WELLINGTON TOWN COUNCIL ENVIRONMENT AND HERITAGE COMMITTEE HELD AT UNITED REFORMED CHURCH HALL ON WEDNESDAY 13 MARCH 2024 AT 4.00 PM**

**Present:** Councillor M McGuffie (Chairman)  
Councillors C Booth, C Govier, M Lithgow and K Wheatley

**In attendance:** David Farrow (Town Clerk)  
Stephen Tate -Climate Change Project Officer  
One member of the press  
Melissa Taylor, Climate Change Officer, Glastonbury Town Council (via video link) for agenda item 5.  
Amy Kemmish, Project Manager, Heritage at Risk, Somerset Council for agenda item 6.  
Steve Saunders, Footpath Volunteer Coordinator for agenda item 7.  
Paul Coles representing KS Coles for agenda item 8.  
One member of the public.

**559 APOLOGIES**

No apologies were received.

**560 DECLARATIONS OF INTEREST**

There were no declarations of interest.

**561 MINUTES**

**RESOLVED** to approve the minutes of the meeting held on 17 January 2024.

**562 QUESTIONS AND COMMENTS FROM MEMBERS OF THE PUBLIC**

There were no members of the public present.

**563 GLASTONBURY CLIMATE CHANGE PROJECT**

Melissa Taylor, Climate Officer Glastonbury Town Council gave a presentation on the work she is doing in Glastonbury to build climate adaptation and resilience in the town. A copy of her presentation will be circulated to committee members.

**564 HERITAGE UPDATE**

The report from Amy Kemmish had been circulated prior to the meeting.

She reported that Jo O'Hara had now left the full time employment of Somerset Council but was still working one day a week to finalise the revised Levelling Up bid paperwork for Tonedale Mill and Toneworks.

Councillor Wheatley asked when information in relation to the bid would be shared more widely and whether there would be an opportunity to contribute to shaping the bid.

Ms Kemmish said that the bid general scope was as previously submitted but that it was having to be reshaped because of increasing costs and also

changes to the buildings structure. The Town Clerk said he would discuss a timetable for agreeing how information could be shared with Ms Kemmish outside of the meeting. Ms Kemmish reported that the owner of Tonedale Mill appeared to be willing to comply with the requirements of the Notice that had been served.

Councillor Lithgow asked what progress was being made on progressing enforcement action in relation to the former Teare's Newsagent shop. Ms Kemmish said that this was with the Councils Enforcement Team.

The Town Clerk advised the Committee that it was his understanding that from 1 April 2024 the Heritage at Risk Team funding would be coming from the Levelling Up Bid funding and therefore work outside of that project would no longer be within their remit. It would be for the Town Council to follow up enforcement action with Somerset Council. Ms Kemmish confirmed that this was the case.

Ms Kemish left at this juncture.

#### **565 FOOTPATH UPDATE**

Steve Saunders updated the Committee on the work of the footpath volunteers. He said that the focus had been on clearing urban paths of fallen leaves and supporting the Community warden with this work particularly along the path running behind Court Fields School.

He also reported that he would be meeting with John Melrose the area footpath coordinator from Somerset Council and looking to connect with footpath volunteers in neighbouring parishes.

#### **566 GREEN CORRIDOPR ADVISORY BOARD**

The notes of the meeting held on the 10 January 2024 had been circulated in advance of the meeting along with an explanatory note from Councillor McGuffie.

Paul Coles from KS Coles Ltd explained to the Committee their proposal to convert some land around Trinity farm into a Local Nature Reserve. The land links with Hilly head by the cemetery through to the Swains Lane Nature Reserve and would be used to develop Biodiversity Net Gain credits and for phosphate mitigation. The family's intention is that the land would be a Nature Reserve in perpetuity. The Town Clerk reported that he was in discussion with Somerset Council about how to designate the land as a Nature Reserve.

The Committee welcomed the proposal and thanked Mr Coles for the presentation.

- (i) It was agreed that it was important that the Green Corridor Management Plan should be subject to further consultation utilising the Pop-Up Shop and in events planned for the last week of April. It

was agreed not to make any recommendations to the Full Council at this stage.

- (ii) It was agreed that further consideration was required in relation to the potential relocation of one of the Wellingtonia trees in Linden Meadow.

**567 CLIMATE CHANGE STRATEGY**

The Town Clerk and Climate Change Officer reported on the progress made to date in developing an action plan to deliver the strategy.

It was **RESOLVED** to commission support from the Centre of Sustainable Energy at a cost of £1,140 to establish a baseline for carbon emissions in the town and begin to develop an action plan.

**568 HEDGEHOG HIGHWAY PROJECT**

It was **RESOLVED** not to participate in this project.

**569 INSTALLATION OF DROPPED KERBS – DARK PATH/WELLESLEY PARK**

It was **RESOLVED** not to progress the installation of dropped kerbs given the proximity of dropped driveway access close to the footpath entrances.

**570 BRIDGE BETWEEN WEAVERS REACH AND FOX'S FIELD**

The Town Clerk reported that he had received the survey shortly before the meeting started and that he would circulate to committee members. He also reported that the surveyor had given informal advice in relation to the bridge and culvert at the bottom of Linden Drive which he would also circulate.

**There being no further business, the meeting closed at 6.00 pm**

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**Councillor M McGuffie**  
**Chairman**



## TOWN COUNCIL MEETING

8 April 2024

### FUNDING OF CCTV PROVISION IN WELLINGTON

#### 1. Introduction

1.1 The purpose of this paper is to seek a decision from the Council on whether it wishes to enter into a three-year Service Level Agreement with Somerset Council for the provision of a monitored CCTV service in the town.

#### 2. Background

- 2.1 Councillors will be aware from previous meetings that Somerset Council had proposed to cease provision of the CCTV service that it provides to ten town councils across Somerset as part of its budget saving proposals for 2024/5.
- 2.2 The current service covers the provision and maintenance of six analogue CCTV cameras in the town (see appendix 1 for the location map). The cameras are monitored 24/7 365 days a year by a Somerset Council team based in Bridgwater House, Bridgwater which can contact and be contacted by the local policing team to provide information and immediate or retrospective images.
- 2.3 Historically there has been no charge to Wellington Town Council for this service. Other town councils have contributed towards the cost of the service but the amount depended on which former district council area they were part of so there was no consistency in relation to charging.
- 2.4 Discussions have been ongoing between the town clerks of the affected towns and Somerset Council officers to establish if there was a way through which the service could continue on a traded basis which resulted in estimated costs being provided to enable budget setting. As a result, at the Council's budget setting meeting on 31 January 2024 the Council resolved to set aside £25,000 to fund the cost of CCTV provision in the town based on these estimated costs.
- 2.5 As a result of the discussions referenced above Somerset Council officers recommended to Somerset Council that the CCTV Service could continue but only on a traded basis. This was approved by Somerset Council at its budget meeting in February.
- 2.6 Since then, further discussions have been held between town clerks and Somerset Council officers which has resulted in a proposal for a three-year Service Level Agreement between individual town councils and Somerset Council setting out the Management and Maintenance Obligations for the continuing provision of the current CCTV service. It should be noted that the final costings from Somerset Council for the service for Wellington have been come to £16,800 per annum increasing by RPI year on year. A copy of the proposed SLA is attached as Appendix 2.

2.7 Councillors will be aware from the minutes of 8 January 2024 Council meeting of Sergeant Jon O'Connor's views of the importance of CCTV provision to his team to support them in carrying out their role.

2.8 During discussions with Somerset Council officers, we were advised that two cameras are currently non-operational and that, subject to the Town Council agreeing to continue with the service, these would be replaced with updated digital cameras at no cost to the Town Council as soon as possible in the new financial year.

2.9 The Council previously considered upgrading the CCTV provision in the town from analogue to digital in 2022 but at the time decided not to progress that because of the cost. However now that Somerset Council has agreed to upgrade two of the cameras at no cost to the Town Council, it may wish to consider looking again at upgrading the remaining four cameras.

2.10 Initial indications from Somerset Council suggest that there is a cost of around £3,000 per camera to upgrade from analogue to digital providing a much better quality of image. Given the budget set for funding the service for 2024/5 exceeds what the final costs has been quoted as by £8,200 the Council could:

- Fund the replacement of a further two cameras in 2024/5 from within the set budget and replace the remaining two in 2025/6 from the same budget line:
- Fund the replacement of three cameras in 2024/5 by allocating £800 from another budget line with the final camera to be upgraded in 2025/6 or
- Fund the replacement of all four cameras in 2024/5 by allocating a further £3,800 from another budget line.

2.11 In terms of which budgets could be used to cover any additional costs over the CCTV budget for 2024/5 of £25,000, should the Council choose to go down that route, there is:

- a £2,000 line for Community Safety,
- a balance of £176,500 in the Community Infrastructure Levy budget line, or
- The Council could agree that the original budget line be overspent with the balance being drawn from the general reserve.

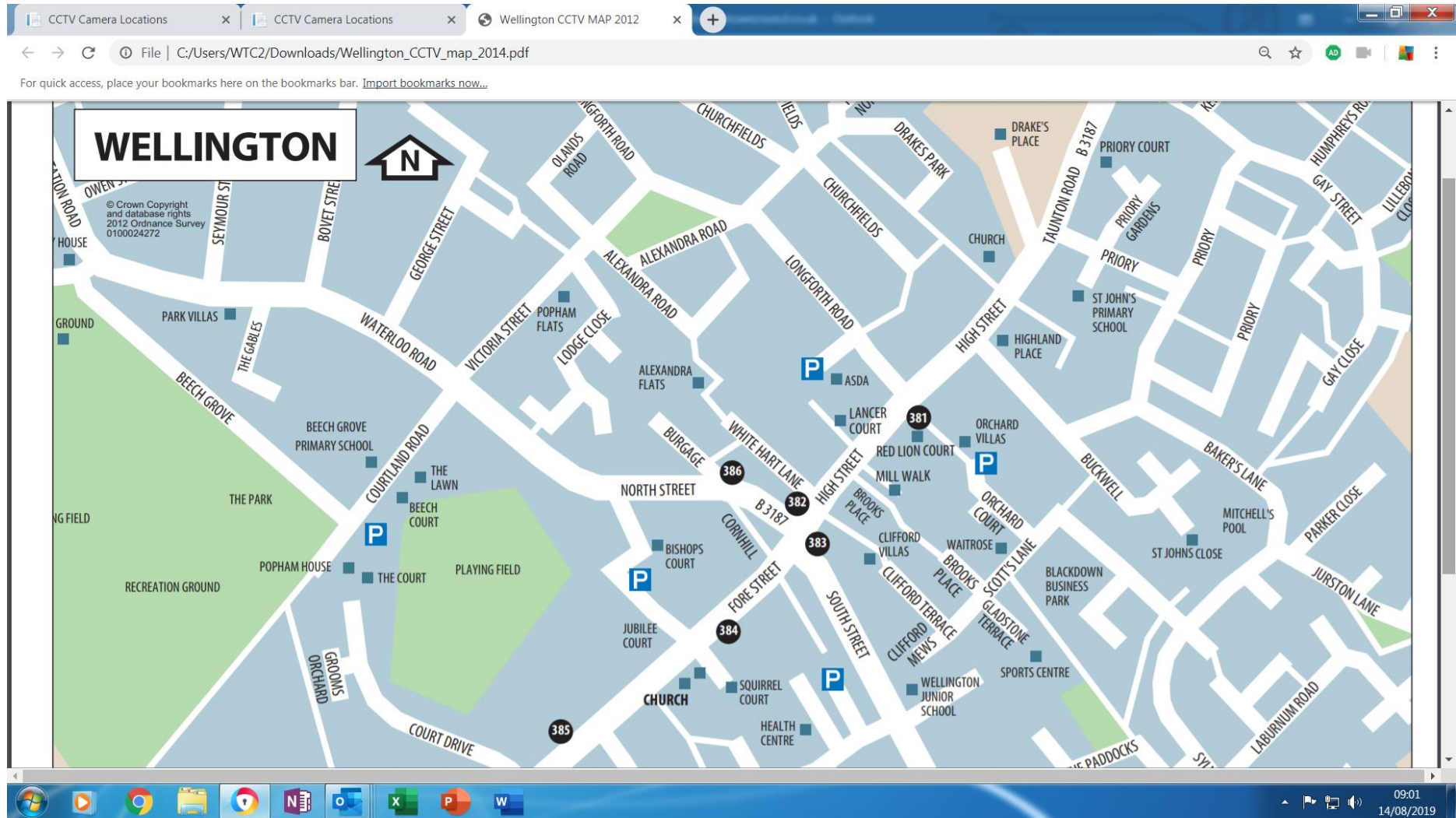
### **3. Considerations**

3.1 Does the Council wish to enter into a three-year Service Level Agreement with Somerset Council set out in Appendix 2 to secure the ongoing provision of the current service?

3.2 Does the Council wish to commission the upgrading of the remaining four cameras to digital and if so, which option set out in paragraph 2.10 above does it wish to follow and if additional funding is required in 2024/5 where should it be drawn from?

Dave Farrow  
Town Clerk  
April 2024







## SERVICE LEVEL AGREEMENT – CCTV, Management and Maintenance Obligations

<b>Document Owner:</b>	Somerset Council
------------------------	------------------

**Version**

Version	Date	Description	Author
1		Service Level Agreement	
1.2	8/3/2024	Revised Service level Agreement	SAD

**Approval**

*(By signing below, all Approvers agree to all terms and conditions outlined in this Agreement.)*

Approvers	Party	Signed	Approval Date
	Somerset Council ("The Council")		
	Council ("the Client")		

This Agreement comes into force on the most recent Approval Date

## Contents

1.0	Parties to Agreement.....	2
2.0	Duration of Agreement.....	2
3.0	Service Level.....	2
4.0	Review of this Agreement.....	2
5.0	Services Aims and Objectives.....	3
6.0	Payment Arrangements.....	3
7.0	Administrations and Technical Support.....	3
8.0	Increase/Decrease in Service and Termination.....	3
9.0	Councils Additional Responsibilities.....	3
10.0	Clients Additional Responsibilities.....	4
11.0	Liability.....	4
12.0	Force Majeure and Disaster Recovery Plan.....	4
13.0	Arbitration.....	4
	Signatories to this Agreement.....	5
	APPENDIX 1 THE SERVICE.....	6
	APPENDIX 2 –ANNUAL CONTRIBUTION.....	9

### 1.0 Parties to Agreement

1.1 (1) Somerset Council (The ‘Council’) and (2) \*\*\*\* Council,

### 2.0 Duration of Agreement

2.1 Shall come into force on 1<sup>st</sup> April 2024 and shall remain for 3 years, ending 31<sup>st</sup> March 2027.

### 3.0 Service Level

3.1 The Service being provided by the Council under this Agreement relates to the procurement and installation, management and maintenance of a Video Management Solution and the monitoring, maintenance and management of a CCTV monitoring system (together the CCTV IT, Management and Maintenance Obligations) in accordance with the established CCTV Code of Practice in the administrative area served by **INSERT TC NAME**

3.2 This Agreement establishes the performance levels for the Service as set out in Appendix 1 (the Service Level) and the annual financial contribution payable by **INSERT TC NAME** towards the Service as set out in Appendix 2 (the Annual Contribution).

### 4.0 Review of this Agreement

4.0 This Agreement will be reviewed by the Council and **INSERT TC NAME** on an annual basis.

4.1 Either party may suggest a variation to the terms of this Agreement including a variation to the Services provided to take account of any changes in law or change in how **INSERT TC NAME**

functions. Such a request should be made in writing to the Service Director, Regulatory and Operational Services or the client.

4.2 Any changes to this Agreement must be agreed by both parties and documented and a new version updated as part of ongoing version control.

## 5.0 Services Aims and Objectives

5.1 The Council shall provide the Service to **INSERT TC NAME** to the Service Level and in accordance with the legitimate aims of the service as set out in the Code of Practice.

5.2 Active liaison between the parties is essential. Liaison on a day-to-day basis will be between the CCTV Manager and client who shall provide and update their contact details to one another in a prompt and timely manner.

## 6.0 Payment Arrangements

6.1 The Client shall pay to the Council the Annual Contribution as set out in Appendix 2 within 30 days of the Councils invoice for each financial year or part thereof comprised in the Term.

6.2 All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

## 7.0 Administrations and Technical Support

7.1 The Council shall provide the administrative and technical support necessary to provide, support and manage the Service to the Service Level. The parties each acknowledge that the Video Management System Solution shall remain in the ownership of the Council and the CCTV Equipment identified in Appendix 1 will remain in the ownership of **INSERT TC NAME**.

## 8.0 Increase/Decrease in Service and Termination

8.1 Where the Council and/or the Client require changes to the Service or the areas covered these changes shall be negotiated and accommodated at the earliest opportunity and recorded in writing in accordance with Clause 4.2 above.

8.2 If the payments or any part of them shall remain unpaid for a period of 30 calendar days after they have become due, the Council may give the Client 14 days notice to terminate this Agreement. Unless such sum has been paid before the expiration of such notice, this Agreement shall upon such expiration cease and the Council's obligations under it shall cease but without prejudice to the liability of the Client in respect of such or any other breach of this Agreement.

8.3 In all other circumstances, each party shall give the other not less than 6 (six) months written notice of its intention to terminate this Agreement.

## 9.0 Councils Additional Responsibilities

9.1 To provide a response to all complaints/enquiries within 7 working days.

9.2 To advise the Client of foreseen difficulties in Service delivery at least 5 working days prior to any anticipated disruption to Service Level

9.3 To advise the Client of any outage, non-operation, or inability to monitor any camera that is likely to persist for more than 6 hours within one working day of the day on which the event arises.

9.4 To obtain the Clients approval in advance of addition, change or removal of permanent camera locations affecting its town.

## 10.0 Clients Additional Responsibilities

10.1 To liaise with the Council to assess the operational position of the Service should they have any suggestions of complaints

10.2 To consider the level of Service requested by the Client ensuring adequate provision for any agreed service improvements or increases in areas requiring CCTV.

10.3 To consider reports (condition surveys) carried out by the contractor and provided by the Council on the need for additional or complimentary CCTV and make clear decisions on the finance for such work.

10.4 To advise the Council on any events within their area which may place additional capacity on the service.

## 11.0 Liability

11.1 Save for liability for death or personal injury arising from their negligence and/or the failure to deliver the service compliantly within the regulatory frameworks, the Council will not be liable to the Client in respect of any loss or damages incurred by the Client as a result of a failure by the Council to provide the Service.

11.2 Copyright of all images and tapes of all images will remain the property of the Council. However, as the nominated responsible officer for the day to day operation of the CCTV system, the Commissioning Officer (CCTV) has a legal obligation to ensure compliance with the Data Protection Act 2018 and the UK General Date Protection Regulation 2021 and will make all decisions on the release of information.

## 12.0 Force Majeure and Disaster Recovery Plan

12.1 Neither party shall have any liability under or be deemed to be in breach of this Agreement for any delays or failures in performance which result from circumstances beyond the reasonable control of that party (an event of "Force Majeure"). In the event that a Force Majeure event continues for a continuous period of more than 6 months, either party may terminate this Agreement by written notice to the other party.

## 13.0 Arbitration

13.1 Any dispute, difference or question between the parties to this Contract with respect to any matter or thing arising out of or relating to this Contract which cannot be resolved by negotiation within a reasonable time (being no more than 28 days) and except insofar as may be otherwise provided in this Contract, shall be referred to relevant Service Director in the first instance. Should the matter remain unresolved then the relevant Executive Director will make the decision between them and their decision shall be final and binding.

## Signatories to this Agreement

Somerset Council

Date

\*\*\*\*\* Council

Date

## APPENDIX 1 THE SERVICE

The Council shall provide:

1. A published annual report outlining the service operation summary, related to this agreement
2. Reasonable access to such images as allow the Client to maintain good governance aligned with the legitimate aims of the Service e.g. insurance claims
3. Right of access to such management and operational information as further the aims of good governance
4. An annual stock condition report outlining the status of the suite of cameras, repairs and maintenance undertaken and outlining investment/maintenance needs for the ensuing 12 months.
5. An annual overview of costs associated with the Service, to include a financial summary of any and all monies held in reserve on behalf of the Client
6. A Service Risk Register

In addition the Council will

7. Arrange the repair/replacement of the CCTV Equipment, as it becomes faulty, in accordance with its maintenance schedule. In the event of any camera being beyond immediate repair contact will be made with the Client to advise and seek further instructions. For repair work, the Council will liaise with the Client over timescales, once the information has been received from the contractor.
8. Undertake at least 1 routine maintenance visit per year, by the contractor, where cameras will be inspected for defects & serviced as necessary. The Client will be informed, and provided with a copy of the report when it has taken place.
9. Investigate and respond to all complaints from members of the public concerning the operation of the CCTV cameras.
10. Liaise with operational partners including the Police on a regular basis to ensure the system is utilised to its maximum potential but still remains within the operational parameters. In particular, keeping under review the operational need for cameras in conjunction with the Client as required under the Freedom of Information Act 2000
11. Register the system under the Data Protection Act 2018 and to assess the schemes impact on the Human Rights Act and other legislation as it is introduced.
12. Undertake management checks and audits as necessary to ensure the system is operated professionally, competently and in accordance with Data Protection laws, UK GDPR, Human Rights legislation, the Freedom of Information Act 2000 and other relevant applicable legislation.
13. Operate and bear the cost associated with the police "Airwave" unit installed in the control room and covering the Somerset area.
14. Recorded images will at all times remain in the Council's ownership.
15. Provide quarterly reports to include:
  - The length of time each of its camera were not operative, being monitored or recorded due to faults (by camera location)
  - What that fault was with each camera, the monitoring or recording system
  - Any updates or repairs by camera (e.g. new part ordered etc)

- On a best endeavours basis, reports or access to reports from the VMS to enable the Client to understand the active use and monitoring of cameras in their area.
  - A quarterly report of incidents identified by CCTV Operators, including if the incident was reported to the Police. Where reported to the police whether CCTV images have been provided to the Police.
16. Managing the contract with the contractor (“the Contract”) who maintains the cameras
  17. Ensuring any breakdowns/technical faults are minimized and rectified as soon as is reasonably practicable in order that down time is minimal and the Service outlined can be delivered as per specification set out in the Contract.
  18. It is important to emphasise that the CCTV system is not a “spy” system. It is intended to assist in the detection of crime and the criminals involved, and to provide evidence in support of successful prosecutions. There will be no interest shown in or deliberate monitoring of, people carrying out their legitimate business. Where covert operations are required, legitimate requests will be made through the relevant RIPA delegations.
  19. The system will meet the legitimate aims as set out in the Code of Practice
    - To help reduce the fear of crime and antisocial behaviour.
    - To deter crime and antisocial behaviour.
    - To detect crime and antisocial behaviour and provide video images as evidence in both criminal and civil proceedings.
    - To assist in the overall good management of local authority function in Somerset
    - To enhance community safety, assist in developing the economic wellbeing of the Authority areas and encourage greater use of Town Centres, car parks etc.
    - To assist the parties to achieve their respective enforcement and regulatory functions.
    - To assist in Traffic Management where applicable.

### **System Operation**

The following services will be provided by the Council:

20. To record images from all the Clients cameras 24 hours a day, 365 days a year and manage the supporting storage system.
21. Operating the Police radio system.
22. To staff the control room 24 hours a day, 365 days a year with highly trained and licenced CCTV operators.
23. To monitor, on rotation, all CCTV cameras throughout Somerset 24 hours a day, 365 days a year proactively with the intention to identify criminal and anti-social behaviour.
24. The Council cannot guarantee to capture or respond to every incident. Monitoring will be carried out along with other cameras owned by the Council. The Monitoring Officers or the Council’s Management or the Police will determine priorities.
25. The Council reserves the right to suspend monitoring of the Cameras for the purposes of updating, repairing or renewing equipment in the Council’s Control Room or in the event that the Control Room is relocated or in the event of industrial action. The Client to be notified as set out in section 9.
26. Where an incident is identified by an operator (or via police radio, member of the public etc) the operator will take appropriate action



27. To respond to any criminal incident identified by a CCTV operator or referred to the control room from other agencies/partners.
28. Footage is held for 28 days, unless requested to be held for the purposes of an investigation. If there is sufficient grounds (under relevant code of practices) then the footage can be held for longer.
29. To record all observed incidents of criminal and anti-social activity and refer such activity to the appropriate agency for a response.
30. To provide recorded material of acceptable evidential standards to the Police for criminal prosecutions. Such evidence will include all necessary paperwork, operator logs and witness statements.
31. To provide recorded material of acceptable evidential standard to the Client for the purpose of pursuing the legitimate aims of the service e.g. damage to Council property
32. To undertake pre-arranged presentations of the systems effectiveness to community representatives of the Client.
33. To complete and retain all written and electronic information relating to the system for the recommended period of time in accordance with the Data Protection Act 2018 and the UK GDPR.
34. The Council will be responsible for authorising all requests from the Police, HM Customs and Revenue Service, appropriate Government Agencies and any other duly authorised official organisation to use the CCTV cameras as part of a surveillance operation/criminal investigation

## APPENDIX 2 –ANNUAL CONTRIBUTION

### 1. Monitoring Charges Camera's

- (i) For the financial year 2024/2025 the charges shall be as follows

Charge per camera (Year 2024/25) - £\* x Number of cameras monitored – \*  
Annual Monitoring Charge - £  
Quarterly Monitoring Charge

- (ii) For the financial year 2025/2026 and 2026/27 the charges shall be as for the previous financial year with an annual uplift in line with RPI

Year 2:

Year 3:

### 2. Ad-Hoc Costs, Expenses and Charges

Any further costs, expenses or charges incurred in relation to the Service will be the responsibility of the Client

Example of new camera cost:

## APPENDIX 3 – SLA MEETING AGENDA

These shall be in the form of 1 individual meeting per year, and one whole group meeting per year, with partners (police) invited.

1. Introduction
2. Round up of activity (statistics) over the previous period (SC)
3. Feedback from Town Council
4. Camera location review
5. Camera downtime / repair during the period
6. Forward look – replacement / new camera
7. AOB

## APPENDIX 4 – NATIONAL CCTV CODE OF PRACTICE

[Surveillance Camera Code of Practice \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

## APPENDIX 5 – CCTV CAMERAS AND LOCATIONS

(camera number, location, model, likely replacement)

## WELLINGTON TOWN COUNCIL – MONUMENT PLANTER

Somerset Council are currently storing the Monument Planter which was made and by Reg Grabham and given to the Town Council around 1992 - it uses 25 different size planters. It was Stored by SWT and planted every year. Around 6 years ago it did not get planted out, as repairs were needed.

Town Centre Committee meeting on 16<sup>th</sup> January 2024 it was resolved to retain the Monument Planter and to obtain further costs to maintain, plant and install.

Somerset Council delivered the planter to Montaz Engineering Solutions Ltd and asked them to supply and fit new hangers to the 3<sup>rd</sup> side, mount to frame and modify frame. Also to make a transport bracket. The planter is being held with Montaz Engineering Solutions Ltd waiting Town Council Decision. Quotation: £575.00

The Town Council to decide location for the Monument Planter.

Photos for reference below:

Recent photo in store.



OLD PHOTOS:







Montaz Engineering Solutions Ltd  
Manor Farm Workshops, Hele  
Taunton, Somerset, TA4 1AH  
Tel No 01823 461157 - Email: info@mon-taz.co.uk

Wellington Town Council  
28 Fore Street  
Wellington  
TA21 8AQ

Ref: Obelisk

Dear Annette

To supply and fit new hangers on 3<sup>rd</sup> side of the Obelisk , mount to frame and modify frame . To also make a transport bracket as requested .

Total price : £575.00

Kind regards

Jason Bailey ( MD )

**FULL COUNCIL MEETING****8 April 2024****CITIZENS ADVICE SOMERSET ACCOMMODATION****1. Introduction**

1.1 The purpose of this paper is to seek a decision from the Council on how it wishes to proceed with providing accommodation to Citizens Advice Somerset (CAS) in 28 Fore Street following the purchase of the building from Somerset Council.

**2. Background**

2.1 Councillors will know that CAS offer in person appointments in Wellington 2 days per week from two ground floor offices in 28 Fore Street.

2.2 There was a tenancy at will agreement formed in 2005 with the former owners Taunton Deane BC and subsequent Councils Somerset West & Taunton and then Somerset Council.

2.3 The agreement allowed for a rental amount which was 'on demand'. The demand was never produced by former owners – thus allowing CAS to use the area free of charge.

2.4 The original agreement has been used as a template which has been updated and is attached at Appendix 1.

2.5 The rental amount is a pro rata amount based on a £ per square meter amount as paid by Cash Access UK at 30 Fore Street.

2.6 I met with Angela Kerr, CEO of CAS and her colleague and they are explicit in their wish to remain in the offices pending agreement by Council.

2.7 There has previously been a patch of damp below the window which was remediated over 12 months ago and should be ready to be re-painted. Officers recommend that the entirety of the two rooms are redecorated to freshen the space. This work can be carried out by the Community Warden with spend coming from the Re-Decoration budget line for 28-30 Fore St (£5,000)

**3. Considerations**

3.1 The Council should consider, and make appropriate resolutions on, the following;

3.1.1 Do the Council agree to allowing CAS use of 2 offices as detailed in the agreement?

3.1.2 If so, is the agreement acceptable and do they plan to demand rental payments?

3.1.3 Does the Council approve a re-decoration to be carried out by the Community Warden?

Alice Kendall  
Deputy Clerk/Deputy RFO  
April 2024

## TENANCY AT WILL AGREEMENT

BETWEEN

WELLINGTON TOWN COUNCIL of 28-30 Fore Street,  
Wellington, TA21 8AQ (The Landlord)

AND

CITIZEN'S ADVICE SOMERSET of Lower Ground Floor,  
Petters House Petters Way, Yeovil, BA20 1SH (The  
Tenant)

DATED:

1. The Tenant shall occupy and use the premises known as The Former Cash Office, 28 Fore Street, Wellington, which for identification purposes are marked A003 and A002 on the attached plan, as a tenant at the will and pleasure of the Landlord from 1 April 2024, in accordance with Clause 8 of this agreement.
2. The Tenant shall be allowed the use of the common areas of the building, as labelled A001, A004 and A007 (Lobby, Circ and WC) on the attached plan.
3. The rent shall be the sum of £44.80 per week, exclusive of rates but inclusive of electricity, heating, and a contribution towards the cost of maintaining and cleaning the common areas of the building. The rental shall be payable in arrears, upon demand, to the Landlord.
4. The Tenant shall be responsible for keeping the interior of the premises clean and in good and tenable repair and condition. The Tenant shall take the premises in their existing condition and hand the same back in no worse a condition at the end of the tenancy.
5. The Landlord shall be responsible for repairing and maintaining those parts of the premises that are not specifically the Tenants responsibility and for insuring the same, but not the contents therein.
6. The Tenant shall not do or cause to be done any act that may prejudice or invalidate the Landlords insurance cover or require a higher premium to be paid.

7. The Tenant shall be responsible for contacting the Statutory Undertakers for the provision of any additional services that may be required and shall be liable for the payment of any costs incurred.
8. The Tenant shall have sole use of the areas as mentioned in Clause 1 above with the use being limited to offices in connection with the tenant's usual business activities only.
9. The Tenant shall not carry out any alterations to the premises, without the prior consent of the Landlord, such consent shall not be unreasonably withheld.
10. This Tenancy at Will is determinable by either party at any time upon giving notice in writing.
11. This Tenancy at Will confers no rights of compensation upon determination.
12. The Tenant shall not assign or sublet either the whole or any part of the premises, this is an absolute bar.
13. The Landlord shall reserve the right to enter upon the premises at all reasonable times, upon giving notice, to view the state and condition of the same and for the purpose of carrying out any obligations stated in this Agreement.
14. The Tenant shall at all times comply with Local Planning requirements and all appropriate Statutory Orders or directions, particularly Health and Safety requirements.
15. The Tenant shall at all times hold Public Liability Insurance with a company approved by the Landlord in the sum of not less than £10,000,000. A copy of the insurance certificate will be provided to the Landlord yearly on renewal.
16. The Tenant shall not erect or display any sign boards, without the previous consent of the Landlord.

Signed

On Behalf of the Landlord	On Behalf of the Tennant

