



# Cyngor Gwledig LLANELLI Rural Council

Clerc i'r Cyngor  
**Mark Galbraith** A.C.I.S.  
Clerk to the Council

Adeiladau Vauxhall, Vauxhall, Llanelli, Sir Gaerfyrddin, SA15 3BD  
Vauxhall Buildings, Vauxhall, Llanelli, Carmarthenshire, SA15 3BD  
Ffôn / Tel.: (01554) 774103  
E.bost / E.mail: enquiries@llanelli-rural.gov.uk

Fy nghyf:  
My ref:

Eich cyf:  
Your ref:

Gofynnwch am:  
Please ask for:

24 Medi, 2020

Annwyl Gynghorydd

Gelwir amoch i gymryd rhan mewn cyfarfod o'r **CYNGOR** sydd i'w gynnal yn Siambr y Cyngor, Adeiladau Vauxhall, Llanelli, a thrwy bresenoldeb o bell ar Ddydd Mercher, 30 Medi, 2020, am 2.00 p.m.

Yr eiddoch yn gywir

  
CLERC I'R CYNGOR

## AGENDA

1. Penodi arweinydd dros dro i'r cyfarfod o un o'r aelodau sy'n cymryd rhan ac sy'n bresennol yn Siambr y Cyngor.  
(Mae hyn yn angenrheidiol i gydymffurfio'n syml â'r pethau ymarferol sy'n gysylltiedig â'r trefniadau arwain. Mae'r penodiad yn gyfyngedig i faterion gweithdrefn o gwmpas presenoldeb o bell ac nid yw'n cyflwyno unrhyw hawliau i'r unigolyn yn nhermau pleidlais fwrw neu faterion polisi. Mae'r hawliau hyn yn parhau gyda Chadeirydd y Cyngor).
2. Hysbysu'r aelodau o ymadawiad mab y Cynghorydd Fozia Akhtar ac i sefyll yn dawel i dalu teymged.
3. Derbyn ymddiheuriadau am absenoldeb.
4. Derbyn Datganiadau o Ddiddordeb gan yr Aelodau parthed y busnes sydd i'w drafod
5. (1) Cadarnhau a llofnodi y Cofnodion canlynol fel cofnod cywir o'r trafodion  

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- (2) Ystyried unrhyw faterion sy'n codi o'r Cofnodion er gwybodaeth yn unig.
6. Trafod trefniadau ar gyfer y Cyfarfod Blynnyddol.



Mae Cyngor Gwledig Llanelli yn croesawu gohebiaeth yn Gymraeg neu yn Saesneg  
Llanelli Rural Council welcomes correspondence in Welsh or English



7. Gardd Gymunedol/Rhandiroedd ger Llys Caradog, Trallwm - ystyried y dogfennau canlynol oddi wrth y Cyfreithiwr Cynorthwyol, Cyngor Sir Caerfyrddin ynglŷn â phrydles i'r ardal:
  - (1) Ebost
  - (2) Cynllunio yn cynnwys ffordd mynediad
  - (3) Gweithred y Pensaer (drafft)
  - (4) Gweithred y Contractwr (drafft)
  - (5) Prydles ddrafft- wedi'i diwygio ar gyfer Cyfraniad Gwaith a Thai (tracio'r drafft)
  - (6) Cynllun diwygiedig terfynol
  - (7) Dogfen Briffio'r Prosiect
8. Neuadd Gymunedol Saron – i ystyried cais oddi wrth Gyngor Sir Caerfyrddin a Phennaeth Ysgol Bynea i ddefnyddio'r adeilad fel gofod ar gyfer ystafell ddosbarth ychwanegol i fyny hyd at o leiaf Medi 2021 tra bydd gwaith adeiladu yn mynd ymlaen yn yr ysgol.
9. Ysgol Heol Goffa – Dogfen Ymgynghorol – ailddatgan cytundeb y Cyngor (o dan bwerau dirprwyedig) i opsiwn dewisol cynigion Cyngor Sir Caerfyrddin i adleoli Ysgol Heol Goffa:

“Opsiwn 4 (*dewisol*) Adeilad ysgol newydd i gapasiti o 120 sy'n darparu cyfleuster 21 ganrif gyda chanolfan seibiant 5 gwely a phwll hydro bychan. Opsiwn dewisol o'r tymor canolig i'r tymor hir.”
10. Symud Ffonau Talu Cyhoeddus – derbyn cynnig BT i symud ffonau talu cyhoeddus yn Heol Sandy, Llanelli a Heol Maesarddafen, Llwynhendy.
11. Gosod mainc goffa ym Mharc Dafen - ystyried cais a dderbyniwyd oddi wrth Mr G. Letheren i osod mainc goffa ym Mharc Dafen.
12. 'Playlist for Life' - i ymateb i ymholiad oddi wrth Gydlynnydd Lleol Elusen Cerddoriacth Dementia a fyddai gan y Cyngor ddiddordeb mewn dod yn Bwynt Cymorth Cymuned 'Playlist'.
13. Gwasanaeth Clinig Toriadau - derbyn a nodi cadarnhad oddi wrth Brif Weithredwr Bwrdd Iechyd Prifysgol Hywel Dda o adleoliad dros dro Gwasanaeth Clinig Toriadau o Ysbyty'r Tywysog Phillip i Ysbyty Cyffredinol Glangwili yn ystod pandemig Covid-19 yn unig
14. Materion Cynllunio:
  - (1) Tir yn Fferm Blaenhiraeth, Llangennech – ymhellach i gofnod Rhif 169 (Medi 16, 2019) i dderbyn gwahoddiad i wneud sylw ar gais cynllunio a gyflwynwyd gan Voltaia UK Ltd o dan Rheoliadau Datblygiadau o Arwyddocâd Cenedlaethol (2016) oddi wrth yr Arolygwr Cynllunio.

(2) Ceisiadau Cynllunio – Cytuno ar ymateb y Cyngor parthed y ceisiadau cynllunio canlynol a dderbyniwyd oddi wrth Gyngor Sir Caerfyrddin:

- (a) PL/00155 11 Maes Delfyn, Bryn.
- (b) PL/00238 Bynea Sewerage Treatment Works, Bynea.
- (c) PL/00255 48 Bryn Uchaf, Bryn.
- (d) PL/00292 22 Y Fron, Llanelli.
- (e) PL/00297 267 Pant Bryn Isaf, Llanelli.
- (f) PL/00302 Uned 2, Parc Masnach Dafen, Dafen.
- (g) PL/00319 Fferm Bryngroes Fawr, Pum Heol.
- (h) PL/00323 Fferm Bryngroes Fawr, Pum Heol.
- (i) PL/00328 Bryngroes Fawr Farm, Pum Heol.
- (j) PL/00338 40 Hill Top, Dyffryn Swistir.
- (k) PL/00340 Fferm Pencae, Felinfoel.

(3) I nodi yn ôl-weithredol ymateb i geisiadau cynllunio y deliwyd â hwy o dan bwerau dirprwyedig y Clerc o 2 Gorffennaf, 2020 i 22 Medi, 2020.

15. Materion Ariannol:

(1) I nodi er gwybodaeth, Rhestr Taliadau ar gyfer Mehefin a Gorffennaf 2020 ar gyfer:

- (a) Adran Weinyddol
- (b) Gwasanaethau Claddu
- (c) Adran Hyfforddiant.

(2) Gwasanaethau Claddu - i argymhell y dylai'r swm o £34,361 a gynhwysir o fewn cod 350 Prif Ddatblygiadau EMR (Claddedigaeithau) a nodwyd yn flaenorol ar gyfer adran blant newydd gael ei ddefnyddio i ariannu gardd goffa newydd.

(3) Symud Cymunedau Ymlaen Gyda'n gilydd (ACT)- ystyried cais am gymorth ariannol oddi wrth y Tîm Cymdogaeth Ddiogelach i gefnogi ACT.

16. Deddf Cyrff Cyhoeddus (Mynediad i Gyfarfodydd), 1960 - ystyried gwahardd aelodau o'r cyhoedd yn ystod ystyried y materion canlynol oherwydd natur gyfrinachol y busnes i'w drafod.

17. Dysgu seiliedig ar Waith – i ystyried a chytuno i lofnodi'n ddigidol y Cytundeb Lefel Gwasanaeth a gyflwynwyd gan Grŵp NPTC o Golegau i Bartneriaid Consortiwm o dan frandio Academi Sgiliau Cymru i bwrpas Dysgu seiliedig ar Waith a phrosiectau ariannu allanol craill.

18. Cynllun Kickstart – i dderbyn adroddiad y Rheolwr Hyfforddiant ynglŷn ag ymgysylltiad gyda menter y DU yn eang sy'n cynnig cyfleoedd profiad gwaith cymorthdaledig i bobol ifanc.

19. Cronfa Datblygu Cymunedol – ymhellach i Gofnod Rhif 489 i ystyried gwybodaeth oddi wrth y Rhcolwr Technegol a Gwasanaethau Claddu ar ddarpariaeth coed Nadolig yn y gymuned.

20. Adnoddau Dynol - Materion Staffio – i ystyried adroddiad y Dirprwy Glere.



# Cyngor Gwledig

## LLANELLI Rural Council

*Clerc i'r Cyngor*  
**Mark Galbraith** A.C.S.  
*Clerk to the Council*

Adeiladau Vauxhall, Vauxhall, Llanelli, Sir Gaerfyrddin, SA15 3BD  
Vauxhall Buildings, Vauxhall, Llanelli, Carmarthenshire, SA15 3BD  
Ffôn / Tel.: (01554) 774103  
E.bost / E.mail: enquiries@llanelli-rural.gov.uk

*Fy nghyf:*  
*My ref:*

*Eich cyf:*  
*Your ref:*

*Gofynnwch am:*  
*Please ask for:*

24 September, 2020

Dear Councillor

You are summoned to participate in a **COUNCIL** Meeting to be hosted at the Council Chamber, Vauxhall Buildings, Vauxhall, Llanelli, and via remote attendance on Wednesday, 30 September, 2020, at **2.00 p.m.**

Yours sincerely

  
**CLERK to the COUNCIL**

### AGENDA

1. To temporarily appoint a meeting host from one of the members participating in person at the Council Chamber.  
(This is necessary to simply comply with the practicalities associated with the hosting arrangements. The appointment is limited to matters of procedure surrounding remote attendance and confers no rights on the individual in terms of a casting vote or matters of policy. These rights remain with the Chairman of Council.)
2. To inform Members of the passing of the Son of Cllr. Fozia Akhtar and to stand in silent tribute.
3. To receive apologies for absence.
4. To receive Members' Declarations of Interest in respect of the business to be transacted.
5. (1) To confirm and sign the following Minutes as a true record of proceedings:-

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- (2) To consider any matters arising from the Minutes for information purposes only.
6. To discuss arrangements for the Annual Meeting.



Mae Cyngor Gwledig Llanelli yn croesawu gohebiaeth yn Gymraeg neu yn Saesneg  
Llanelli Rural Council welcomes correspondence in Welsh or English



7. Community Garden/Allotments near Llys Caradog, Trallwm – to consider the following documents from the Assistant Solicitor, Carmarthenshire County Council on the lease for the area:
  - (1) Email
  - (2) Planning including access way
  - (3) Architect's Deed (draft)
  - (4) Contractor's Deed (draft)
  - (5) Draft Lease – Amended for the Works and Housing Contribution (draft tracked)
  - (6) Final amended plan
  - (7) Project Briefing document
8. Saron Community Hall – to consider a request received from Carmarthenshire County Council and the Headteacher of Bynea School to use the premises as additional classroom space up until at least Summer 2021 while building/construction works are proceeding at the school.
9. Ysgol Heol Goffa – Consultation Document – to reaffirm the Council's agreement (under delegated powers) for the preferred option of Carmarthenshire County Council's proposals to relocate Ysgol Heol Goffa:

"Option 4 (*preferred*) New build 120 capacity school providing 21<sup>st</sup> century facility with a 5 bed respite centre and a small hydro pool. Preferred option for the medium to long term."
10. Removal of Public Payphones – to receive BT's proposal to remove public pay phones at Sandy Road, Llanelli and Macsarddafen Road, Llwynhendy.
11. Installation of a memorial bench at Dafen Park – to consider a request received from Mr. G. Letheren to place a memorial bench at Dafen Park.
12. Playlist for Life – to respond to an enquiry received from the Local Co-ordinator of the Music Dementia Charity on whether the Council would be interested in becoming a Playlist Community Help Point.
13. Fracture Clinic Service – to receive and note confirmation from the Chief Executive of Hywel Dda University Health Board of the temporary relocation of the Fracture Clinic Service from Prince Philip Hospital to Glangwili General Hospital during the Covid-19 pandemic only.
14. Planning matters:
  - (1) Land at Blaenhiraeth Farm, Llangennech – further to Minute No. 169 (16 September, 2019), to receive an invitation to comment on a planning application submitted by

Voltalia UK Ltd under The Developments of National Significance (Wales) Regulations 2016 from The Planning Inspector.

(2) Planning Applications – to agree the Council's response in respect of the following planning applications received from Carmarthenshire County Council:

- (a) PL/00155 11 Maes Delfyn, Bryn.
- (b) PL/00238 Bynea Sewerage Treatment Works, Bynea.
- (c) PL/00255 48 Bryn Uchaf, Bryn.
- (d) PL/00292 22 Y Fron, Llanelli.
- (e) PL/00297 267 Pant Bryn Isaf, Llanelli.
- (f) PL/00302 Unit 2, Dafen Trade Park, Dafen.
- (g) PL/00319 Bryngroes Fawr Farm, Five Roads.
- (h) PL/00323 Bryngroes Fawr Farm, Five Roads.
- (i) PL/00328 Bryngroes Fawr Farm, Five Roads.
- (j) PL/00338 40 Hill Top, Swiss Valley.
- (k) PL/00340 Pencaeau Farm, Felinfoel.

(3) To retrospectively note the response to planning applications dealt with under the Clerk's delegated powers from 2 July, 2020 to 22 September, 2020.

15. Financial matters:

(1) To note for information, the Schedules of Payments for June and July 2020 for the:

- (a) Administration Department
- (b) Burial Services
- (c) Training Department.

(2) Burial Services - to recommend that the amount of £34,361 included within code 350 EMR (Burials) Major Developments previously identified for a new infant section be used to fund a new garden of remembrance.

(3) Advancing Communities Together (ACT) – to consider an application for financial assistance from the Llanelli Neighbourhood Policing Team to support ACT.

16. Public Bodies (Admission to Meetings) Act, 1960 – to consider excluding members of the public during consideration of the following matters owing to the confidential nature of the business to be transacted.

17. Work Based Learning– to consider and agree to digitally sign the Service Level Agreement issued by NPTC Group of Colleges to Consortium Partners under the Skills Academy Wales branding for the purpose of Work Based Learning and other external funding projects.

18. Kickstart Scheme – to receive the report of the Training Manager on involvement with the UK wide initiative offering subsidised work experience opportunities for young people.

19. Community Development Fund – further to Minute No. 489, to consider information from the Technical & Burial Services Manager on the provision of Christmas trees in the community.

20. Human Resources - Staffing Matters - to consider the report of the Deputy Clerk.



Wendy Evans

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**Subject:** FW: Community Garden/Allotments near Llys Caradog, Trallwm  
**Attachments:** Dwyfor Growing Spaces - Plan including accessway.pdf; Architects Deed (draft).doc; Contractors Deed (draft).doc; Draft Lease - Amended for the Works and Housing Contribution CLEAN COPY 22.09.20.pdf; Draft Lease - Amended for the Works and Housing Contribution DRAFT TRACKED (2) 22.09.20.docx; Final Amended Plan.pdf; Project Briefing Document December 2019.pdf

**Importance:** High

**From:** Nikki L Rees  
**Sent:** 22 September 2020 15:42  
**To:** Bob Powell  
**Cc:** post < Mark Galbraith <  
**Subject:** Community Garden/Allotments near Llys Caradog, Trallwm  
**Importance:** High  
**For the attention of Bob Powell**

Dear Sirs,

**Your Client:** Llanelli Rural Council  
**Re:** Lease of Community Garden near Llys Caradog  
**Your Ref:** LRC/15832/RP/EG

Further in this matter, I have taken instructions regarding the housing grant of £25,000 and understand that Llanelli Rural are to use this money to undertake works to the Property as detailed in the Project Briefing Paper.

The Council require a clawback provision so that if the works are not completed by the Project Completion Date then the Transfer Grant is to be paid back to the Council.

Please see attached an amended draft lease for your approval – I have provided one copy with track changes so that it is easier to see the amendments and I also attach a clean copy. The numbering seems to have gone out of sync in the tracked version but the clean copy appears to have the correct numbering. Clause 15 deals with the clawback provision and Schedule 1 at the back of the draft lease deals with the provisions relating to the works.

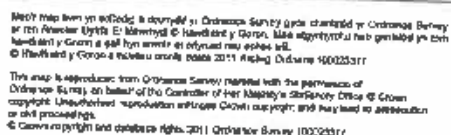
I also attach a template draft Architects Deed and Contractors Deed which will need to be amended once we know who will be appointed to undertake these roles. These two documents are draft templates only and have not been approved by my instructing surveyor yet but I will take instructions on these in due course.

In addition to the above, I attach amended plans – please could you confirm whether you clients would be interested in taking on the extended area including the garages and the access lane (coloured yellow) as part of the asset transfer? I think originally the access lane was going to be a right of way granted to your client, however, my instructing officer have asked whether this can also be taken over by the Rural Council as part of the asset transfer?

I look forward to hearing from you.

Kind Regards,

Assistant Solicitor / Cyfreithiwr Cynorthwyol  
Administration & Law / Gweinyddiaeth a'r Gyfaith  
Carmarthenshire County Council / Cyngor Sir Caerfyrddin



Collateral warranty—person performing supervisory  
functions under building contract to landlord—tenant  
carrying out works

EFP 22(4): 06/2019.

*This precedent is enabled with automated clause numbering and cross-referencing.  
(Select All (CTRL A) and use F9 to update the numbering and cross-referencing.)*

Dated [date]

[name of Consultant]

— and —

Carmarthenshire County Council

[title]

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THIS AGREEMENT is made on

## PARTIES

- (1) [name of consultant] [of [address] OR Company Registration Number [number] whose registered office is at [address]] (Consultant) and
- (2) Carmarthenshire County Council of County Hall, Carmarthen, SA31 1JP (Landlord) which term shall include its permitted assignees

In consideration of £1 paid by the Landlord to the Consultant (receipt of which the Consultant acknowledges)  
THE PARTIES AGREE: OR THIS DEED witnesses:

### 1 Interpretation

- 1.1 Unless the context otherwise requires, references to clauses or schedules are references to clauses or schedules of this Agreement.
- 1.2 Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.
- 1.3 References to persons include individuals, companies, limited liability partnerships, firms, partnerships, joint ventures, associations, organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate government agencies, committees, department authorities and other bodies incorporated or unincorporated.
- 1.4 References to the masculine gender include the feminine and the neuter genders and vice versa.
- 1.5 The headings to clauses and other parts of this Agreement are for reference only and do not affect its construction.
- 1.6 Obligations owed by or to more than one person are owed by or to them jointly and severally.

### 2 Background

- 2.1 By a lease (the Agreement) dated \_\_\_\_\_ and made between (1) the Landlord and (2) Llanelli Rural Council of Vauxhall Buildings, Vauxhall, Llanelli (the Tenant), the Tenant agreed to carry out certain works (the Works) brief details of which are set out in Schedule 2 on the premises (the Premises) described in Schedule 1.
- 2.2 On [date] the Tenant entered into a contract (the Building Contract) with [name of contractor] (the Contractor) providing for the Contractor to carry out the Works.
- 2.3 The Consultant has been appointed to perform the functions of [architect OR quantity surveyor OR supervising officer OR *as the case may be*] under the Building Contract.
- 2.4 The terms of the Agreement require the Tenant to ensure that the Consultant enters into this Deed.

### 3 Duty of care

- 3.1 The Consultant covenants with the Landlord that the Consultant has exercised and will continue to exercise all reasonable skill, care and diligence expected of a person performing the functions of [architect OR quantity surveyor OR supervising officer OR *as the case may be*] under the Building Contract including, without limitation, the function of issuing any certificates under clause [number of clause of building contract providing for the issue by the architect etc of a certificate of practical completion or the equivalent] of the Building Contract.
- 3.2 The provisions of clause 3.1 are not to affect or lessen any other duty the Consultant may at any time owe to the Landlord in respect of the matters referred to in that clause in any way.
- 3.3 The Landlord shall be deemed to have relied and to rely upon the exercise of the Consultant's skill, care and diligence under this Agreement.
- 3.4 No approval or inspection of the Works or of any designs or specifications or the testing of any work or materials by or on behalf of the Landlord and no omission to inspect or test shall negate or diminish any duty or liability of the Consultant arising under this Agreement.

#### **4 Prohibited materials**

Without limiting the generality of and subject to clause 3, the Consultant further warrants:

- 4.1 that it has not specified and will not specify for use;
- 4.2 that it has exercised and will continue to exercise reasonable skill, care and diligence to see that there are not used;
- 4.3 that It is not aware and has no reason to suspect or believe that there have been or will be used; and
- 4.4 that it will promptly notify the Landlord in writing if it becomes aware or has reason to suspect or believe that there have been or will be used,

in or in connection with the Works, materials or substances other than in accordance with the guidance in the publication 'Good Practice in the Selection of Construction Materials 2011' published by the British Council for Offices or the edition of which as may be current at the date of this Agreement.

#### **5 Landlord's authority to issue instructions**

The Landlord has no authority to issue any direction or instruction to the Consultant in relation to performance of the Consultant's duties under the terms of its appointment.

#### **6 Consultant's acknowledgement**

The Consultant acknowledges that the Tenant has paid all fees and expenses due and owing to the Consultant under the terms of its appointment up to the date of this Agreement and that the Landlord has no liability to the Consultant in respect of fees and expenses under that appointment.

#### **7 Copyright**

- 7.1 The copyright in all drawings, reports, specifications, bills of quantities, calculations and other similar documents (the Documents) provided by the Consultant in connection with the Works shall remain vested in the Consultant but the Landlord shall have an irrevocable and royalty free licence to copy and use the Documents and to reproduce the designs contained in them for any purpose related to the Works including, but without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, repair or extension of the Works.
- 7.2 The Consultant shall, if the Landlord so requests and undertakes in writing to pay the Consultant's reasonable copying charges, promptly supply the Landlord with conveniently reproducible copies of the Documents.
- 7.3 The Consultant shall have no liability for any loss or damage caused by any person using the Documents for any purpose other than a purpose connected with the Works.

#### **8 Professional indemnity insurance**

- 8.1 The Consultant shall maintain professional indemnity insurance covering (without limitation) all liability under this Agreement upon customary and usual terms and conditions prevailing for the time being in the insurance market and with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than 10 million for any one occurrence or series of occurrences arising out of any one event for a period expiring no earlier than 12 years after the date of practical completion of the Works, provided always that such insurance is available at commercially reasonable rates in the insurance market at large.
- 8.2 Any increased or additional premium required by insurers by reason of the Consultant's own claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 8.3 The Consultant shall immediately inform the Landlord if such insurance ceases to be available at commercially reasonable rates in the insurance market at large in order that the Consultant and the Landlord can discuss means of best protecting the respective positions of the Landlord and the Consultant in respect of the Works in the absence of such insurance.



- 8.4 The Consultant shall fully co-operate with any measures reasonably required by the Landlord including (without limitation) completing any proposals for insurance and associated documents for maintaining insurance at rates above commercially reasonable rates if the Landlord undertakes in writing to reimburse the Consultant in respect of the net cost of such insurance to the Consultant above commercially reasonable rates or, if the Landlord effects such insurance at rates at or above commercially reasonable rates, reimbursing the Landlord in respect of what the net cost of such insurance to the Landlord would have been at commercially reasonable rates.
- 8.5 As and when it is reasonably requested to do so by the Landlord, the Consultant shall produce for inspection documentary evidence (including, if required by the Landlord, the originals of the relevant insurance documents) that its professional indemnity insurance is being maintained.
- 8.6 In the event of any dispute arising in relation to the issue of whether insurance has ceased to be available in the insurance market at large at commercially reasonable rates:
- 8.6.1 either party may refer such dispute to a person to be agreed upon between them (the **Expert**) or failing such agreement within 3 days of the dispute arising to be selected at the instance of either party by the President for the time being of The Royal Institute of Chartered Surveyors;
  - 8.6.2 the Expert shall act as an expert and not as an arbitrator;
  - 8.6.3 the Expert shall endeavour to reach a decision within 28 days of referral and the Expert's decision shall be final and binding on the parties;
  - 8.6.4 the Expert's fees and the parties' legal costs shall be borne by the parties equally or in such other proportions as the Expert shall direct.

## **9 Assignment**

The Consultant agrees that the benefit of this Agreement may be assigned on two occasions only by the Landlord without the consent of the Consultant being required. Further assignments may be made with the written consent of the Consultant, such consent not to be unreasonably withheld or delayed.

## **10 Net contribution**

In the event of any breach of this Agreement, the Consultant's liability under this Agreement shall be limited to that proportion of the Landlord's losses by reason of the breach which it would be just and equitable to require the Consultant to pay having regard to the extent of the Consultant's liability for the same and on the basis that *[list of other consultants]* shall be deemed to have provided contractual undertakings on terms no less onerous than this Agreement to the Landlord in respect of performance of their services in connection with the Works and shall be deemed to have paid to the Landlord such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

## **11 Notices**

Any notice to be given by the Consultant under this Agreement shall be deemed to be duly given if it is delivered by hand at, or sent by registered post or recorded delivery to, the above-mentioned address of the Landlord or to the principal business address of the Landlord for the time being and any notice to be given by the Landlord under this Agreement shall be deemed to be duly given if it is addressed to *[[name of consultant]* OR 'the Senior Partner' OR 'the Managing Director'] and delivered by hand at, or sent by registered post or recorded delivery, to the above-mentioned address of the Consultant or to the principal business address of the Consultant for the time being and, in the case of any such notices, they shall, if sent by registered post or recorded delivery, be deemed to have been received 48 hours after being posted.

## **12 Third parties**

No person who is not a party to this document shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**13 Limitation**

No action or proceedings under or in respect of this Agreement shall be brought against the Consultant after:

- 13.1 the expiry of 12 years from the date of practical completion of the Works; or
- 13.2 where such date does not occur, or the Consultant performed services in relation to the Works later than such date, the expiry of 12 years from the date the Consultant last performed services in relation to the Works.

**14 Law and jurisdiction**

- 14.1 This Agreement shall be governed by and construed in accordance with English and Welsh laws.
- 14.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement each of the parties irrevocably submits to the jurisdiction of the English courts and waives any objection to any legal action or proceedings in those courts on the grounds of venue or on the grounds that the legal action or proceedings have been brought in an inappropriate forum.

[AGREED by the parties etc OR EXECUTED AS A DEED by the parties etc]



**SCHEDULE 1**  
**THE PREMISES**

---

Land at the rear of Llys Caradog, Dwyfor, Brynsierfel and Lon Ceiriog, Llanelli, SA14 9EH registered at the Land Registry under title numbers CYM255233 and CYM255131

SCHEDULE 2  
THE WORKS

---

*[describe the works]*

Collateral warranty—building contractor to landlord—  
tenant carrying out works

EFP 22(4): 06/2019.

*This precedent is enabled with automated clause numbering and cross-referencing.  
(Select All (CTRL A) and use F9 to update the numbering and cross-referencing.)*

Dated [date]

[name of Contractor]

— and —

Carmarthenshire County Council

[title]

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THIS AGREEMENT is made on

## PARTIES

- (1) [name of contractor] [of (address) OR Company Registration Number (number) whose registered office is at (address)] (**Contractor**) and
- (2) Carmarthenshire County Council of County Hall, Carmarthen, SA31 1JP (**Landlord**) which term shall include its permitted assignees

In consideration of £1 paid by the Landlord to the Contractor (receipt of which the Contractor acknowledges) THE PARTIES AGREE: OR THIS DEED witnesses:

### 1 Interpretation

- 1.1 Unless the context otherwise requires, references to clauses or schedules are references to clauses or schedules of this Agreement.
- 1.2 Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular.
- 1.3 References to persons include individuals, companies, limited liability partnerships, firms, partnerships, joint ventures, associations, organisations or trusts (in each case whether or not having separate legal personality) and corporations sole and aggregate government agencies, committees, department authorities and other bodies incorporated or unincorporated.
- 1.4 References to the masculine gender include the feminine and the neuter genders and vice versa.
- 1.5 The headings to clauses and other parts of this Agreement are for reference only and do not affect its construction.
- 1.6 Obligations owed by or to more than one person are owed by or to them jointly and severally.

### 2 Background

- 2.1 By a lease (the **Agreement**) dated (1) the Landlord and (2) Llanelli Rural Council of Vauxhall Buildings, Vauxhall, Llanelli (the **Tenant**), the Tenant agreed to carry out certain works (the **Works**) brief details of which are set out in Schedule 2 on the premises (the **Premises**) described in Schedule 1.
- 2.2 On [date] the Tenant entered into a contract (the **Building Contract**) with the Contractor providing for the Contractor to carry out the Works.
- 2.3 The terms of the Agreement require the Tenant to ensure that the Contractor enters into this Deed.

### 3 Duty of care

- 3.1 The Contractor covenants with the Landlord that the Contractor has duly performed and observed, and will continue to duly perform and observe, all the terms of the Building Contract on the Contractor's part to be performed and observed and, without limiting the generality of this obligation, the Contractor warrants that it has exercised and will continue to exercise reasonable skill, care and diligence in the performance of its duties to the Tenant under the Building Contract.
- 3.2 The provisions of clauses 3.1 are not to affect or lessen any other duty the Contractor may at any time owe to the Landlord in respect of the matters referred to in that clause in any way.
- 3.3 The Landlord shall be deemed to have relied and to rely upon the exercise of the Contractor's skill, care and diligence under this Agreement.
- 3.4 No approval or inspection of the Works or of any designs or specifications or the testing of any work or materials by or on behalf of the Landlord and no omission to inspect or test shall negate or diminish any duty or liability of the Contractor arising under this Agreement.

### 4 Prohibited materials

Without limiting the generality of and subject to clause 3, the Contractor further warrants:

- 4.1 that it has not used or specified and will not use or specify for use;

- 4.2 that it has exercised and will continue to exercise reasonable skill, care and diligence to see that there are not used;
- 4.3 that it is not aware and has no reason to suspect or believe that there have been or will be used; and
- 4.4 that it will promptly notify the Landlord in writing if it becomes aware or has reason to suspect or believe that there have been or will be used,

in or in connection with the Works, materials or substances other than in accordance with the guidance in the publication 'Good Practice in the Selection of Construction Materials 2011' published by the British Council for Offices or the edition of which as may be current at the date of this Agreement.

## **5 Landlord's authority to issue instructions**

Subject to the provisions of clause 9, the Landlord has no authority to issue any direction or instruction to the Contractor in relation to performance of the Contractor's duties under the Contract.

## **6 Acknowledgement**

The Contractor acknowledges that the Tenant has paid all fees and expenses due and owing to the Contractor under the terms of the Contract up to the date of this document and that, subject to the provisions of clause 9, the Landlord has no liability to the Contractor in respect of sums due under the Contract.

## **7 Copyright**

- 7.1 The copyright in all drawings, reports, specifications, bills of quantities, calculations and other similar documents (the Documents) provided by the Contractor in connection with the Works shall remain vested in the Contractor but the Landlord shall have an irrevocable and royalty free licence to copy and use the Documents and to reproduce the designs contained in them for any purpose related to the Works including, but without limitation, the construction, completion, maintenance, letting, promotion, advertisement, reinstatement, repair or extension of the Works.
- 7.2 The Contractor shall, if the Landlord so requests and undertakes in writing to pay the Contractor's reasonable copying charges, promptly supply the Landlord with conveniently reproducible copies of the Documents.
- 7.3 The Contractor shall have no liability for any loss or damage caused by any person using the Documents for any purpose other than a purpose connected with the Works.

## **8 Professional indemnity insurance**

- 8.1 The Contractor shall maintain professional indemnity insurance covering (without limitation) all liability under this Agreement upon customary and usual terms and conditions prevailing for the time being in the insurance market and with reputable insurers lawfully carrying on such insurance business in the United Kingdom with a limit of indemnity of not less than [amount] for any one occurrence or series of occurrences arising out of any one event for a period expiring no earlier than 12 years after the date of practical completion of the Works, provided always that such insurance is available at commercially reasonable rates in the insurance market at large.
- 8.2 Any increased or additional premium required by insurers by reason of the Contractor's own claims record or other acts, omissions, matters or things particular to the Contractor shall be deemed to be within commercially reasonable rates.
- 8.3 The Contractor shall immediately inform the Landlord if such insurance ceases to be available at commercially reasonable rates in the insurance market at large in order that the Contractor and the Landlord can discuss means of best protecting the respective positions of the Landlord and the Contractor in respect of the Works in the absence of such insurance.
- 8.4 The Contractor shall fully co-operate with any measures reasonably required by the Landlord including (without limitation) completing any proposals for insurance and associated documents for maintaining insurance at rates above commercially reasonable rates if the Landlord undertakes in writing to reimburse the Contractor in respect of the net cost of such insurance to the Contractor above commercially reasonable rates or, if the Landlord effects such insurance at rates at or above

commercially reasonable rates, reimbursing the Landlord in respect of what the net cost of such insurance to the Landlord would have been at commercially reasonable rates.

- 8.5 As and when it is reasonably requested to do so by the Landlord, the Contractor shall produce for inspection documentary evidence (including, if required by the Landlord, the originals of the relevant insurance documents) that its professional indemnity insurance is being maintained.
- 8.6 In the event of any dispute arising in relation to the issue of whether insurance has ceased to be available in the insurance market at large at commercially reasonable rates:
- 8.6.1 either party may refer such dispute to a person to be agreed upon between them (the Expert) or failing such agreement within 3 days of the dispute arising to be selected at the instance of either party by the President for the time being of [name of institution];
  - 8.6.2 the Expert shall act as an expert and not as an arbitrator;
  - 8.6.3 the Expert shall endeavour to reach a decision within 28 days of referral and the Expert's decision shall be final and binding on the parties;
  - 8.6.4 the Expert's fees and the parties' legal costs shall be borne by the parties equally or in such other proportions as the Expert shall direct.

## **9 Novation**

- 9.1 The Contractor covenants with the Landlord:
- 9.1.1 not to exercise or seek to exercise any right that may be or become available to determine the Building Contract or to treat it as determined; and
  - 9.1.2 not to discontinue or suspend the performance of any of the Contractor's obligations under the Building Contract,
- without first serving on the Landlord not less than [period] notice (a **Contractor's Notice**) specifying the Contractor's grounds for so doing.
- 9.2 The Landlord covenants with the Contractor promptly to notify the Contractor (a **Landlord's Notification**) if at any time the Agreement has been determined by re-entry by the Landlord.
- 9.3 Following service of a Contractor's Notice or, as the case may be, the giving of a Landlord's Notification, the Contractor must, if so required by the Landlord but at the Landlord's expense, supply to the Landlord full details of the amounts due from the Tenant to the Contractor under the Building Contract that have not been paid and such other information concerning the progress of the Works and other matters arising in relation to the Building Contract as the Landlord may [reasonably] require.
- 9.4 Within [period] after the date of service of a Contractor's Notice, or, as the case may be, the date on which a Landlord's Notification is given, time in either case being of the essence, the Landlord may serve on the Contractor a notice invoking the provisions of clause 9.5 (a **novation notice**).
- 9.5 If a novation notice is served on the Contractor, the following provisions of this clause are to have effect:
- 9.5.1 the Landlord must immediately pay to the Contractor any amounts due to the Contractor under the Building Contract that have not been paid[, but without interest on any overdue payment];
  - 9.5.2 If the carrying out of the Works has been suspended, the Contractor must immediately recommence the Works;
  - 9.5.3 the Contractor must subsequently proceed to carry out the Works in accordance with, and must otherwise comply with the Contractor's obligations under, the Building Contract, and is to be bound by the terms of the Building Contract despite any grounds the Contractor may previously have had for determining it or treating it as determined and must accept the instructions of the Landlord as the employer under the Building Contract in place of the Tenant;

9.5.4 the Landlord must subsequently comply with the obligations of the employer under the Building Contract and is to be bound by the terms of the Building Contract in like manner as if the Landlord had been the employer originally named in the Building Contract.

**10 Assignment**

The Contractor agrees that the benefit of this Agreement may be assigned on two occasions only by the Landlord without the consent of the Contractor being required. Further assignments may be made with the written consent of the Contractor, such consent not to be unreasonably withheld or delayed.

**11 Net contribution**

In the event of any breach of this Agreement, the Contractor's liability under this Agreement shall be limited to that proportion of the Landlord's losses by reason of the breach which it would be just and equitable to require the Contractor to pay having regard to the extent of the Contractor's liability for the same and on the basis that *[list of consultants]* shall be deemed to have provided contractual undertakings on terms no less onerous than this Agreement to the Landlord in respect of performance of their services and obligations in connection with the Works and shall be deemed to have paid to the Landlord such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

**12 Notices**

Any notice to be given by the Contractor under this Agreement shall be deemed to be duly given if it is delivered by hand at, or sent by registered post or recorded delivery to, the above-mentioned address of the Landlord or to the principal business address of the Landlord for the time being and any notice to be given by the Landlord under this Agreement shall be deemed to be duly given if it is addressed to the Contractor and delivered by hand at, or sent by registered post or recorded delivery to, the above-mentioned address of the Contractor or to the principal business address of the Contractor for the time being and, in the case of any such notices, they shall, if sent by registered post or recorded delivery, be deemed to have been received 48 hours after being posted.

**13 Third parties**

No person who is not a party to this document shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**14 Limitation**

No action or proceedings under or in respect of this Agreement shall be brought against the Contractor after:

14.1 the expiry of 12 years from the date of practical completion of the Works; or

14.2 where such date does not occur, or the Contractor performed services in relation to the Works later than such date, the expiry of 12 years from the date the Contractor last performed services in relation to the Works.

**15 Law and jurisdiction**

15.1 This Agreement shall be governed by and construed in accordance with English and Welsh laws.

15.2 In relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement each of the parties irrevocably submits to the jurisdiction of the English courts and waives any objection to any legal action or proceedings in those courts on the grounds of venue or on the grounds that the legal action or proceedings have been brought in an inappropriate forum.

[AGREED by the parties etc OR EXECUTED AS A DEED by the parties etc]



**SCHEDULE 1**  
**THE PREMISES**

---

Land at the rear of Llys Caradog, Dwyfor, Brynsierfel and Lon Ceiriog, Llanelli, SA14 9EH registered at the Land Registry under title numbers CYM255233 and CYM255131

SCHEDULE 2  
THE WORKS

---

*(describe the works)*

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

CYM255233 and CYM255131

**LR2.2 Other title numbers**

**LR3. Parties to this lease**

**Landlord**

CARMARTHENSHIRE COUNTY COUNCIL of County Hall, Carmarthen, Carmarthenshire SA31 1JP

**Tenant**

LLANELLI RURAL COUNCIL of Vauxhall Buildings, Vauxhall, Llanelli, SA15 3BD

**Other Parties**

**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.

The Property as specified in clause 1.12

**LR5. Prescribed statements etc**

None

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.15 ('The Term')

**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**

As set out in Clause 4

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

As set out in Clause 5

**LR12. Estate rent charge burdening the Property**

None

**LR13. Application for standard form of restriction**

None

THIS LEASE is made between the parties referred to in clause LR3 and the provisions that follow have effect subject to the provisions contained, and terms used, in clause LR1 to LR13.

THIS LEASE of part is made the

day of

202019

BETWEEN:

- (1) **CARMARTHENSHIRE COUNTY COUNCIL** of County Hall, Carmarthen, Carmarthenshire, SA31 1JP ('the Landlord') and
- (2) **LLANELLI RURAL COUNCIL** of Vauxhall Buildings, Vauxhall, Llanelli, SA15 3BD ('the Tenant')

NOW THIS DOCUMENT WITNESSES as follows:

#### 1. DEFINITIONS AND INTERPRETATION

For all purposes of this Lease the terms defined in this clause have the meanings specified.

- 1.1. **'The Adjoining Conduits'** means all the pipes sewers drains mains ducts conduits gutters watercourses wires cables channels flues and all other conducting media (including any fixings louvres cowls covers and other ancillary apparatus) which now or may be during the Term in on or under the Adjoining Property of the Landlord that serve the Property
- 1.2. **'Adjoining Property of the Landlord'** references to the 'Adjoining Property of the Landlord' are references to each and every part of the land neighbouring or adjoining the Property in which the Landlord has or during the Term acquires an interest
- 1.3. **'The Accessway'** means the accessway, the route of which is shown coloured yellow on the Plan or such other route as the Landlord from time to time in his absolute discretion specifies.
- 1.3.1.4. **'Building'** means the building or buildings to be erected on the Site in the course of the Works and includes every other building at any time erected on the Site
- 1.5. **'Certificate Date'** means the date on which the Surveyors issue a the-certificate is issued in accordance with paragraph 2.6 in Schedule 1
- 1.4.1.6. **'The Conduits'** means any pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, channels, flues, or other conducting media – including any fixings louvres cowls covers and any other ancillary apparatus – which now or may be during the Term in on over or under the Property.
- 1.5.1.7. **'Development'** means references to development as defined by the Town and Country Planning Act 1990 Section 55.
- 1.6.1.8. **'Transfer Grant'** means the sum of Twenty Five Thousand Pounds (£25,000) ~~'Transfer Grant'~~ means the sum of Twenty Five Thousand Pounds (£25,000).
- 1.7.1.9. **'Insured Risks'** means fire, explosion, lightning, earthquake, flood, storm, bursting or overflowing of water tanks, pipes, or other water or heating apparatus, impact, aircraft (other than hostile aircraft) and things dropped from aircraft, riot, civil commotion and malicious

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damage (excluding risks for which cover is not ordinarily available in the London insurance market or is available there only at a premium or subject to conditions which in the Landlord's reasonable discretion are unacceptable) and any other risks which the Landlord may from time to time insure against (whether at its own discretion or at the request of the Tenant)

4-8-1.10. 'Interest' means interest payable during the period from the date on which the payment is due to the date of payment at the rate of 3% over base rate of Barclays Bank plc (or other recognised London clearing bank nominated by the Landlord)

4-9-1.11. 'Landlord's Surveyor' means any person or firm appointed by the Landlord to perform any of the functions of the Surveyor under this Lease (including an employee of the Landlord)

1.10-1.12. '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 Union, 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

4-11-1.13. 'Permitted Use' means use of the Property as Growing Spaces for Community benefit only

4-12-1.14. 'Plan' means the plan annexed to this Lease

4-13-1.15. 'Property' means the land known as land at the rear of Llys Caradog, Dwyfor, Brynsierfel and Lon Cefriog, Llanelli, SA14 9EH, shown for the purpose of identification only edged red on the Plan. In the absence of any provision to the contrary references to 'the Property' include any part of the Property and includes:

4-13-1.15.1. all erections, structures, fixtures, fittings and appurtenances on the Property from time to time;

4-13-2.1.15.2. all additions, alterations and improvements to the Property; and

1.15.3. the Conduits;

1.15.4. the Site;

1.15.5. such of the Works as have from time to time been carried out on the Site; and

4-13-3.1.15.6. the Building

but excludes any fixtures installed by the Tenant or any predecessors in title that can be removed from the Property without defacing the Property.

1.13 'Project Briefing Paper' means the project briefing paper dated December 2019 annexed to this lease 'Project Briefing Paper' means the project briefing paper dated December 2019 annexed to this lease

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1.14. ~~'Project Completion Date' means~~ **2023** ~~'Project Completion Date' means~~

1.15. 'Rent' means one peppercorn per annum (if demanded) payable on each anniversary of the commencement of the Term.

1.16. ~~'Rent Commencement Date' means the date of this Lease~~

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4.46.1.17. ~~'Site' means all that land known as land at the rear of Llys Caradog, Dwyfor, Brynslertel and Lon Ceirog, Llanelli, SA14 9EH, shown for identification only edged red on the Plan.~~

1.18. ~~'Term' means a term of 99 years starting on the date of this Lease and ending on 2119 and the period of any holding over or continuation of the tenancy granted by this Lease~~

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4.47.1.19. ~~'Termination Date' means~~

4.48.1.20. ~~'Utilities' means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications and all other utilities serving or consumed at the Property~~

4.49.1.21. ~~'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to rents or other sums payable by the Tenant are exclusive of VAT.~~

1.20.1.22. ~~'The Works' means the works that the Tenant must carry out as detailed in the Project Briefing Paper~~ ~~'The Works' means the works that the Tenant must carry out as detailed in Project Briefing Paper~~

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## 2. Interpretation

In this Lease:-

- 2.15. the clause headings are for reference only and do not affect its construction
- 2.16. the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party
- 2.17. the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'
- 2.18. general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters
- 2.19. an obligation not to do something includes an obligation not to cause or allow that thing to be done
- 2.20. obligations owed by or to more than one person are owed by or to them jointly and severally
- 2.21. references to the end of the Term are to its expiry or sooner determination



- 2.22.** references to a 'fair proportion' of any sum are to the whole or a proportion of that sum which is fair and reasonable as determined by the Landlord's Surveyor whose decision will be final and binding (except in case of manifest error or injustice)
- 2.23.** a reference to Landlord's consent means its written consent contained in a formal deed and (where required) the consent of any superior landlord or mortgagee of the Landlord. Where a proviso is implied to that effect by Legislation, Landlord's consent is not to be unreasonably withheld or delayed
- 2.24.** a reference to the Landlord's approval means prior approval in writing which may be withheld or given subject to conditions in the Landlord's absolute discretion
- 2.25.** references to any adjoining property of the Landlord include any property adjoining or near the Property owned, leased or occupied by the Landlord from time to time
- 2.26.** Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons shall be interpreted as extending to a corporate body or a partnership and vice versa.
- 2.27.** The expression 'the Landlord' includes the person or persons from time to time entitled to possession of the Property when this Lease comes to an end.
- 2.28.** References to 'the last year of the Term' are references to the actual last year of the Term howsoever it determines and references to the 'end of the Term' are references to the end of the Term whensoever and howsoever it determines.
- 2.29.** 'The Tenant' includes any person who is for the time being bound by the tenant covenants of this Lease
- 2.30.** References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 2.31.** 'The 1995 Act' means the Landlord and Tenant (Covenants) Act 1995 and all statutes, regulations and orders included by virtue of clause 2.18
- 2.32.** Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute and any general reference to a statute includes any regulations or orders made under that statute.
- 2.33.** References to any right of the Landlord to have access to the Property are to be construed as extending to all persons authorised in writing by the Landlord, including agents, professional advisers, contractors, workmen and others.
- 2.34.** Where the expressions 'landlord covenants' or 'tenant covenants' are used in this Lease they are to have the same meaning as is given by the 1995 Act Section 28(1).
- 3. Lease of Property**
- 3.15.** The Landlord with full title guarantee lets the Property to the Tenant for the Term subject to all rights, easements, privileges, restrictions covenants and stipulations of whatever nature

affecting the Property including all matters contained or referred to in the Registers of Title Numbers CYM255233 and CYM255131.

- 3.16.** The Tenant may hold and use the Property during the Term without any interruption (except as authorised by this Lease) by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord

**4. Rights granted**

- 4.15.** The Landlord grants the following rights to the Tenant:

- 4.15.1.** the right to use the Adjoining Conduits serving the Property
- 4.15.2.** the right for the Tenant and its successors in title and all persons authorised by it or them to pass and repass with or without vehicles/ on foot only over and along the Accessway at all times and for all purposes connected with the use of the Property for the Permitted Use but for no other purpose SUBJECT TO the Tenant paying to the Landlord on demand a fair proportion of the cost incurred in maintaining, repairing and, when necessary, renewing the Accessway PROVIDED ALWAYS that the Tenant must not permit any vehicles belonging to him or any persons calling on the Property expressly or by implication to stand on the Accessway.

- 4.16.** The rights granted by clause 4.154-1:

- 4.16.1.** are granted only to the extent that the Landlord has power to grant them
- 4.16.2.** unless otherwise specified, are to be used in common with the Landlord, any superior landlord and other persons authorised by them
- 4.16.3.** may be interrupted or varied for the purposes of any works of maintenance, repair, alteration or the replacement of any land, building, or Service Media in connection with which the rights are exercised

- 4.17.** Nothing contained or referred to in this Lease will give the Tenant any right, easement or privilege other than those set out in clause 4.1 and section 62 of the Law of Property Act 1925 does not apply to this Lease

**5. Rights excepted and reserved**

- 5.15.** The Landlord excepts and reserves from this Lease the right:

- 5.15.1.** the right for the Landlord and its successors in title to cross the Property at any point for the purposes of gaining access to any other land which is currently (or may become) in its ownership in the future.
- 5.15.2.** to the free and uninterrupted passage and running of Utilities from and to the Adjoining Property of the Landlord in and through the Conduits;

- 5.15.3. to construct maintain and use in on under or over the Property at any time during the Term any Conduits for the provision of Utilities to the Adjoining Property of the Landlord making good any damage caused by the exercise of the right to the reasonable satisfaction of the Tenant
- 5.15.4. to build or re-build on and to deal with any of his own land (whether it be freehold or leasehold land) not forming part of the Property and whether or not it adjoins the Property or is otherwise situate in the vicinity of the Property in any manner and for whatever purpose it wishes without let or hindrance or restriction or dispute by or on behalf of the Tenant notwithstanding the right or air to the Property is in any such case diminished or any other liberty easement right or advantage belonging to the Tenant is diminished or prejudicially affected;
- 5.15.5. of light air support protection shelter and all other easements and rights at the date of this Lease belonging or enjoyed by the Adjoining Property of the Landlord
- 5.15.6. at any time during the Term at reasonable times and upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter) the Property
- 4-13-3-1.1.15.6.1. to enter the Property to ascertain whether or not the covenants and conditions of this Lease have been observed and performed;
- 4-13-3-2.1.15.6.2. to view the state of repair and condition of the Property and to open up floors and other parts of the Property where that is necessary in order to do so provided that any opening up must be made good by and at the cost of the Landlord if it reveals no breach of the terms of this Lease;
- 4-13-3-3.1.15.6.3. to give to the Tenant, or, notwithstanding clause 24.1 NOTICES leave on the Property, a notice ('a Notice to Repair') specifying the works required to remedy any breach of the Tenant's obligations in this Lease as to the repair and condition of the Property;
- 4-13-3-4.1.15.6.4. to inspect, cleanse, connect to and sever any connection, repair, remove, replace with others alter or execute any works whatever to or in connection with the Conduits or Utilities;
- 4-13-3-5.1.15.6.5. to carry out work of any kind to the Adjoining Property of the Landlord which cannot conveniently be carried out without access to the Property;
- 4-13-3-6.1.15.6.6. to exercise any of the rights granted to the Landlord elsewhere in this lease;
- 4-13-3-7.1.15.6.7. to enter the Property to exercise any right excepted and reserved by this Lease, or for any other reasonable purpose connected with this Lease or with the Landlord's interest in the Property or any adjoining property of the Landlord

- 5.16.** The rights excepted and reserved by this Lease are excepted and reserved to the Landlord and any superior landlord or mortgagee, and may be exercised by anyone authorised by the Landlord or a superior landlord
- 5.17.** The Tenant must allow any person who has a right to enter the Property to do so at all reasonable times, during and outside usual business hours if reasonable notice has been given, which need not be written notice. In cases of emergency no notice need be given and the Landlord, or another person on behalf of the Landlord may break into the Property if entry cannot be effected in any other way. The Landlord will not be liable to make good any damage caused to the Property in breaking into the Property in these circumstances but must cause as little damage as reasonably practicable.
- 6. Notice to repair**
- 6.15. Works to be carried out**
- 6.1.1** The Tenant must immediately carry out the works specified in a Notice to Repair including making good any opening up that revealed a breach of the terms of this Lease.
- 6.16. Landlord's power in default**
- 6.2.1** If within one month of the service of a Notice to Repair the Tenant has not started to execute the work referred to in the notice or is not proceeding diligently with it, or if the Tenant fails to finish the work within a reasonable time or if in the Landlord's Surveyor's reasonable opinion the Tenant is unlikely to finish the work within that period, the Tenant must permit the Landlord to enter the Property to execute the outstanding work and must within 14 days of a written demand pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including legal costs and surveyor's fees.
- 7. Tenant's payments to the Landlord**
- 7.15.** The Tenant must pay to the Landlord the Rent
- 8. Tenant's responsibility for other payments**
- 8.15.** The Tenant must pay and indemnify the Landlord against all present and future rates, duties and assessments charged on or payable in respect of the Property (except any tax imposed on the Landlord in respect of the receipt of rents reserved by this lease or any dealing with or disposition of the Landlord's interest in the Property)
- 8.16.** The Tenant must pay all charges, including connection and hire charges, for the supply of Utilities to the Property and must comply with all present or future requirements and reasonable recommendations of the suppliers of Utilities to the Property
- 8.17.** The Tenant must pay on demand a fair proportion of any rates, duties and assessments and of any liability incurred or payable by the Landlord in respect of any land or the Adjoining Conduits.
- 8.18.** The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs

and expenses properly charged, incurred or payable by the Landlord in connection with:

- 8.16.1. any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, including the preparation and service of all notices and any steps taken in contemplation of, or in relation to those proceedings, and even if forfeiture is avoided (unless it is avoided by relief granted by the court)
- 8.18.2. enforcing or seeking to enforce any of the tenant covenants in this Lease:
  - 8.18.2.1. by whatever means
  - 8.18.2.2. whether during or after the end of the Term and
  - 8.18.2.3. whether or not proceedings in relation to breach of the relevant covenant are contemplated, have been commenced or have concluded
- 8.18.3. the preparation and service of schedules of dilapidations at any time during the Term (or within 12 months after the end of the Term in respect of dilapidations arising during the Term), and supervising any works undertaken to remedy those dilapidations
- 8.18.4. the recovery (or attempted recovery) of any arrears of Rent or other sums due to the Landlord under this Lease, including the costs of preparing and serving any notice under section 17 of the Landlord and Tenant (Covenants) Act 1995, and
- 8.18.5. any application for a consent or approval of the Landlord (including the preparation of any documents) needed by virtue of this Lease (whether or not consent or approval is granted and whether or not the application is withdrawn)

## **9. VAT**

- 9.15. Where the Tenant is to pay the Landlord for any supply made to the Tenant by the Landlord, the Tenant must also pay any VAT due in connection with it
- 9.16. Where the Tenant is to reimburse the Landlord for any payment made by the Landlord under or in connection with this Lease, the Tenant must also reimburse any VAT payable on it, except to the extent that the Landlord is able to obtain an input credit for the VAT from HM Revenue & Customs

## **10. Interest**

- 10.15. If the Rent or any other sum payable under this Lease is not paid to the Landlord within fourteen days after the due date for payment, or if the Landlord refuses to accept Rent or other sum when the Tenant is, or may be, in breach of any of its obligations in this Lease, the Tenant must pay interest to the Landlord for the period starting on the due date until payment (both before and after any judgment) or until payment is accepted by the Landlord

**11. Tenant's responsibility for insurance and reinstatement of the Property**

**11.15.** In the event that the Tenant carries out alterations or additions in accordance with clause 14 of this Lease and following the written request of the Landlord the Tenant must immediately insure the Property for its full reinstatement cost against the Insured Risks, through an agency approved by the Landlord and subject to any exclusions, excesses and conditions that are usual in the insurance market at the time or required by the insurers, or reasonably required by the Landlord

~~11.16. The Tenant covenants with the Landlord to insure The Works for the full cost of rebuilding and reinstating and the tenant's contents and equipment located at the Property for their full replacement cost. (This is in the schedule)~~

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~~11.17. The Tenant must effect and maintain such insurance, in such amount, as the Landlord from time to time by notice to the Tenant requires in respect of the Tenant's liability to indemnify the Landlord against losses arising from the Tenant's acts, omissions or negligence and all liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Property.~~

~~11.18. The Tenant must on demand (but not more than once in any year of the Term) give the Landlord a copy of the current insurance policies for any insurance taken out pursuant to this Lease.~~

~~11.19. If the Property is damaged or destroyed by an Insured Risk the Tenant will use the insurance moneys it receives in repairing and reinstating the Property or in building a reasonably comparable Property as soon as reasonably possible. All money received under a policy of insurance taken out in accordance with this clause 11 must be placed in a bank account in the joint names of the Landlord and the Tenant and must subsequently be released to the Tenant from the account by instalments against certificates issued by an Architect or other evidence acceptable to the Landlord, whose acceptance may not be unreasonably withheld, of expenditure actually incurred by the Tenant in reinstating the damage or destruction. If the Landlord re-enters the Property or any part of it in accordance with clauses 12 and/or 23, all money then standing to the credit of the account must immediately be released to the Landlord and is to belong to the Landlord absolutely~~

~~11.20. If the insurance moneys received by the Tenant are insufficient to repair or reinstate the Property the Tenant must pay the shortfall~~

~~11.21. The Tenant must comply with the requirements of the insurers relating to the Property and not do or omit to do anything which may make any insurance of the Property or of any Adjoining Property of the Landlord taken out by the Landlord or any superior landlord void or voidable, or which would result in an increase in the premiums~~

~~11.22. All Insurance must be taken out in a substantial and reputable insurance office, or with such underwriters, and through such agency as the Landlord from time to time approves, such approval not to be unreasonably withheld or delayed.~~

~~11.23. The Tenant must give immediate notice to the Landlord of any event that might affect any insurance policy taken out in accordance with this Lease and of any destruction of or damage to~~

the Property, whether or not caused by one or more of the Insured Risks.

- | 11.24.11.23. If at any time the Tenant is entitled to the benefit of any insurance of the Property that is not effected or maintained in pursuance of any obligation contained in this Lease the Tenant must apply all money received by virtue of that insurance in making good the loss or damage in respect of which the money is received
- | 11.25.11.24. The Tenant must immediately notify the Landlord of any material change in the risks covered by the policy from time to time

**12. Termination of the Lease if no reinstatement**

- 12.15. If there is no reasonable prospect of the Property being reinstated within three years from the date of damage or destruction then the Landlord or Tenant may end this Lease by giving to the other party at least three months' written notice of termination and the Lease will end on the date specified in that notice

**13. State and condition of the Property**

**13.15. The Tenant must:-**

- 13.15.1. at all times during the Term to put and keep the whole and every part of the Property in good and substantial repair and condition including the ditches fences other boundary structures and gates in and around the Property
- 13.15.2. keep the Property clean and tidy and free from deposits of waste rubbish or refuse;
- 13.15.3. keep the Property adequately surfaced, in good condition and free from weeds and keep all landscaped areas properly cultivated;
- 13.15.4. not store anything upon the Property that is or might become untidy, unclean, unsightly or in any way detrimental to the Property or the area generally,
- 13.15.5. not keep or store any caravan or movable dwelling on the Property;
- 13.15.6. not cause any land, roads or pavements abutting the Property to be untidy or dirty and in particular, but without prejudice to the generality of the above, must not deposit refuse or other materials on them
- 13.15.7. keep all plant within or forming part of the Property in good working order and must replace by new articles of similar kind and quality any which are beyond economic repair;
- 13.15.8. cut the grass as often as may be necessary to keep the Property in good condition,
- 13.15.9. keep the Conduits free from obstruction and in working order,
- 13.15.10. where the use of any of the Conduits or any boundary structures or other things is common to the Property and other property, be responsible for, and indemnify the

Landlord against, all sums due from the owner, tenant or occupier of the property in relation to those Conduits, boundary structures or other things and must undertake all work in relation to them that is his responsibility

13.15.11. not stop up or obstruct or permit or suffer to be stopped up or obstructed the Adjoining Conduits or Conduits nor permit or suffer any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance to be discharged therein and in the event of any such obstruction danger or injury the Tenant must forthwith make good all damage to the satisfaction of the Landlord's Surveyor.

## 13.2 Landlord's Covenants

13.2.1 The Landlord must permit the Tenant peaceably and quietly to hold and enjoy the Property without any interruptions or disturbance from or by the Landlord or any person claiming under or in trust for it.

## 14. Alterations

14.15. The Tenant must not damage or injure the Property, make any alteration to the Property, unite the Property with any adjoining premises or make any alteration to the Property or to the Conduits except as permitted by the provisions of this clause 14

14.16. Save for the Works, the Tenant must not make any alterations to the Property unless he first:

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- 14.16.1. obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
  - 14.16.2. makes an application to the Landlord for consent, supported by drawings and where appropriate a specification in duplicate;
  - 14.16.3. pays the fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers;
  - 14.16.4. enters into any covenants the Landlord requires as to the execution and reinstatement of the alterations; and
  - 14.16.5. obtain the consent of the Landlord, whose consent may not be unreasonably withheld.
- 14.2.6 In the case of any works of a substantial nature, the Landlord may require the Tenant to provide, before starting the works, adequate security in the form of a deposit of money or the provision of a bond, as assurance to the Landlord that any works he permits from time to time will be fully complete.

14.17. If the Tenant alters the Property without Landlord's consent the Tenant must:

14.17.1. reinstate the Property immediately after notice from the Landlord to do so



14.17.2. carry out these reinstatement works in a good and workmanlike manner using good quality materials to the Landlord's reasonable satisfaction and in compliance with Legislation

14.18. If the Tenant fails to reinstate the Property as required by clause 13.1 the Landlord is entitled to enter the Property and carry out the necessary works and charge the Tenant for all its costs and expenses, which will be recoverable as a debt

## 15 The Works

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15.1 The Tenant must carry out the Works as detailed in the Project Briefing Paper in accordance with ~~this clause 15 and must comply in all respects with the terms of~~ Schedule 1 – Provisions for the Works

15.2 The Tenant must complete the Works by the Project Completion Date

15.3 The Tenant must complete the Works in accordance with a specification and drawings produced ~~an Architect who is a member of the~~ by the Royal Institute of British Architects first approved by the Landlord's Surveyor, whose approval may not be unreasonably withheld or delayed.

~~15.4 The Works must be executed in a good and work-like manner, with good quality materials, in accordance with the specifications and drawings approved by the Landlord's Surveyor and with all necessary licences, permits, authorities, permissions and consents and to the reasonable satisfaction of the Landlord's Surveyor in the schedule~~

15.5 The Landlord will pay to the Tenant the Transfer Grant on completion of this lease to assist with the Works

15.6 If the Tenant does not complete the Works by the Project Completion Date, then the Tenant must ~~re~~pay all or part (as the case may be) of the Transfer Grant ~~back~~ to the Landlord within 14 days of the Landlord's written demand

15.7 The Tenant must give to the Landlord not less than seven days prior notice of the commencement of the Works and must permit the Landlord's Surveyor to enter into the Property to inspect the Works and to ascertain that the Tenant has complied, or is complying with the terms of this clause and Schedule 1

15.8 The Landlord's Surveyor will review the progress of the Works ~~periodically, on an annual basis~~

~~15.9 The Tenant shall provide the Landlord's Surveyor with a certificate of practical completion within 14 days from the Project Completion Date in the schedule~~

~~15.10 Any disputes that may occur in relation to this clause 15 or Schedule 1 shall be dealt with in accordance with clause 40 "Dispute[s] in the schedule"~~

## 16 Aerials signs and reletting notices

- 16.1.** The Tenant must not erect or display any flag, aerial, mast, satellite dish, advertisement or other sign or notice at the Property which can be seen from outside the Property, except one external sign approved by the Landlord
- 16.2.** The Tenant must permit the Landlord to place a sign on the Property at any time advertising the sale of the Landlord's interest (or any superior interest) in the Property and during the last six months of the Term for the reletting of the Property

**17. Use of the Property**

**17.1. The Tenant must not:**

- 17.1.1.** use the Property for any purpose other than the Permitted Use
- 17.1.2.** do anything on the Property which is illegal or immoral or which would cause a nuisance or inconvenience or any damage or disturbance to the Landlord or any owner or occupier of any other property adjoining or near the Property
- 17.1.3.** store dangerous or inflammable materials at the Property, allow rubbish to accumulate at the Property or allow any material which is deleterious, polluting or dangerous (to persons or property) to enter the Conduits or Adjoining Conduits.
- 17.1.4.** use the Property or any part thereof for residential purposes or keep any animal on them

**18. Encroachments**

- 18.1.** The Tenant must take all reasonable steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired or if any attempt is made to construct such a thing, to encroach or acquire an easement. At the request of the Landlord the Tenant must adopt such means as are reasonably required to prevent the construction of such a thing, the making of any encroachment or the acquisition of any easement.

**19. Security and Keyholders**

The Tenant must keep the Property secure and must ensure that at all times the Landlord has written notice of the name, home address and home telephone number of at least 2 key holders of the Property.

**20. Dealings**

**20.1. General restrictions**

**20.1.1.** The Tenant must not part with nor agree to part with possession of the whole or part of the Property or this Lease, nor allow any other person to occupy the whole or any part of the Property without the consent of the Landlord such consent not to be unreasonably withheld

**20.1.2.** The Tenant must not charge the Property or any part of it without the consent of the Landlord.

~~20.1.2.~~

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## **20.2. Declaration of trust**

**20.2.1.** The Tenant must not execute any declaration of trust of the whole or any part of its interest in the Property or this Lease

## **21. Legal requirements and regulations**

The Tenant must:

- 21.1.** comply with all Legislation affecting the Property, its use and occupation and the health and safety of persons working at or visiting the Property, whether the legislation requires the owner, landlord, tenant or occupier to comply and must indemnify the Landlord and keep him indemnified both during the Term and following the end of it, against all losses in respect of any contravention of that Legislation;
- 21.2.** comply with any regulations concerning the Property reasonably made by the Landlord and communicated to the Tenant in writing
- 21.3.** give the Landlord written notice of any defect in the Property which may make the Landlord liable to do, or not to do, any act to comply with the duty of care imposed by Legislation, and shall display any notices at the Property needed to enable the Landlord to comply with that Act
- 21.4.** at the end of the Term pay to the Landlord a fair proportion of any compensation which the Tenant has received or which is receivable by the Tenant because of any restriction placed on the use of the Property under any Legislation
- 21.5.** give the Landlord a copy of any notice received by the Tenant, relating to the Property or any occupier of them, or to the Landlord's interest in them, on having received it and take any steps which the Landlord reasonably requires in connection with it
- 21.6.** not apply for planning permission without the consent of the Landlord, and must pay any charge imposed under Legislation relating to town and country planning in respect of the use of the Property, or any works carried out at the Property, and
- 21.7.** not give any notice or counter-notice under the Party Wall etc. Act 1996 without the consent of the Landlord
- 21.8.** The Tenant must obtain any planning permission and serve any notices that may be required to

carry out any development on or at the Property

- 21.9. Without prejudice to the generality of clause 20.1 the Tenant must comply with the provisions of the Construction (Design and Management) Regulations 2015 ("the CDM Regulations") be the only client as defined in the provisions of the CDM Regulations fulfil in relation to all and any works all the obligations of the client as set out in or reasonably to be inferred from the CDM Regulations and make a declaration to that effect to the Health and Safety Executive in accordance with the Approved Code of Practice published from time to time by the Health and Safety Executive in relation to the CDM Regulations.
- 21.10. At the end of the Term forthwith deliver to the Landlord all health and safety files (if any) relating to the Property in accordance with the CDM Regulations

**22. Indemnities**

- 22.1. The Tenant must keep the Landlord fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Tenant or any persons at the Property expressly or impliedly with his authority or any breach or non-observance by the Tenant of the covenants, conditions or other provisions of this Lease or any of the matters to which this demise is subject.
- 22.2. Without prejudice to the generality of clause 21.1 to indemnify and keep the Landlord indemnified from and against all liability in respect of any injury to or the death of any person or the loss of or damage to any property moveable or immovable by reason of or arising in any way directly or indirectly out of the state of repair or condition or user of the Property or any apparatus or structure thereon by the Tenant or any alteration or works carried out or in the course of being carried out by the Tenant or any act default or neglect of the Tenant and from all proceedings costs claims expenses and demands of whatsoever nature in respect of any such liability or alleged liability and the Tenant shall effect or cause to be effected the necessary and adequate third party insurance in such sum as is reasonably required by the Landlord for no less than £10,000,000 for any one claim for the risks specified in this clause and shall pay all premiums necessary for these purposes on demand and produce to the Landlord reasonable evidence of the terms of the policy and the fact that the last premium has been paid

**23. Forfeiture**

- 23.1. The Landlord is entitled to re-enter the Property and forfeit this Lease immediately if:
- 23.1.1. the Rent or any other payments is/are more than 14 days overdue
- 23.1.2. the Tenant is in breach of any of its obligations in this Lease
- 23.1.3. a bankruptcy order is made or petition presented against the Tenant
- 23.1.4. a winding up order is made or petition presented against the Tenant

**23.1.5.** an administrator is appointed or an administration order or application is made against the Tenant

**23.1.6.** a receiver or administrative receiver is appointed over the Tenant or any of its/their property or assets

**23.1.7.** the Tenant enters into a voluntary arrangement with its creditors

**23.2** and, where the Tenant is more than one person, if and whenever any of the events referred to in this clause 6 happens to any one or more of them, the Landlord may at any time re-enter the Property or any part of them in the name of the whole—even if any previous right of re-entry has been waived—and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord against the Tenant in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made.

**24. Yielding up**

**24.1** At the end of the Term to yield up unto the Landlord the Property and every part thereof in accordance with the covenants on the part of the Tenant hereinbefore contained provided that the Tenant is not liable by virtue of this Lease to maintain the Property in a better state of repair or condition than at the date of this Lease.

**25. Miscellaneous**

**25.1. Notices**

**25.1.1.** Section 196 of the Law of Property Act 1925 applies to all notices served under this Lease but its provisions are extended so that any notice or demand in connection with this Lease may be sent by first class post and if sent from within the UK properly stamped and correctly addressed will be conclusively treated as having been delivered two working days after posting

**25.1.2.** The Tenant must give the Landlord verbal notice of any matter affecting the Property where emergency action is needed as well as written notice

**26. Landlord's right to remedy default by the Tenant**

- 26.1** If the Tenant fails to comply with any of its obligations in this Lease, the Landlord may give the Tenant written notice of that failure, and the Tenant must remedy it within a reasonable period specified by the Landlord. If the Tenant fails to do this the Landlord may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this Lease, and any costs incurred by the Landlord will be a debt due from the Tenant payable on demand and may be recovered by the Landlord as if it were additional rent

**27. Tenant to provide information**

- 27.1** The Tenant must give the Landlord any information or documents which the Landlord reasonably requests to show that the Tenant is complying with its obligations in this Lease and shall give the Landlord written notice of any matter in connection with the Property which may make the Landlord liable to any third party

**28 Tenant's acknowledgement**

- 28.1** The Tenant acknowledges that it has not entered into this Lease in reliance on any representation made by or on behalf of the Landlord except any statements or representations expressly made in this Lease and any written replies to enquiries given before the grant of it by the Landlord's solicitors

**29 Defective premises**

- 29.1** The Tenant must give notice to the Landlord of any defect in the Property that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise and must at all times display and maintain any notices the Landlord from time to time reasonably requires him to display at the Property.

**30 Viewing on sale of reversion**

- 30.1** The Tenant must, on reasonable notice, at any time during the Term, permit prospective purchasers of the Landlord's reversion or any other interest superior to the Term, or agents instructed in connection with the sale of the reversion or such an interest, to view the Property without interruption provided they have the prior written authority of the Landlord or his agents.

**31 Exclusion of warranty as to use**

- 31.1** Nothing in this Lease or in any consent granted by the Landlord under this Lease is to imply or

warrant that the Property may lawfully be used for the Permitted Use.

### **32 Qualification of the Landlord's liability**

The Landlord will not be liable to the Tenant or any other person for:

- 32.1 any interruption to the supply of Utilities to the Property
- 32.2 any accidental damage to the Property or to any property of the Tenant or any other occupier of the Property or their employees, agents or independent contractors, or
- 32.3 any failure to perform any obligation in this Lease, unless the Tenant has given the Landlord written notice of the facts giving rise to that failure and allowed the Landlord a reasonable time to remedy it
- 32.4 for any accident happening or injury suffered or for any damage to or loss of any chattel sustained at the Property.

### **33 Removal of goods**

- 33.1 The Tenant must remove all its fittings, goods and other possessions at the end of the Term and the Landlord may dispose of any such items left at the Property more than two weeks after the end of the Term as the Landlord sees fit

### **34 Jurisdiction**

- 34.1 The laws of England and Wales apply to this Lease

### **35 Third parties**

- 35.1 Unless expressly stated nothing in this Lease will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999

### **36 Landlord's rights as Local Authority**

- 36.1 Nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in the exercise of its functions as a local authority and the rights powers duties and obligations of the Landlord under all public or private statutes byelaws orders and regulations may be as fully and effectually exercised in relation to the Property as if the Landlord was not the owner thereof and this Lease had not been executed by it

### **37 Covenants relating to the Adjoining Property of the Landlord**

- 37.1 The Tenant is not to be entitled to the benefit of or the right to enforce or to prevent the release or modification of any covenant agreement or condition entered into by any tenant of the Landlord (if

any) in respect of the Adjoining Property of the Landlord.

### **38 Disputes with adjoining occupiers**

- 38.1** If any dispute arises between the Tenant and the tenants or occupiers of any of adjoining property in connection with the Property and any of that adjoining property it is to be decided by the Landlord or in such a manner as the Landlord directs.

### **39 New Lease**

- 39.1** This lease is a new tenancy for the purposes of the 1995 Act Section 1

### **40 Disputes**

- 40.1** If any dispute or difference arises between the parties with regard to any provision of this Lease then either party may give notice to the other that it requires such dispute or difference to be referred to and to be determined by an independent expert in accordance with the provisions of this clause who (if not appointed jointly by agreement between the parties within 14 working days of either party requesting an appointment) shall be appointed on application of either party to the President for the time being of The Royal Institute of Chartered Surveyors

**a. The independent expert appointed in accordance with this clause shall:**

- i.** be not less than 10 years recent experience in his profession dealing with matters similar to the subject matter of the dispute
- ii.** act as an expert
- iii.** consider any written representations made by or on behalf of either party (each party being entitled to receive a copy of the other's representations and within 7 working days to submit counter representations) but otherwise shall have an unfettered discretion
- iv.** insofar as reasonably practicable determine the matter within 28 working days of his appointment and serve written notice of his reasoned determination on each party.
- v.** be paid his proper fees and expenses in connection with such determination by the parties in equal shares or such shares as he shall determine.

**b. And any determination of such independent expert shall be final and binding on the**



parties save in the case of manifest error or omission.

#### **PROJECT BRIEFING DOCUMENT**

## SCHEDULE 1 PROVISIONS RELATING TO THE WORKS

### 1 Definitions and Interpretation

#### 1.1 In this Schedule 1:

<u>Adjoining Owners</u>	means the owners and occupiers of any adjoining <del>Property</del> remises;
<u>Adjoining Property Premises</u>	means each and every part of any land neighbouring or adjoining the Site;
<u>Adverse Rights</u>	means any rights of light and air and any other rights and easements (including any rights and easements in respect of Apparatus) and any other restrictions enjoyed over the Site by any Adjoining <del>Property</del> remises;
<u>Apparatus</u>	means conducting media on the Site serving any Adjoining <del>Property</del> remises or belonging to or used by the suppliers of electricity, gas, water, telecommunications, Internet, data communications or other services;
<u>Approvals</u>	means any approvals, consents, permissions and licences of any local or other competent authority that may from time to time be necessary to enable the Tenant to commence and carry out the Works and each and every stage or phase of them lawfully and if they are destroyed or damaged to reinstate them and references to Approvals are to be construed as referring to them as varied, relaxed or waived in accordance with paragraph 3.2;
<u>Architect</u>	means _____ of _____ or, subject to paragraph 6.4.2, such other person or firm, being a qualified architect or firm of architects, as the Tenant may from time to time appoint to perform the functions of the Architect under this Schedule 1;
<u>Building Contract</u>	means, subject to paragraph 6.3, a contract, in a form approved by the Landlord <del>on the date of this lease before the date of this Lease</del> , for the carrying out of the Works;
<u>Building Contractor</u>	means, subject to paragraph 6.3, _____ of _____;
<u>Building Documents</u>	means the plans, drawings, specifications and other documents relating to the Works <del>listed in Schedule 2</del> as from time to time varied by any permitted variation;
<u>Consents</u>	means the prior written consents, in terms previously approved by the Landlord, whose approval may not be unreasonably withheld or delayed of all the Adjoining Owners and other persons entitled to or interested in the

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Adverse Rights, or the relevant supplier of services, to either:

- (a) the temporary or permanent removal or diversion of the Apparatus in question or other subject matter of the Adverse Rights in question;  
or
- (b) the carrying out of the Works despite any interference with any Adverse Rights or Apparatus;

**Delaying Factor** means any circumstance beyond the control of the Tenant that causes a delay in the carrying out of the Works and that was not reasonably foreseeable at the date of this Lease;

**Surveyors**

means a firm of surveyors that the Landlord from time to time appoints

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**Permitted Variation**

means:

- (a) any Variation, not being an Unacceptable Variation, that is required by any local or other competent authority either as a condition of the grant or continuance in force of any approvals or in consequence of any variation, relaxation or waiver of any approvals;
- (b) any Variation that is made with the prior written approval of the Surveyors, whose approval may not be unreasonably withheld or delayed, and is made in order to comply with the Tenant's obligations under paragraph 4;
- (c) any Variation made in accordance with paragraph 5; and
- (d) any other Variation, not being an Unacceptable Variation, that is proposed by the Architect and approved in writing by the Surveyors, whose approval may not be unreasonably withheld or delayed.

**Unacceptable Variation**

means any Variation that would alter the design, layout, nature, capacity or standard of construction of the Propertyremises as provided for in the Building Documents or prejudice the use of the Propertyremises or any substantial part of the Propertyremises for the purposes specified in this Lease.

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**Variation**

means any amendment to or departure from the Building Documents and the details of the Works contained in them whether by way of alteration, addition or omission.

## **2 Carrying out of the Works**

**2.1** The Tenant must apply for and diligently pursue the grant of any necessary approvals in accordance with paragraph 3 and the grant of any necessary consents in accordance with paragraph 4.

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- 2.2 The Tenant must as soon as all necessary approvals and consents have been obtained commence and diligently carry out and complete the Works:
- 2.2.1 in a good and workmanlike manner and with good quality materials;
  - 2.2.2 in accordance with the terms of all Approvals and in compliance with the requirements of all statutes;
  - 2.2.3 in accordance with the terms of all Consents;
  - 2.2.4 in accordance with the Building Documents;
  - 2.2.5 to the reasonable satisfaction of the Surveyors; and
  - 2.2.6 In accordance with the provisions of this Schedule 1.
- 2.3 Subject to the provisions of paragraph 2.4, the Tenant must use reasonable endeavours to carry out and complete the Works not later than the Project Completion Date.
- 2.4 On any occasion that the carrying out of the Works is delayed and the delay is notified to the ~~Landlord and to the Landlord Surveyors and to the Surveyors~~ by the Architect as being in the Architect's reasonable opinion attributable to a Delaying Factor, the Tenant is to be allowed an extension of time for carrying out the Works determined in accordance with paragraph 2.52.5 and the date by which the Tenant is required to have carried out and completed the Works as provided in paragraph 2.32.3 is to be postponed accordingly.
- 2.5 The period of each extension under paragraph 2.4 is to be the period, if any, that is certified as being reasonable:
- 2.5.1 by the Architect alone if the date by which the Tenant is required to carry out the Works as specified above would not as a result of the issue of the certificate fall more than 2 months after the Project Completion Date; and
  - 2.5.2 by the Architect and the Surveyors jointly in any other case and in the event of dispute as provided in paragraph 11.
- 2.6 As soon as the Works have been carried out and completed in accordance with the provisions of this Schedule 1, the Landlord must ensure that the Surveyors issue to the Landlord a certificate to that effect and supply a copy of it to the Tenant.
- 2.7 On or as soon as practicable after the Certificate Date, the parties must ensure that a memorandum specifying the Certificate Date is endorsed on this Lease and on its counterpart.
- 2.8 The issue by the Surveyors of a certificate in accordance with paragraph 2.6 is not in any way to lessen or affect the obligations of the Tenant under this Schedule 1 and the Tenant must:
- 2.8.1 as soon as practicable after the Certificate Date carry out and complete in accordance with the provisions of this Schedule 1 any of the Works that have not been so completed on the Certificate Date; and
  - 2.8.2 on completion of the Works ensure that all rubbish, building and other materials, and equipment are removed from the Site.
- 2.9 Within one month after the Certificate Date the Tenant must supply to the Landlord a complete set of 'as built' plans and drawings in relation to the Works.

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### 3 Approvals

#### 3.1 The Tenant must:

- 3.1.1 use all reasonable endeavours to obtain any necessary Approvals;
- 3.1.2 supply to the Landlord a copy of every application for any Approvals (with a copy of all accompanying drawings and other documents) and a copy of any Approvals obtained; and
- 3.1.3 use all reasonable endeavours to ensure that no Approvals are revoked and that all Approvals continue in full force and effect.

The Tenant must also pay, and indemnify the Landlord against, all fees, costs and expenses of and incidental to the above matters.

- 3.2 The Tenant must not apply for or agree to any variation, relaxation or waiver of any Approvals or of any condition attached to any Approvals without the prior written consent of the Landlord.
- 3.3 The Tenant must promptly notify the Surveyors of any variation required by a local or other competent authority either as a condition of the grant or continuance in force of any Approvals or in consequence of any variation, relaxation or waiver of any Approvals.

### 4 Consents, nuisance and indemnity

- 4.1 If the Works cannot be carried out without interfering with Adverse Rights or with any Apparatus, the Tenant must promptly use all reasonable endeavours to obtain all necessary Consents and must pay any reasonable sums by way of compensation required for the giving of any Consents.
- 4.2 The Tenant must not do anything on the Site that might be or become a danger or nuisance to any of the Adjoining Owners or to members of the public generally, cause damage to any Adjoining Property or Apparatus or—unless permitted by a Consent and then only in accordance with the terms of that Consent—interfere with any Adverse Rights or Apparatus and in carrying out the Works the Tenant must take all necessary measures and precautions to avoid any such danger, nuisance, damage or interference.
- 4.3 The Tenant must be answerable for, and indemnify the Landlord against, all losses in relation to any failure by the Tenant to comply with the Tenant's obligations under this paragraph 4 or the terms of any Consents, or otherwise in relation to the carrying out of the Works—including without limitation all losses in respect of the death of, or personal injury to, any person, whether engaged in the carrying out of the Works or otherwise—unless the failure arises from any wilful or negligent act or omission of the Landlord or of any person acting for or under the control of the Landlord.

### 5 Materials

- 5.1 If the Architect certifies that any of the materials referred to in the Building Documents are not or will not be obtainable within a reasonable time or at a reasonable cost, then, subject as provided below, the Tenant may in carrying out the Works substitute for them such alternative materials as the Architect by certificate specifies as being the materials that, of those readily available at a reasonable cost, most closely resemble the materials referred to in the Building Documents. The Tenant must ensure that before issuing any certificate in accordance with this paragraph the Architect gives to the Surveyors not less than 2 weeks' notice of an intention to



issue such a certificate and that the Architect has due regard to any representations made to the Architect by the Surveyors within that period of 2 weeks' concerning the proposed certificate. No certificate issued by the Architect under this paragraph in respect of which notice has not been given to the Surveyors in accordance with this paragraph entitles the Tenant to substitute any alternative materials for the materials referred to in the Building Documents.

- 5.2 Despite anything to the contrary contained or implied elsewhere in this Lease, the Tenant covenants that no material or substance not in accordance with good current building practice will be used or incorporated in the Works.

## **6 The Building Contract and related matters**

### **6.1 The Tenant must:**

- 6.1.1 Immediately enter into the Building Contract with the Building Contractor and appoint the Architect to perform the functions of the architect under it;
- 6.1.2 not vary or modify the terms and conditions of the Building Contract without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed, but references in the remainder of this Schedule 1 to the Building Contract are to be construed as referring to the Building Contract as from time to time varied or modified with the consent of the Landlord;
- 6.1.3 comply with the Tenant's obligations under the Building Contract at all times;
- 6.1.4 use all reasonable endeavours to ensure that the Building Contractor complies with the Building Contractor's obligations under the Building Contract at all times;
- 6.1.5 not waive any of the Tenant's rights under the Building Contract but must use all reasonable endeavours to enforce them;
- 6.1.6 promptly notify the Landlord of any failure by the Building Contractor to comply with the Building Contractor's obligations under the Building Contract and of any circumstances likely to give rise to such failure; and
- 6.1.7 not exercise or seek to exercise any right that may be or become available to determine the Building Contract or to treat it as determined without the consent of the Landlord, whose consent may not be unreasonably withheld or delayed.

- 6.2 The Tenant must ensure that a deed in the form of the draft deed attached to this Lease marked [ ] and initialled by or on behalf of the parties (the Contractor's Deed) is delivered to the Landlord immediately, duly executed by the Building Contractor.

### **6.3 If:**

- 6.3.1 the Building Contract determines, the Tenant must not enter into another contract with any person for the carrying out of the Works unless that person and the form of the contract have first been approved by the Landlord, whose approval may not be unreasonably withheld or delayed, and a deed to the same effect as the Contractor's Deed, duly executed by that person, has first been delivered to the Landlord;
- 6.3.2 the Tenant enters into a new building contract with a new contractor in accordance with this paragraph 6.3, this Schedule 1 is to have effect subsequently as if—except in paragraphs 6.1.1 and 6.2—references to the Building Contract and the Building

Contractor were references to the new building contract and the new contractor respectively.

**6.4 The Tenant must:**

- 6.4.1** ensure that a deed in the form of the draft deed attached to this Lease marked [ ] and initialled by or on behalf of the parties (the Architect's Deed) is delivered to the Landlord immediately, duly executed by the Architect;
- 6.4.2** not appoint any person other than the Architect to perform the functions of the architect under the Building Contract or appoint any person to perform any equivalent functions under any new building contract unless that person has first been approved by the Landlord, whose approval may not be unreasonably withheld or delayed and unless a deed to the same effect as the Architect's Deed, duly executed by that person, has first been delivered to the Landlord.

**7 Review of the Works**

- 7.1** The Tenant must ensure that the Surveyors are afforded an opportunity to attend all site meetings relating to the Works, that a copy of the minutes of every site meeting is promptly supplied to the Surveyors (whether or not they attended) and that a copy of every instruction, variation, order, certificate and other instrument issued in accordance with the Building Contract is promptly supplied to the Surveyors.
- 7.2** The Surveyors may at any reasonable time enter the Site and the Property to view the state and progress of the Works and may perform any tests and inspections they reasonably require to determine whether the Works have been and are being carried out in accordance with this Schedule 1. If they have reasonable grounds for believing that any of the Works completed have not been carried out in accordance with this Schedule 1, the Surveyors may, subject to the provisions of paragraph 7.67.7, require the Tenant to open them up for inspection at any time before the Certificate Date. If the inspection reveals no failure by the Tenant to comply with the Tenant's obligations under this Schedule 1, all reasonable additional costs and expenses incurred by the Tenant in reinstating the Works must be repaid by the Landlord to the Tenant on demand. The Surveyors must not unnecessarily or unreasonably interfere with the carrying out of the Works when exercising any rights under this paragraph.
  - ~~7.3~~ If the Surveyors reasonably consider that any of the Works have not been, or are not being, carried out in accordance with this Schedule 1, they may, subject as provided in paragraph 7.67.7, serve on the Tenant and the Architect at any time before the Certificate Date a notice (a Defects Notice) specifying the relevant defects in the Works.
- 7.4** On service of a Defects Notice, the Tenant must immediately take all the measures necessary to remedy the defects specified in that notice (the Remedial Measures).
- 7.5** If the Remedial Measures are not started within one month after service of the Defects Notice concerned or if the Tenant otherwise fails diligently to carry out and complete them, then, without affecting any other right or remedy in respect of that failure, the Landlord may carry out and complete the Remedial Measures or cause them to be carried out and completed. All costs and expenses incurred by the Landlord in doing so must be repaid to the Landlord by the Tenant on demand with interest from the date of payment by the Landlord, or of demand if later, until the date of repayment by the Tenant.

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7.6 The obligations of the Tenant under this Schedule 1-Schedule 4 are not to be affected or lessened in any way by:

7.6.1 any test or inspection of the Works by the Surveyors; or

7.6.2 failure or omission by the Surveyors to serve a Defects Notice if any of the Works have not been or are not being carried out in accordance with this Schedule 1; or

7.6.3 approval by the Landlord or the Surveyors of the Building Documents or any Variation, or of any other matter or thing referred to in this Schedule 1

except as provided in paragraph 7.8

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7.8 If at any time any of the Works are carried out otherwise than in accordance with the Building Documents and this fact might [reasonably] have been expected to be apparent on visual inspection to the Surveyors on the first occasion following the carrying out of the relevant Works on which they actually inspected them (the Relevant Inspection), then, unless within [period] after the date of the Relevant Inspection, time being of the essence, the Surveyors have served on the Landlord and on the Architect a Defects Notice in respect of the non-compliance, the relevant Works are to be treated for all purposes of this Schedule 1 as having been carried out in accordance with the Building Documents. This paragraph is not to apply to any non-compliance with the Building Documents that would amount to an Unacceptable Variation nor is it to affect in any way the right of the Surveyors to serve a Defects Notice following any subsequent inspection of the Works in respect of any non-compliance with the Building Documents occurring after the Relevant Inspection.

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## 8 General

8.1 During the progress of the Works, the Tenant must maintain the Works in good order and condition and take all necessary measures and precautions to protect them from damage by fire and must keep the Site secure against trespassers.

8.2 The Tenant must pay, and indemnify the Landlord against, all fees, charges and other payments that may at any time be payable to a local or other competent authority in respect of the Works and be answerable for, and indemnify the Landlord against, all losses relating to any failure by the Tenant to comply with the Tenant's obligations to complete the Works in accordance with the necessary Approvals and the requirements of all statutes.

8.3 The Tenant must:

8.3.1 not use or occupy the Site at any time before the Certificate Date for any purpose other than the carrying out of the Works;

8.3.2 not deposit on the Site at any time before the Certificate Date any materials that are not required for the carrying out of the Works;

8.3.3 not sell or dispose of any earth, clay, sand, gravel or other material from the Site or remove any of them at any time before the Certificate Date except so far as is necessary for the carrying out of the Works;

8.3.4 notify the Landlord immediately at any time before the Certificate Date if any articles of value or of historic or prehistoric interest are discovered in the course of carrying out the Works—subject to the rights of the Crown, the Landlord has the sole

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Property emises in any such articles and they must be dealt with as the Landlord or the Surveyors reasonably direct.

- 8.4 The Tenant must promptly notify the Landlord of any notices received by the Tenant relating in any way to the Site or the Works, whether from a local or other competent authority or from any of the Adjoining Owners and must supply a copy of every such notice to the Landlord within 5 days after receipt of it.
- 8.5 The Tenant must indemnify the Landlord against all claims by unpaid suppliers in respect of any goods or materials from time to time on the Site.
- 8.6 No representation is made or warranty given by the Landlord that the Site is suitable for carrying out the Works and no defect that may be found to exist in the Site is to lessen or affect the obligations of the Tenant under this ~~Schedule 1~~ Schedule 4 in any way.

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## 9 Insurance of the Works

- 9.1 The Tenant must insure the Works in the joint names of the Tenant and the Landlord against loss or damage by any of the Insured Risks in an amount equal to the full cost of reinstating the Works or the part of them as have from time to time been carried out in the event of their total destruction together with the cost of demolition, site clearance, architects' and other professional fees.
- 9.2 The Tenant must immediately effect and subsequently maintain any insurance for any amount that the Landlord from time to time reasonably requires in respect of the Tenant's liability under, and any liability of the Landlord in relation to, the matters referred to in paragraphs 4.2 and 4.3.
- 9.3 All insurance referred to in this paragraph 9 must be taken out with insurers previously approved in writing by the Landlord, whose approval may not be unreasonably withheld or delayed.
- 9.4 The Tenant must pay all premiums and other money necessary to take out and maintain the insurance referred to in this paragraph 9 and must produce to the Landlord on demand the policy of Insurance and the receipt for the current year's premium.
- 9.5 If the Tenant fails to insure in accordance with this paragraph 9, then the Landlord may, without affecting any other right or remedy in respect of the failure, take out and maintain the required insurance. All premiums and other money paid by the Landlord for that purpose must be repaid by the Tenant to the Landlord on demand with interest from the date of payment by the Landlord, or of demand if later, until the date of repayment by the Tenant.
- 9.6 The Tenant must comply with all requirements of the insurers and must ensure that the Building Contractor, the Architect and all persons acting for or under the Tenant's control comply with them. Neither the Landlord nor the Tenant may do, or permit or suffer to be done, on the Site or in relation to the Works anything that might render any policy of insurance taken out in accordance with the provisions of this paragraph 9 void or voidable or as a result of which payment of the policy money might be withheld in whole or in part.
- 9.7 The Tenant must notify the Landlord immediately on the occurrence of any damage to or destruction of the Works, whether or not caused by any of the Insured Risks, and in any such case must, subject to all necessary Consents and Approvals being obtained, promptly reinstate the Works in accordance with the provisions of this Schedule 1.

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9.8 All money received under a policy of insurance taken out in accordance with paragraph 9.1 must be placed in a bank account in the joint names of the Landlord and the Tenant and must subsequently be released to the Tenant from the account by instalments against certificates issued by the Architect or other evidence acceptable to the Landlord, whose acceptance may not be unreasonably withheld, of expenditure actually incurred by the Tenant in reinstating the Works. If the Landlord re-enters the Site or any part of it in accordance with paragraph 10, all money then standing to the credit of the account must immediately be released to the Landlord and is to belong to the Landlord absolutely.

#### 10 Re-entry before the Certificate Date

If:

- 10.1 for any reason the Works have not been started by the end of the period of immediately following the date of this Lease or the earliest date on which all approvals necessary have been obtained to enable the Works to be started lawfully, time being of the essence; or
- 10.2 for any reason, and despite the provisions of paragraph 2.4, the Works have not been carried out and completed to the satisfaction of the Surveyors in accordance with paragraph 2.6—as to which a written statement to that effect by the Surveyors is to be conclusive and binding on the parties—by the Termination Date, time being of the essence; or
- 10.3 at any time before the Certificate Date and for any reason either the carrying out of the Works is wholly or substantially suspended or the Works are otherwise not proceeded with regularly and diligently, and in any such case the default continues for or is not remedied within one month after service on the Tenant by the Landlord or the Surveyors of a notice specifying the default and invoking the provisions of this paragraph, time being of the essence—provided that a notice may not be served in circumstances where an extension of time has been granted in accordance with paragraph 2.4 or otherwise unreasonably or vexatiously; or
- 10.4 the Remedial Measures required under a Defects Notice served in accordance with paragraph ~~Error! Reference source not found.~~ 7.3 have not been started within one month after service of that Defects Notice, time being of the essence; or
- 10.5 at any time before the Certificate Date there is for any reason any other non-compliance with any of the Tenant's obligations under this Schedule 1 and that default continues for or is not remedied to the satisfaction of the Landlord within one month after service on the Tenant by the Landlord or the Surveyors of a notice specifying the default and invoking the provisions of this paragraph, time being of the essence; or
- 10.6 at any time before the Certificate Date the Tenant, being an individual, becomes subject to a bankruptcy order or has an interim receiver appointed to their ~~property~~Premises or, being a company or limited liability partnership, enters into liquidation whether compulsory or voluntary—but not if the liquidation is for amalgamation or reconstruction of a solvent company—or enters into administration or has a receiver appointed over all or any part of its assets; or
- 10.7 at any time before the Certificate Date the Tenant enters into or makes a proposal to enter into any voluntary arrangement pursuant to the Insolvency Act 1986 or any other arrangement or composition for the benefit of creditors or becomes subject to any procedure for the taking of control of goods by another; or

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**10.8** at any time the Rent or any part of it outstanding for [ ] after becoming due, whether formally demanded or not,

then the Landlord may immediately or at any time subsequently—and even if any previous right of re-entry under this paragraph 10 has been waived—re-enter the Site or any part of it and take and retain possession of it, with all the completed or partly completed Works on it and any building and other materials and plant and equipment on it belonging to the Tenant, which are to be forfeited and become the Premises of the Landlord without the Landlord being liable to make any compensation or allowance to the Tenant in respect of them. On such re-entry this Lease will then immediately end but without affecting the rights or remedies of any party in relation to breaches of the covenants or other terms of this Lease that have already occurred.

## **11 Dispute**

**11.1** any dispute or difference that arises between the parties as to the construction of this Schedule 1 or the respective rights, duties and obligations of the parties under it or any other matter arising out of or connected with the subject matter of it must be referred to the decision of an Expert as set out in clause 40 of this lease

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**PROJECT BRIEFING DOCUMENT SCHEDULE 2 – THE BUILDING DOCUMENTS**

This Lease has been executed and delivered as a deed the day before written

EXECUTED AS A DEED THE )

COMMON SEAL of the )

CARMARTHENSHIRE )

COUNTY COUNCIL )

was hereunto affixed in the presence of

Linda Rees-Jones

Head of Administration and Law

EXECUTED AS A DEED )

On behalf of )

LLANELLI RURAL COUNCIL )

By its chairman and its clerk ) Chairman

Clerk





**DATED:** \_\_\_\_\_ **2020**

**CARMARTHENSHIRE COUNTY COUNCIL (1)**

**AND**

**LLANELLI RURAL COUNCIL (2)**

of Vauxhall Buildings,  
Vauxhall, Llanelli, SA15 3BD

**L E A S E**

**Relating to**

**Land located at the rear of Llys Caradog, Dwyfor, Brynsierfel and Lon Ceiriog in Llanelli, SA14  
9EH**

**Linda Rees Jones**

**Head of Administration and Law**

**Carmarthenshire County Council,**

**County Hall**

**Carmarthen,**

**Carmarthenshire SA31 1JP**

**Reference: NLR/PLRG- 3735**



## Introduction and background

The purpose of this paper is to set out a vision for the former community run allotments known locally as Dwyfor Growing Space. This area will become an asset for the Council to manage on behalf of the community in 2020. It is envisaged that the space will be multi-purpose, with positive impacts on biodiversity and general well-being. This document sets out the initial maintenance works as well as looking at short, medium and long term plans for the site. It also outlines important community stakeholders to help the area prosper.



## Local demographics and national policy

Llwynhendy has a population of 4,477 (ONS).

Llwynhendy has the 8<sup>th</sup> highest ward population in Carmarthenshire and 8<sup>th</sup> highest ward density. Llwynhendy has the highest proportion of people aged 45 and under. Llwynhendy has a higher proportion of people with no qualifications and limiting long-term illness. (<https://www.carmarthenshire.gov.wales/home/council-democracy/research-statistics/electoral-ward-county-profiles>)

Welsh Index of Multiple Deprivation (WIMD) is the official measure of relative deprivation for small areas in Wales. It is designed to identify those small areas where there are the highest concentrations of several different types of deprivation. These are Income, Employment, Health, Education, Access to Services, Community Safety, Physical Environment and Housing. The 2014 WIMD report states that Llwynhendy 2 is in the top 10% most deprived areas in Wales whilst Llwynhendy 3 is in the top 20% most deprived in Wales. (A new WIMD index has been published recently and account of this will be taken into consideration before this draft is submitted to Carmarthenshire County Council).

The ideas mentioned in this briefing paper will see the Council hitting key priorities set out in national legislation such as the Well-being of Future Generations (Wales) Act 2015 and the Social Services and Well-Being (Wales) Act 2014. The opportunity to create positive impacts on local biodiversity will also meet targets highlighted in Section 6 Duty of the Environment (Wales) Act 2016.

## Background

Dwyfor Growing Space is situated on land owned by Carmarthenshire County Council. It started as a Communities First Project and is now managed by Llys Caradog Children's Centre, who rent allotments out to the community.

## Location and access

The space is land locked by the back gardens of the terraced houses on Llys Caradog, Dwyfor, Brynsierfel and Lon Ceiriog. Entrance for vehicles is via a narrow single vehicle access lane off Dwyfor. There is sufficient parking space outside the perimeter fencing at the entrance to the gardens. The asset transfer is for the growing space only with the parking area remaining the responsibility of Carmarthenshire County Council. A footpath into the site is accessible off Brynsierfel. A bus service goes by the Dwyfor Growing Space.

## Current status and need

The allotment spaces are currently unused. This is due to uncertainty over the asset transfer and future direction of the space. The site also suffers from mare's tail growth, an invasive plant that effects growing. Discussions with previous users and observations made from site inspections highlight the following issues:

- The allotment spaces originally marked out for hire are too large to manage;



## Dwyfor Growing Space - Briefing paper

- Mare's Tail needs control measures to eradicate from the site;
- Flooding in areas including next to the sheds;
- No water or electricity supply;
- No toilets;
- Overgrown areas and questionable soil quality.

There is complimentary shed space for plot users that are divided into 16 spaces, with each space having a lockable door. Fencing surrounds the whole site area which is lockable to help protect the area from anti-social behaviour. The current landlords will have an insight in to the level of demand locally. Llanelli Town Council run three allotment sites in the town centre, and have a waiting list for people interested, as all of the allotments are used. Recent consultations done by Buildings Communities Trust and the Whole Place Plan demonstrate a lack of community assets in the area.

Llys Caradog has a small number of residents / organisations interested in doing something once the asset transfer has been finalised. To fully establish the need locally, a consultation exercise could be carried out regarding future use of the space.

### Preparing the space

In order to make the space good to start up projects the following improvements are necessary via the asset transfer grant:

- 1) French drains, water harvesting, soakaway and storage system (for irrigation): £9,000
- 2) Site clearance clearing and refurbishment: £2,500
- 3) Adapt and secure shed space: £3,500
- 4) Communal tools & equipment: £1000
- 5) Solar/wind power/batteries, led lighting and irrigation pump: £2,500
- 6) Soil testing £300
- 7) Ground investigation £400
- 8) Accessible raised planting beds: £1,500
- 9) Supply mains water: Awaiting WW quote
- 10) Improve entrance area £800
- 11) Compost areas: £300
- 12) Provide a secure container: £2,500 (including planning permission)

### Funding

£25,000 asset transfer grant secured from CCC.

Funding for a community project, dependant on the project lead, could be accessible via Lottery grants, trust funds and Invest Local Llwynhendy.

### Ideas for the site

Social Farms for Wales recently facilitated a peer to peer visit where Council officers attended Llandaff North Allotments in Cardiff. Also officers have met with local growing group, Incredible Edibles Carmarthenshire at the site. The following ideas have come from these very useful meetings

**Pollinators and Biodiversity** is important for growing spaces. Llandaff set aside a wildflower meadow area which helps the site in general with the pollinators. Nurturing space for pollinators and bees sounds like an all-round win with many bee hotels and interpretation boards seen across the site. Dwyfor lends itself to having a wildflower meadow space that could form a trail. The bee hotels will be a fantastic educational element as well for schools and visitors to the site.

**No dig gardening** was mentioned by both meetings as a very productive and less labour intensive method that is gaining in popularity. This is especially good to know as reports of poor soil quality at the site has been noted in

## Dwyfor Growing Space - Briefing paper

previous discussions with previous allotment holders. Natural composting at end of season by sowing yellow mustard seeds. This helps to manage weed growth and has many benefits for the soil whilst being low on maintenance.
Making the space inclusive by having accessible areas, small plots and raised beds for less able / ageing plot holders who can no longer physically manage a large space.
Communal spaces such as a shared shed space, a community garden and an outdoor class room area will attract groups and schools into the space to learn more about biodiversity, the environment and the importance of well-being while honing gardening and horticultural skills. A storage container to secure items of value that belong to individuals and groups. An art project to paint the container involving local children will help garner a sense of ownership over the site for those taking part.
Good volunteers are priceless. At the Llandaff allotments volunteers manage the hiring of allotment spaces whilst the Council are responsible for general maintenance. The volunteer group work together and compile updates and newsletters to plot holders.
A Sensory Garden could be built in to the site to attract children and families whilst raising awareness of Autism. A project could be done with local stakeholders partnering together to develop this.
A pond area with benches was developed at Llandaff which is a popular space for taking time out and also for educational visits by doing some pond dipping.
Orchard area. There are various fruit trees near the front entrance. A dedicated orchard space could be created where more trees are planted. This will help benefit the environment and help tackle wet areas of the site.
Growing spaces could be allocated over to various services as well as residents.

## Short, Medium and Long Term plans

With regards to maintenance, the site can be managed in stages as follows:

Short	Medium	Long
Clear site of debris, abandoned planters, improve site security	Install mains water	Education: individuals, schools, groups, Princes Trust etc
Soil and ground investigation	Identify areas to re-wild, sow pollinators etc	Continue to develop growing spaces.
Grass cutting, suppression	Develop growing areas, raised beds etc	Growing spaces taken up by community groups, individuals
Adapt shed space and secure	Identify areas for use by education partners, e.g. incredible edibles etc	Sustainable eco systems promoting biodiversity.
Improve entrance area including initial raised beds	Lay paths, wood mulch etc. bordered by pollinating plants	
Install secure storage (incl planning permission)	Develop compost areas	
French drains, water harvesting, overflow soakaway	Develop Bio diverse areas, bug hotels etc. Plant trees, orchard area	
Renewable energy supplies, hybrid solar/wind.		

## Potential project & partner support

There are a number of potential local stakeholders, groups and partners as outlined below.

## Dwyfor Growing Space - Briefing paper

Llanelli's <b>Men's Sheds</b> (Sospan Sheddars) group have expressed an interest in having a space at the site. A well-attended group that is growing in popularity. Not everyone is keen on doing woodwork which is what they specialise in. The Men's Shed if supplied the resources will be able to create benches, develop a sensory garden area or outdoor classroom area.
<b>Incredible Edible Carmarthenshire</b> are the local group of a global 'Incredible Edible' movement which looks to take on uncared for public patches of land in order to grow edibles, that the community can help themselves to. This group have visited the site and expressed an interest in having a space at the site where they can demonstrate good practice to others.
The <b>National Botanical Gardens of Wales</b> could hold classes on site such as how to prepare and grow herbs.
Llanelli GP's have <b>Social Prescribers</b> in their surgeries. They are there to provide medicinal alternatives in order to boost a person's well-being and self-confidence. They often prescribe outdoor activity therefore any classes and groups that use the site could be listed.
Opportunity to promote via the <b>Time Credits</b> and <b>Street Buddies</b> network. Time Credits can be given out to volunteers taking part in clean up / open days.
<b>Our Llwynhendy</b> are the community group of Invest Local. Their plans for the area include developing green spaces and working with youth. They will be employing a Youth and Community worker in 2020. Engaging them in the site will enable them to run projects at the site to help build up resilience in the youth and community.
Local group <b>Llwynhendy &amp; Pemberton Forum Food Bank</b> could benefit from fresh produce grown at the site.
<b>Schools, colleges, chefs and restaurants.</b> Educational establishments can be included as part of their curriculum and use the produce in their school meals, cookery classes and chef academies.
Previous involvement at the site to <b>improve, decorate, prepare</b> and hold classes include the following stakeholders: Heol Goffa School, Brynsierfel School, Coedcae School, Ammanford Special Needs College, Renew Wales, Chooselife, Llanelli Rotary, LRC Training Prince's Trust, Probation Services and more.

**Wendy Evans**

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**Subject:** FW: Saron Community Hall Bynea Llanelli

**From:** Adam D Butler

**Sent:** Friday, September 18, 2020 4:28:22 PM

**To:** Property Compliance Unit ; Sue P John ; Simon Davies (Education; Bynea CP School (Head; Graham Williams

**Cc:** Andrew M Jones >; Gareth Austin >; Andrew R Rees ; Caryl M Williams ; Tom Jones < Eddie Cummings >; Jackie Bergiers ; Heidi Font ; Bynea CP School (Head

**Subject:** RE: Saron Community Hall Bynea Llanelli

Good Afternoon All,

Following on from Andrew's email below I have highlighted health and safety management arrangements required to be undertaken by the school prior to use;

- **Signage;**

As per schools risk assessment the school are required to ensure the following is in place;

- Social Distancing banner erected outside the building to remind parents / staff of the requirement during drop off / collection times to maintain two metre social distancing at all times
- Hand sanitising poster – on arrival into building
- Maximum numbers on toilet door/s
- Handwashing posters in toilets
- Social distancing posters in the hall (to remind staff to maintain two metres social distancing from other staff)
- Isolation Room poster – to be placed on the door
- Maximum numbers on kitchen door

- **Hand washing-**

- School to place a free standing hand washing station outside and pupils to wash hands before they enter
- Freestanding hand sanitising unit at the entrance (with poster displayed)
- Pupils encouraged to wash their hands regularly throughout the day

- **Site security-**

- As Andrew has already mentioned a shoot bolt to be placed on the inside of main entrance to prevent unauthorised access
- Fire Exit doors to remain closed to prevent unauthorised access (Windows can be opened to allow ventilation)

- **Isolation room-**

- Should a child become symptomatic an isolation room has been identified (poster to be displayed on this door), there is a fire exit double door within this room which can be opened during the time the child is in the room with a member of staff until they are collected
- Room to be out of use for 72 hours if used and follow risk assessment for deep cleaning arrangements after this time has lapsed

- **Cleaning-**

- School have said the school cleaner will carry out cleaning of touch points/surfaces during lunchtime when the pupils/staff are having lunch at the school
- Tania to discuss this with Cleaning Services (Caryl /Tom) for arrangements at the end of the school day to be included

- Morning drop off / collection;
  - Year 4/5 pupils will either be dropped off by parent at entrance, or if using breakfast club will be supervised by teacher/teaching assistant into the hall afterwards
  - End of school day – staff member to supervise pupils leaving the hall
  - Weighted Barrier to be placed across open area which leads to main road, this will naturally encourage the pupils towards the paved and to walk back towards the school – Tania to arrange this,
  - All parents are reminded of these arrangements
- Lunch arrangements;
  - All pupils will leave the hall at the same time supervised by the two teaching staff and led into the school ground, likewise when they return to class
- PAT Testing of electrical equipment;
  - All equipment used will already have been PAT tested by the school
  - Teaching staff to visually check equipment prior to use and termly checklist to be documented
- Lease agreement/insurance;
  - Tania to discuss with Simon/Sue

All the above to be reflected in the re-opening of schools' risk assessment (v2) that was issued yesterday

To order posters/hand sanitiser unit please email ;

If you have any comments or seek further support/guidance please do not hesitate to contact me

Regards,

Adam

**From:** Property Compliance Unit

**Sent:** 18 September 2020 15:31

**To:** Sue P John <; Simon Davies (Education) >; Bynea CP School (Head) <>; Graham Williams <

**Cc:** Andrew M Jones <; Gareth Austin <>; Adam D Butler <>; Andrew R Rees < Property Compliance Unit <

**Subject:** Saron Community Hall Bynea Llanelli

Good Afternoon All

Following today's verification visit I would like to confirm the following:

- Asbestos- having reviewed the information provided by the Llanelli Rural Council I can confirm there are no asbestos issues.
- Water system- The Risk Assessment reviewed confirmed that the system is low risk with a mains fed system with a combi boiler providing the hot wate, Hot and Cold water temperatures are within guidance ( boiler needs to be on a high setting), One are of concern is the male WC as there are no TMV fitted and the hot water is too hot for children, we would advise that TMV be fitted. ( Graham acknowledged that this is something that the Rural maybe in a position to rectify before occupation). We would also require that the school undertakes a weekly flushing programme.
- Fire Safety- There is no Fire alarm in the premises, there are two dedicated fire exits leading from the main hall directly to a place a ultimate safety. Emergency lighting is fitted ( there do not appear to be any test points)
- The Fixed electrical systems has recently been serviced and all remedial works have been undertaken.
- Heating and Hot water boiler has recently been serviced.
- Portable Fire Fighting Equipment are due to be serviced.

Following this visit we see no reason for not being able to utilise this facility for Bynea CP School.

We would advise that a shoot bolt be fitted at high level on the inside of the front doors to ensure the property can be secured to prevent any unauthorised access.

We would also suggest that in order to ensure the safety of staff and pupils during the Covid-19 pandemic we have exclusive use of the building during the lease period.

The school is responsible for ensuring that all social distancing measures are put in place prior to occupation.

A Fire evacuation plan will be completed and forwarded to the school in due course.

If we can be of any further assistance do not hesitate to contact us.

# *Diolch*

## **ANDREW D RUSS**

Swyddog Cyflwr Eiddo/Property Condition Officer

Uned Cynnal a Chadw Eiddo / Property Maintenance Section

Gwasanaethau Eiddo / Property Division

Adran Yr Amgylchedd – Environment Department



*"Our Environment, Let's shape it together"*

Mae croeso i chi gysylltu â mi yn Gymraeg neu Saesneg  
You are welcome to contact me in Welsh or English.



**Carol Lloyd****Subject:**

FW: Sir Gaerfyrddin / Carmarthenshire - Ysgol Heol Goffa

Dear Consultee,

**Consultation Process – Ysgol Heol Goffa**

Please find attached, the electronic link for your information, with regards to the consultation document on the proposal to relocate Ysgol Heol Goffa to a new site and increase its capacity from 75 to 120. Please follow this link which will take you to the main consultations webpage and select the relevant consultation named **"Proposal to relocate Ysgol Heol Goffa to a new site and increase its capacity from 75 to 120"**.  
[www.carmarthenshire.gov.wales/consultations](http://www.carmarthenshire.gov.wales/consultations)

The consultation period will run from **21 September 2020** until **1 November 2020**. Should you wish to submit any observations, please do so by the closing date, **1 November 2020** by completing an online survey using the following link:  
<https://carmarthenshire.researchfeedback.net/wh/s.asp?k=158099067725>


or in writing to the following address:

Director of Education & Children's Services  
Building 2  
St. David's Park  
Jobs Well Road  
Carmarthen  
SA31 3HB

Alternatively, you may wish to submit your observation via e-mail to:  
[DECMEP@carmarthenshire.gov.uk](mailto:DECMEP@carmarthenshire.gov.uk)

Please contact Sharon James of this department on the contact details provided below if you have any queries.

Your Sincerely,



Gareth Morgans  
Director of Education and Children's Services

**Sharon James** 

Swyddog Proiect Datblygu Ysgolion | School Development Project Officer  
Adran Addysg a Phlant | Department for Education & Children

Proposal to relocate Ysgol Heol Goffa to a new site and increase its capacity from 75 to 120

## Consultation Document



[carmarthenshire.gov.uk](http://carmarthenshire.gov.uk)

Cyngor **Sir Gâr**  
**Carmarthenshire**  
County Council





## **School Modernisation Section**

**Sara Griffiths**, Modernisation Team Manager

If you require this information in large print, Braille or on audiotape please contact the Department for Education & Children

**Email:** [DECMEP@carmarthenshire.gov.uk](mailto:DECMEP@carmarthenshire.gov.uk)

**Telephone:** 01267 246476

## Foreword

As part of its statutory obligation to keep the number and type of school places under review, the County Council has adopted a wide-ranging programme designed to improve school buildings and enhance opportunities for learning. The strategy reflects the vision and policies established by the County Council which embrace the requirement to deliver services, to clear standards – covering both cost and quality – by the most economic and effective means. In our drive to continually improve on the services made available to all learners, we must maximise the finite resources available to the Council, and continue to work in partnership with all those who have a contribution to make to the process of learning and the wellbeing of both children and their families. Schools of the future will need to serve as a focus for a wide range of services dedicated to serving the needs of the community through a joined up approach.

Carmarthenshire is blessed with many very able education leaders and teachers but the continuing changes to the curriculum places a heavy demand on their skills to meet the wide ranging demands of all children. Although the processes of learning, and skills of teaching, are extremely important, deep subject knowledge on the part of the teacher is essential if learners with their various gifts in different areas are to discover and develop their talents to the full.

Schools designed to meet current demands are expected to provide a broad and balanced curriculum through high quality and inspirational teaching. In the planning of new provision it will be important to ensure that our schools are properly equipped to enhance opportunities for social inclusion, sustainable development, equal opportunities and bilingualism. In practical terms we need to ensure that provision reflects the changing patterns of population, with schools based in the right location with accommodation and facilities fit to serve the needs of all learners in the twenty first century.

Consultation will follow the guidelines established by the Welsh Government and will involve identified interested parties. The information set out in this document is intended to clarify the proposals for your school and support the consultation process.



**Gareth Morgans**  
Director of Education and Children's Services

## Glossary of Abbreviations

<b>ALN</b>	Additional Learning Needs
<b>AN</b>	Admission number
<b>CCC</b>	Carmarthenshire County Council
<b>CP</b>	Community Primary
<b>DS</b>	Dual Stream
<b>EM</b>	English medium
<b>Estyn</b>	Her Majesty's Inspectorate for Education and Training in Wales
<b>FTE</b>	Full Time Equivalent
<b>LA</b>	Local Authority
<b>MCSW</b>	Measuring the Capacity of Schools in Wales
<b>MEP</b>	Modernising Education Programme
<b>NOR</b>	Number on Roll
<b>PLASC</b>	Pupil Level Annual School Census Data
<b>PMLD</b>	Profound and Multiple Learning Difficulties
<b>PT</b>	Part time
<b>SLD</b>	Severe Learning Difficulties
<b>WESP</b>	Welsh in Education Strategic Plan
<b>WG</b>	Welsh Government
<b>WM</b>	Welsh medium

## Content

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## 1. Introduction / Background / Rationale for Change

### **Current Provision/ Status Quo/ Background**

Carmarthenshire County Council makes primary and secondary SLD/PMLD provision in the East and West of the county through specialist settings attached to mainstream schools however Ysgol Heol Goffa is the only standalone Special School for PMLDs / SLD within Carmarthenshire.

Ysgol Heol Goffa is a special school located in Llanelli and is maintained by Carmarthenshire County Council. The school caters for 75 pupils between the ages of 3-19 years old who have severe learning difficulties (SLD) or profound and multiple learning difficulties (PMLD). All pupils have a Statement of Special Educational Needs or Individual Development Plan (IDP). Ysgol Heol Goffa is the only special school within Carmarthenshire that caters for pupils with SLD and PMLD and therefore the catchment area for the school is the whole of Carmarthenshire.

Learners are taught in 10 class groups and a typical class would have one teacher and three teaching assistants for eight pupils however the school has to be flexible to meet the needs of the children. The adult/pupil ratio ensures that the individual care and educational needs of the pupils can be met. The school is supported by the physiotherapy, occupational therapy service and the speech and language therapy service. The Local Authority's sensory impairment team, educational psychologist and behaviour teams also work with the school. The school facilities include a purpose built PMLD classroom, sensory rooms, a soft play area, outdoor sensory gardens, rebound therapy facilities, an adventure play area and outdoor learning areas.

### **Rationale for Change**

Ysgol Heol Goffa is currently over-subscribed and this trend is likely to continue for the foreseeable future. There is increased demand for places which is putting significant pressure on the Local Authority to place pupils. The current capacity of Ysgol Heol Goffa is 75 with 101 pupils on roll as at January 2020 PLASC.

As a result, the Local Authority are currently developing a scheme to increase the capacity of Ysgol Heol Goffa to 120 places for pupils aged 3-19 who have severe learning difficulties (SLD) or profound and multiple learning difficulties (PMLD) by providing a new school with facilities fit for the 21<sup>st</sup> Century on a new site.

The proposed new site is located next to the recently completed Ysgol Pen Rhos which is approximately 3.8 miles from the current school site. The site is within the ownership of Carmarthenshire County Council.

The current site and layout of Ysgol Heol Goffa is poor, this is highlighted by the overcrowded mini bus collection and drop off at the start and end of each school day and the lack of sufficient car parking at the front of the school.

A more recent Estyn inspection completed in March 2017 reported that the Learning Environment was 'adequate' noting that areas of the school building in particular the school hall and teaching areas for the post 16 pupils limit significantly the range of learning opportunities that can take place on site. The lack of an on-site hydrotherapy pool was also reported as a shortcoming.

The proposed new school building would overcome these difficulties noted by Estyn by providing 21<sup>st</sup> Century Facilities to meet the needs of children with more complex needs and profound special educational needs. The proposed development would provide additional space and better provision for teaching post 16 pupils with life skills and vocational skills as well as more space and better play provision on the proposed new school site.

The proposed investment will be funded (75% Welsh Government, 25% Local Authority) subject to business case approval by Welsh Government.

The new school will have the following benefits:

- Increase places available for pupils in the area with complex and profound special educational needs;
- 21<sup>st</sup> Century School facilities to meet the needs of children with more complex needs and profound special educational needs;
- Hydro pool facility integrated within the school building;
- New facilities with the required resources such as sensory rooms, specialist therapy rooms, therapeutic external learning environments etc.
- Better learning environment for the children and young people attending the new school;
- More space and better play provision on the school site;
- More space and better provision for teaching young people life skills and vocational skills;
- Specialist provision and specialist resources with therapy rooms available at the new school site;
- A range of learning experiences to develop independence and life skills in preparation for adulthood; and
- Opportunity to share resources with the newly opened Ysgol Pen Rhos adjacent to the proposed new site.



## 2. The Consultation Process

### The Consultation Process

The consultation on this proposal will follow guidelines established by the Welsh Government as stated in the School Organisation Code (2018).

### Who will be consulted?

This document will be sent to the following interested parties:

Staff (Teaching and Ancillary) – Ysgol Heol Goffa	Director of Education – All Neighbouring Authorities
Governors and Parents/Guardians – Ysgol Heol Goffa Primary School	Diocesan Director of Education Church in Wales and RC
Local County Councillors	Estyn
Community Councillors Llanelli Town Council	Regional Transport Consortium
Assembly Member (AM) / Regional Members / Members of Parliament (MP)	*All schools within Carmarthenshire
Welsh Ministers	All relevant unions
SEN Partners	Communities for Work
LA Special Educational Needs Division	Legacy
ERW – Education through Regional Working	Fusion
Families First Carmarthenshire	Public Services Board
Child Care / Early Years	Local Police and Crime Commissioner
Communities First Partnership	Flying Start
Welsh Language Commissioner	

\* Consultation document sent to Headteacher and Chair of Governors of all Primary and Secondary Schools in Carmarthenshire.

## Consultation Period

The consultation period for this proposal starts on 21 September 2020 and ends on 1 November 2020.

Consultees can submit their views in favour of or against a proposal. Responses received during the consultation period will not be treated as statutory objections. If consultees wish to object, they will need to do so in writing during the statutory objection period outlined on page 10.

### Considering your views

During the consultation period you can ask questions and express your views by writing a letter to the address below or by completing an online survey using the following link:

<https://carmarthenshire.researchfeedback.net/wh/s.asp?k=158099067725>

Letters should be sent to the following address by no later than noon on 1 November 2020.

Mr Gareth Morgans, Director of Education and Children's Services,  
Building 2, St. David's Park, Jobs Well Road, Carmarthen, SA31 3HB  
Or E-mail to: [DECMEP@carmarthenshire.gov.uk](mailto:DECMEP@carmarthenshire.gov.uk)

### Drop in Session

Due to the ongoing implications of the Coronavirus issue we have been advised to postpone all events where there is interaction between staff, parents and the wider community and as a result there will not be a drop in session to discuss proposals. Should you feel strongly about discussing the proposals please contact Mrs Sharon James by sending an e-mail to [DECMEP@carmarthenshire.gov.uk](mailto:DECMEP@carmarthenshire.gov.uk) and a virtual meeting can be arranged.

### Consultation with Pupils

There will be an opportunity for the pupils of Ysgol Heol Goffa to participate in the consultation process during a session which will be conducted at the school.



The information gathered from the consultation with pupils will form part of the consultation report which will be submitted to the Executive Board for consideration following the consultation period.

## **Consultation Report**

A consultation report will be published on Carmarthenshire County Council's website at least 2 weeks before a decision is made on whether or not to proceed to publish a statutory notice. Hard copies of the report will also be available on request. The report will summarise the observations submitted by consultees and provide Carmarthenshire County Council's response to these observations. The report will also contain Estyn's view of the proposal and details of consultation undertaken with the pupils.

The Executive Board of Carmarthenshire County Council will consider the consultation report and decide whether or not to proceed with the proposal.

If the Executive Board decides to continue with the proposal Carmarthenshire County Council must publish a statutory notice.

## **Statutory Notice**

The statutory notice will be published on Carmarthenshire County Council's website and displayed at Ysgol Heol Goffa. Copies of the notice will be made available to the school to distribute to pupils, parents, guardians, and staff members (the school may also distribute the notice by email).

### **Statutory Objection Period**

The statutory notice will set out the details of the proposal and invite anyone who wishes to object to do so in writing within a period of 28 days. If objections are received an objection report will be published on the Carmarthenshire County Council website. Hard copies of the report will also be available on request. The report will summarise the issues raised and provide Carmarthenshire County Council's response to those objections.

## **Determination of Proposal**

Carmarthenshire County Council will determine the proposal. The County Council may decide to approve, reject or approve the proposal with modifications. In doing so, the County Council will take into account any statutory objections that it received.

## Decision Notification

Following determination of proposals all interested parties will be informed and advised of the availability of the decision which will be published electronically on Carmarthenshire County Council's website.

## The Statutory Process Time-Table

The statutory process and timetable will be as follows:

21 September 2020	Issue of this consultation document to identified and other interested parties.
1 November 2020	Closing date for views on the proposal to be received by the Department for Education and Children.
22 December 2020	<p>A Consultation Report will be taken to the Executive Board for a decision on whether or not to proceed to publish a statutory notice. OR alternatively proposal ends.</p> <p>The Consultation Report will be published on Carmarthenshire County Council's website at least 2 weeks prior to the publication of a statutory notice.</p> <p>If the decision is made to proceed then a statutory notice will be published. The notice will outline details of the proposal and be published on the Council's web site and be displayed near the entrance of the school and schools which are subject to the proposals. Copies of the notice will be made available to the school to distribute to parents, guardians and staff members.</p> <p>Following publication there will be a 28 day period during which time formal written objections will be invited.</p> <p>The statutory notice will give details on how you may record your objections to the proposal.</p>
February 2021	End of formal 28 day notice period for objections. County Council will determine the proposal. The County Council may decide to approve, reject or approve the proposal with modifications, in doing so the County Council will take into account any statutory objections received.

May 2021	<p>Deadline to notify parents of intention to implement proposal.</p> <p>Following determination of proposals all interested parties will be informed and advised of the availability of the decision which will be published electronically on Carmarthenshire County Council's website.</p>
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### 3. School (s) affected by this proposal

The catchment area of Ysgol Heol Goffa covers the whole of Carmarthenshire therefore all schools will be notified of the proposal.

<b>School Name</b>		Ysgol Heol Goffa
<b>School Location</b>		SA15 3LS
<b>County</b>		<b>Carmarthenshire</b>
<b>Age Range</b>		3-19
<b>School Category</b> (Community [C], Voluntary Aided [VA], Voluntary Controlled [VC]), Special		Special School
<b>Language Medium Category</b>		English Medium
<b>Number of registered Pupils (January 2020)</b>	<b>Nursery</b>	4
	<b>Primary</b>	42
	<b>11 to 16</b>	38
	<b>Post-16</b>	17
	<b>Total</b>	<b>101</b>
<b>Number of pupils previously on the register</b>	<b>January 2019</b>	95
	<b>January 2018</b>	86
	<b>January 2017</b>	76
	<b>January 2016</b>	75
<b>Pupil Projections</b>	<b>January 2020</b>	N/A
	<b>January 2021</b>	N/A
	<b>January 2022</b>	N/A
	<b>January 2023</b>	N/A
	<b>January 2024</b>	N/A
<b>Capacity</b>		<b>75</b>
<b>Cost per pupil (2020-21)</b>		£22,210
<b>School Budget ( 2020-21)</b>		2,110 (£k)
<b>School Categorisation (2019)</b>		<b>GREEN</b>
<b>Estyn Inspection Result</b>		<a href="#">Estyn Inspection Report - Ysgol Heol Goffa</a>
<b>Building Condition Category</b>		<b>C</b>

## Estyn Inspections

As part of a national programme of school inspections, Estyn commissions reviews of all schools. The most recent Estyn inspection for Ysgol Heol Goffa took place in March 2017 and consultees may access the finding either via the Estyn website at [www.estyn.gov.uk](http://www.estyn.gov.uk) or you may request a copy from the Local Authority (for which a charge in respect of photocopying may be made).

During each inspection, inspectors aim to answer three key questions:

- Key Question 1: How good are the outcomes?
- Key Question 2: How good is provision?
- Key Question 3: How good are leadership and management?

In these evaluations, inspectors use a four-point scale:

Judgement	What the judgement means
Excellent	Many strengths, including significant examples of sector-leading practice
Good	Many strengths and no important areas requiring significant improvement
Adequate	Strengths outweigh areas for improvement
Unsatisfactory	Important areas for improvement outweigh strengths

More detail on the common inspection framework can be accessed via this link - <https://www.estyn.gov.wales/inspection/inspection-explained/common-inspection-framework>

The inspection judgements for Ysgol Heol Goffa are shown in the following table:

Inspection Area	Judgement
How good are outcomes?	Good
How good is provision?	Excellent
How good are leadership and management	Excellent

## 4. The Proposal – Ysgol Heol Goffa

### The Proposal

Due to the increase in demand for pupil places the proposal is to:

Relocate Ysgol Heol Goffa to a new site and increase its capacity from 75 to 120 from September 2023 when occupation of the new school building is proposed.

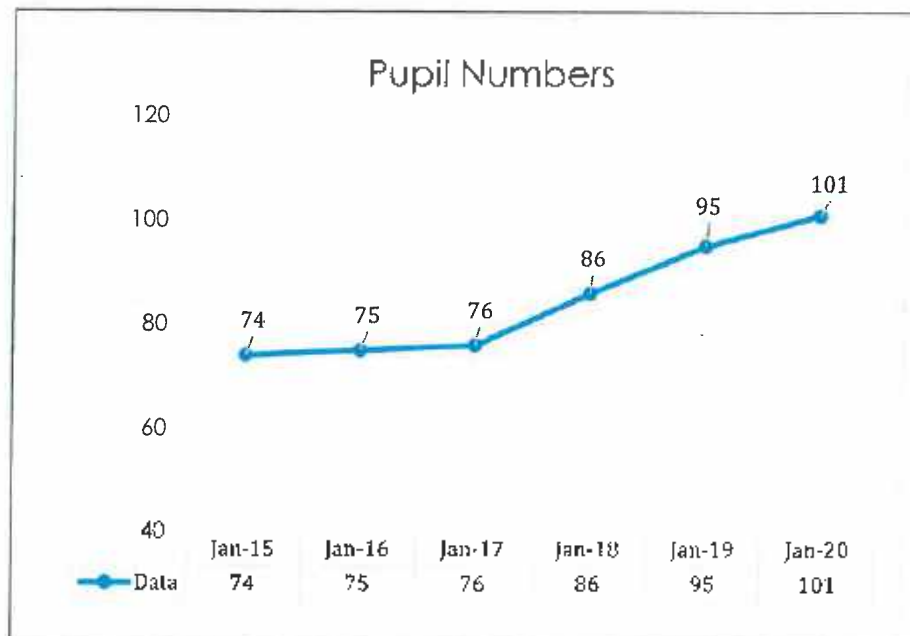
### Background

Ysgol Heol Goffa is a special school located in Llanelli and is maintained by Carmarthenshire County Council. The school provides placements for pupils aged from 3 to 19 with severe or profound and multiple learning difficulties.

### Rationale for Change

The current school is over-subscribed at present with 101 pupils on roll as at January 2020 and does not meet the needs of the learners, as a result the Local Authority are currently developing a scheme to provide Ysgol Heol Goffa with a new school building on a new site with facilities fit for the 21<sup>st</sup> Century.

The chart below shows the increase in pupil numbers attending Ysgol Heol Goffa between January 2015 and January 2020 (PLASC).





## Capacity Information

	Jan 15	Jan 16	Jan 17	Jan 18	Jan 19	Jan 20
Ysgol Heol Goffa Capacity	75	75	75	75	75	75
Pupil Numbers	74	75	76	86	95	101
Surplus	1	0	+1	+11	+20	+26

As can be seen from the table, Ysgol Heol Goffa has been over capacity for a number of years. This proposal will overcome these issues by providing a new school building with capacity for 120 pupils with facilities fit for the 21<sup>st</sup> Century.

## School Catchment Area

The catchment area of Ysgol Heol Goffa covers the whole of Carmarthenshire. This will not change as part of this proposal.

## Transitional Arrangements

There will be no change for pupils. Pupils will remain at the existing school site until the new build school is ready for occupation.

## Advantages and Disadvantages of the Proposal / Scheme

### Advantages

- New build school with 21<sup>st</sup> Century Facilities
- Hydro Pool integrated within the school building
- Increase capacity to 120 places
- More space and better play provision on the new school site
- Opportunity to share resources with the newly opened Ysgol Pen Rhos adjacent to the proposed new site.

### Disadvantages

- Increase in travelling for some pupils
- Approval of business cases from Welsh Government for 75% grant funding to build the new school required.

## Risks and Counter Measures

Risk		Counter Measure
1.	Failure to obtain statutory approval to implement the proposal.	- Follow guidelines as set out in the School Organisation Code 2018.
2.	Demand for provision diminishes.	- This is unlikely as the demand for places outweigh the

		number of places currently available.
3.	Increased travelling times for some pupils.	<ul style="list-style-type: none"> <li>- Transport will be provided in accordance with the requirements of a Statement of Special Educational Needs issued by the Authority or where a pupil/learner is the subject of the statutory assessment procedure where learning difficulties which the LA considers makes transport 'necessary'. Assessments will be subject to regular review. The type and nature of transport provided will be determined by a Risk Assessment.</li> </ul>
4.	Integration of pupils into the new school building.	<ul style="list-style-type: none"> <li>- The Authority will work with the pupils to ensure smooth transition and integration into the new school.</li> </ul>

## WESP

Ysgol Heol Goffa has been categorised as an English medium language category special school.

The Local Authority is committed to providing a bilingual service to Carmarthenshire's learners. The Authority recognises that bilingual provision in our Special Schools and Units is limited. We will work with these settings in developing bilingual provision to ensure that learners with complex additional needs can access bilingual provision and support in their chosen language.

The majority of pupils respond appropriately to Welsh greetings and can use common greeting words in the correct context. Nearly all pupils develop their understanding of the culture and heritage of Wales effectively.

The school plans suitably to develop pupils' Welsh language skills. There are many opportunities for pupils to develop their understanding of Welsh culture and heritage, for example through the school's annual eisteddfod and residential trips to Llangrannog.



## Financial Implications – Revenue

Ysgol Heol Goffa is funded in accordance with the County Council's Fair Funding policy and will receive resources on the same basis as any other school within the County Council, based on the new school's pupil numbers and facilities.

## Admission Arrangements

Admission to Ysgol Heol Goffa is via an inclusion panel made up of Headteachers and representatives of the Authority. Referrals to the admissions panel are made by the Education Department via the placement panel following consultation with representatives from the Health and Social Services Departments.

## Alternative options Considered

In developing a preferred option the Authority considered a range of alternative options.

Option 1	Status Quo	Discounted due to insufficient capacity for current number on roll, confined site.
Option 2	Refurbish / Remodel current school site	Insufficient outdoor area to develop current school site.
Option 3	New build 90 capacity school providing 21 <sup>st</sup> Century facilities with a 5 bed respite centre.	Capacity insufficient as there are 101 pupils on roll (January 2020).
Option 4 (Preferred)	New build 120 capacity school providing 21 <sup>st</sup> Century facility with a 5 bed respite centre and small hydro pool.	Preferred option for the medium to long term.
Option 5	New build 120 capacity school providing 21 <sup>st</sup> Century facility with a 6 bed respite unit and full size hydro pool.	Discounted due to the scope of the maximum option exceeding the requirements of the area.

## Transport Impact Assessment

Transport will be provided in accordance with the requirements of a Statement of Special Educational Needs issued by the Authority or where a pupil/learner is the subject of the statutory assessment procedure where they have learning difficulties which the Local Authority considers makes transport 'necessary'. Assessments will be subject to regular review. The type and nature of transport

provided will be determined by a Risk Assessment. The site for the new school is approximately 3.8 miles from the current site of Ysgol Heol Goffa.

### **Capital Receipts**

Any capital receipts received as a result of this proposal will be re-invested into the Modernising Education Programme.

### **Community Impact Assessment**

Please refer to Appendix A of this consultation document for full details of the Community Impact Assessment undertaken.

### **Welsh Language Impact Assessment**

Please refer to Appendix B of this consultation document for full detail of the Welsh Language Impact Assessment undertaken.

### **Equality Impact Assessment**

Please refer to Appendix C of this consultation document for full details of the Equality Impact Assessment undertaken.

## 5. Evaluation of Present Arrangements

### Quality and standards in education

#### Standards

It is not appropriate to compare the standards that pupils achieve at the school with national averages or to analyse trends in overall performance over time because of the wide range of pupils' special educational needs. There is no significant difference between the performance of all pupils and that of boys and girls, those pupils eligible for free school meals or those who are looked after by a local authority.

By the time they leave the school, all leavers gain at least one or more qualifications in accredited courses that are well matched to their individual needs and abilities.

#### Teaching and learning experiences

The quality of teaching is consistently high across the school. All teachers have high expectations of what pupils can achieve. They challenge pupils appropriately to concentrate and complete tasks to the best of their ability.

Teachers and support staff work closely together as a strong and effective team. All staff manage challenging behaviour very skilfully and this enables pupils to remain engaged with their learning and to make progress.

The school provides a broad and balanced curriculum that meets the needs of the pupils exceptionally well. Teachers plan collaboratively to make highly effective use of the school's resources and ensure stimulating and engaging learning experiences across the school.

There is a strong emphasis throughout the school on ensuring pupils develop the skills they need to become more independent. The school provides an extensive range of extra-curricular activities, clubs and residential experiences, including music, drama, netball and gardening. These are highly effective in developing pupils' confidence and the wider skills they will need in their future lives. Post-16 pupils have relevant opportunities to participate in work experience and enterprise activities which prepare them well for the world of work.

## **Care, support and guidance**

The school provides a very high level of care, support and guidance for its pupils. The school's procedures to promote awareness of healthy lifestyles and to develop pupils' wellbeing are exemplary. There is extensive provision for pupils to engage in activities that develop their physical and emotional wellbeing.

The school works very effectively with professionals from a suitable range of agencies, which ensures effective collaborative planning for pupils' individual health needs.

The school provides extensive opportunities for pupils to develop important life skills, such as learning how to be safe online, how to shop and how to prepare healthy meals.

There are highly effective policies and procedures in place for managing pupil behaviour, which staff apply exceptionally well. Staff build positive relationships with pupils and manage pupil behaviour skilfully.

## **Leadership and Management**

The Headteacher and members of the senior leadership team provide exceptional leadership for the school. They communicate a clear strategic direction for the school that focuses well on developing pupils' academic and social skills through providing relevant, enjoyable and challenging learning experiences.

The senior leadership team are highly effective in developing the leadership skills of the many staff who have responsibility for co-ordinating subjects and leading school improvement projects.

## **Impact of the proposal**

If approved, the proposal will provide a high quality learning environment in support of enhancing outcomes for all learners. Much research has demonstrated that learners achieve better outcomes when the learning environment is of the highest quality.

This proposal will ensure that the already excellent standards will be maintained and indeed improved as a result of this proposed investment.

## **Need for places and the impact on accessibility of schools**

The County Council has considered the sufficiency of places and the likely demand for places in the future.

## **Resourcing of education and other financial implications**

As can be seen on page 13 there is currently a shortfall of places available at the current Ysgol Heol Goffa. This proposal will ensure that there are sufficient pupil places in a special school for the medium to long term.

## **Surplus Places / Capacity Issues**

The capacity of Ysgol Heol Goffa is 75 however based on January 2020 pupil data there are 101 pupils on roll which is 26 places over capacity. To meet current and future demand an increase in capacity is required for the medium to long term. If provision is not increased pupils may have to travel out of county to receive the specialist care they require at a substantial cost to the Local Authority.

## **Transport Costs**

Transport arrangements will be made in accordance with the County Council's home to school transport policy.

## **Capital Costs / Capital Receipts**

If the proposal is approved the new school will address the current shortfall in capacity as part of the Council's 21<sup>st</sup> Century Schools Programme.

This investment will be funded (75% Welsh Government, 25% Local Authority) subject to business case approval by Welsh Government.

## 6. Appendix A- Community Impact Assessment

Ward Profiles – Ysgol Heol Goffa is currently within the Lledi ward, the ward profile can be viewed by clicking on the following link [Ward Profile Lledi](#)

The Lledi ward is within a community's first area.

The new school site will be within the Tyisha / Glanymor ward.

### Proposed Development

If approved the proposed new school improvements would bring significant benefits to pupils and the community as noted below:

- **Pupils**

This proposal seeks to ensure a high quality learning environment increasing places available for pupils in the area with complex and profound special educational needs. The improved facilities will directly enhance teaching and learning for learners developing a school with the necessary resources namely sensory rooms, therapy rooms, therapeutic external teaching environments etc. It would offer learners more space and better play provision and more space and better provision for teaching young people life skills and vocational skills. Pupils would benefit from sharing a 3G pitch with Ysgol Pen Rhos located adjacent to the proposed new site for Ysgol Heol Goffa.

- **The Community**

The proposed new school would benefit the community from the use of the specialist facilities outside of school hours.

- A range of easily accessible outdoor spaces (a useful learning and teaching environment invaluable for recreational, social and extended school and community use). The outdoor space will include access to a MUGA (Multi Use Games Area).
- Community use of ICT resources such as Braille keyboards for visitors as well as for the pupils and staff.
- Sharing of a 3G pitch with Ysgol Pen Rhos located adjacent to the proposed new site.
- A purpose built 5 bed respite centre.
- A hydro pool.

Secure access points will be designed into the scheme which will allow the community to access the school building and external hard play areas during the evenings and weekends in co-operation with the Headteacher.



## 7. Appendix B- Welsh Language Impact Assessment

Carmarthenshire County Council's vision is to provide a service, which will ensure access to high quality learning opportunities for all children, young people and adults, this enabling the achievement of their full potential within the context of the unique bilingual nature of the county.

The language category of Ysgol Heol Goffa is English medium and English is the main language of nearly all pupils.

The majority of pupils respond appropriately to Welsh greetings and can use common greeting words in the correct context. Nearly all pupils develop their understanding of the culture and heritage of Wales effectively.

The school plans suitably to develop pupils' Welsh language skills. There are many opportunities for pupils to develop their understanding of Welsh culture and heritage an example being the school's annual eisteddfod and residential trips to the Urdd camp in Llangrannog.

## 8. Appendix C- Equalities Impact Assessment

### Carmarthenshire County Council

#### Assessing Impact

##### **The Equality Act 2010**

The Equality Act 2010 (the Act) brings together and replaces the previous anti-discrimination laws with a single Act. It simplifies and strengthens the law, removes inconsistencies and makes it easier for people to understand and comply with it. The majority of the Act came into force on 1 October 2010.

The Act includes a new public sector equality duty (the 'general duty'), replacing the separate duties on race, disability and gender equality. This came into force on 5 April 2011.

##### **What is the general duty?**

The aim of the general duty is to ensure that public authorities and those carrying out a public function consider how they can positively contribute to a fairer society through advancing equality and good relations in their day-to-day activities. The duty ensures that equality considerations are built into the design of policies and the delivery of services and that they are kept under review. This will achieve better outcomes for all.

The duties are legal obligations. Failure to meet the duties may result in authorities being exposed to legal challenge.

Under equality legislation, public authorities have legal duties to pay 'due regard' to the need to eliminate discrimination and promote equality with regard to race, disability and gender, including gender reassignment, as well as to promote good race relations. The Equality Act 2010 introduces a new public sector duty which extends this coverage to age, sexual orientation, pregnancy and maternity, and religion or belief. The law requires that this duty to pay 'due regard' be demonstrated in the decision making process. It is also important to note that public authorities subject to the equality duties are also likely to be subject to the



obligations under the Human Rights Act and it is therefore wise also to consider the potential impact that decisions could have on human rights as part of the same process.

### **Carmarthenshire's approach to Equality Impact**

In order to ensure that the council is considering the potential equality impact of its proposed policies and practices, and in order to evidence that we have done so, every proposal will be required to be supported by the attached Equality Impact Assessment. Where this assessment identifies a significant impact then more detail may be required.

### **Reporting on assessments**

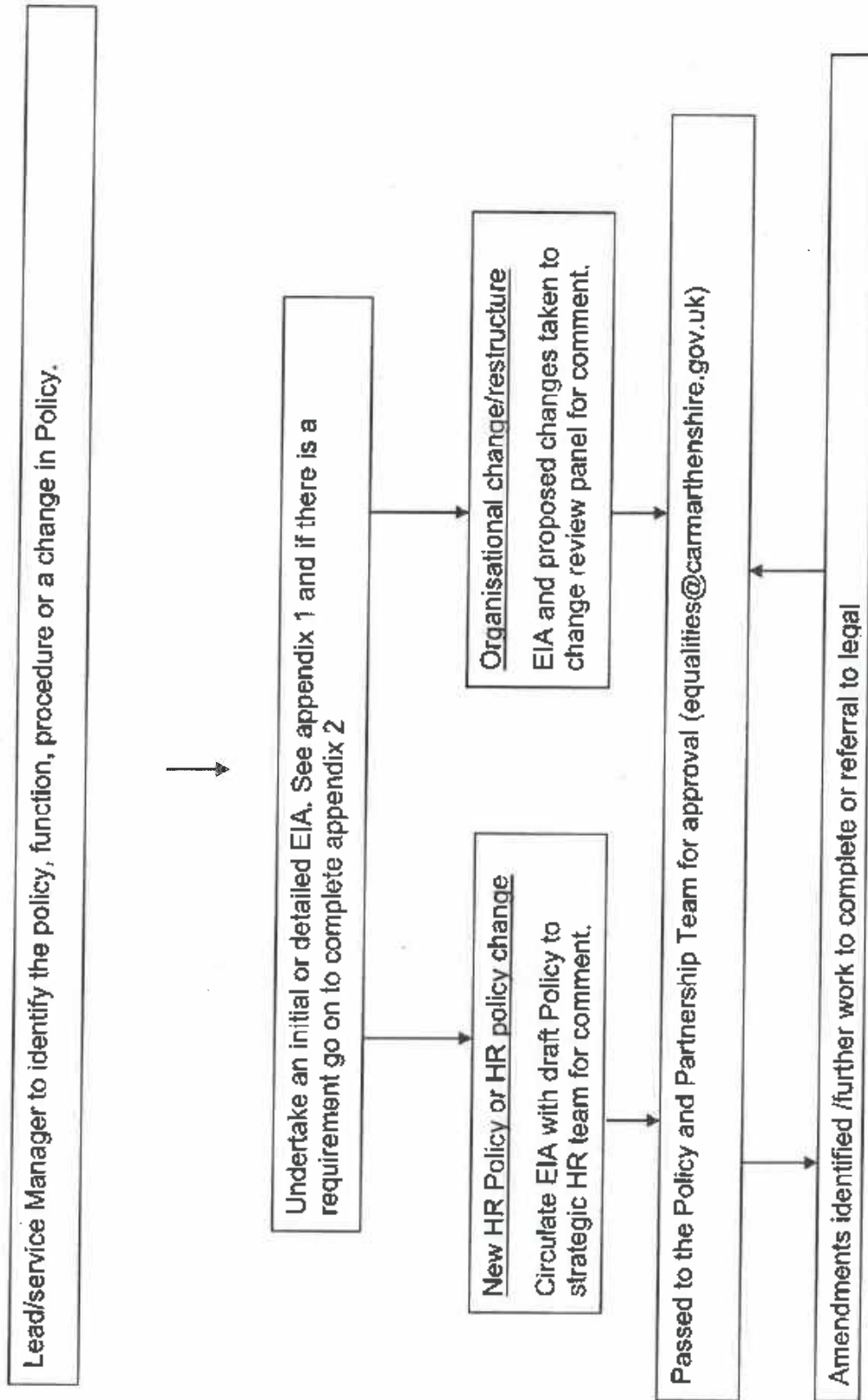
Where it is clear from the assessment that the likely impact on the authority's ability to meet the general duty is substantial, then it must publish a report.

### **Initial and Detailed Equality Impact Assessments**

The initial EIA (appendix 1) is a simple and quick method of assessing the effect of a policy, function, procedure, decision including financial cuts on one or more of the protected characteristics.

The Service Manager responsible for the relevant new or revised policies, functions, procedures and financial decisions must undertake, at least, an initial EIA and where relevant a detailed Equality Impact Assessment (appendix 2); EIA must be attached as background paper with reports to Executive and Scrutiny.

**Equality impact assessment – Process to follow where HR implications have been identified**



## Initial Equalities Impact Assessment Template

### Appendix 1

<b>Department:</b> Education & Children	<b>Completed by (lead):</b> Sara Griffiths	<b>Date of initial assessment:</b> June 2020
<b>Area to be assessed: (i.e. name of policy, function, procedure, practice or a financial decision)</b>		<b>Revision Dates:</b> June 2021
To increase the capacity of Ysgol Heol Goffa and re-locate to a new school site with 21 <sup>st</sup> Century Facilities.		
<b>Is this existing or new function/policy, procedure, practice or decision?</b>	School Re-organisation Proposal – Modernising Education Programme	
<b>What evidence has been used to inform the assessment and policy? (please list only)</b>		
<ul style="list-style-type: none"> <li>• 21<sup>st</sup> Century Schools Programme</li> <li>• Modernising Education Programme</li> <li>• Welsh Government Guidance School Organisation Code 2018</li> <li>• PLASC Data 2020</li> <li>• The Well-being of Future Generations (Wales) Act 2015</li> </ul>		

1. Describe the aims, objectives or purpose of the proposed function/policy, practice, procedure or decision and who is intended to benefit.		2. What is the level of impact on each group/protected characteristics in terms of the three aims of the duty?  Please indicate high (H) medium (M), low (L), no effect (N) for each.			3. Identify the risk or positive effect that could result for each of the group/protected characteristics?		4. If there is a disproportionately negative impact what mitigating factors have you considered?
					Risks	Positive effects	
<b>The Public Sector Equality Duty requires the Council to have "due regard" to the need to:-</b>  (1) eliminate unlawful discrimination, harassment and victimisation;  (2) advance equality of opportunity between different groups; and  (3) foster good relations between different groups (see guidance notes)							N/A
<b>Protected characteristics</b>	<b>Age</b>			M	Risk Neutral	The new school will cater for pupils aged 3-19	
	<b>Disability</b>			M	Risk Neutral	21 <sup>st</sup> Century Facilities for pupils with complex and profound special educational needs	
	<b>Gender reassignment</b>			N	Risk Neutral		
	<b>Race</b>			N	Risk Neutral		
To provide a new build 120 capacity special school for the pupils of Ysgol Heol Goffa on a new school site with 21 <sup>st</sup> Century facilities to meet the needs of children with more complex needs and profound special educational needs. The increase in capacity will benefit the special school by addressing the capacity issues experienced in recent years and will also ensure that the school can accommodate future demand. A 5 bed respite centre will also be located in the site of the new school and a small hydro pool facility.							

<b>Religion/Belief</b>	N	Risk Neutral	
<b>Pregnancy and maternity</b>	N	Risk Neutral	
<b>Sexual Orientation</b>	N	Risk Neutral	
<b>Sex</b>	N	Risk Neutral	
<b>Welsh language</b>	M	Risk Neutral	
<b>Any other area</b>	N	Risk Neutral	

<p><b>5. Has there been any consultation/engagement with the appropriate protected characteristics?</b></p>	<p><b>YES</b> <input checked="" type="checkbox"/> Informal and formal consultation will be undertaken as stated in Welsh Government guidance. We will consult informally with the Headteacher and Chair of Governors. As part of the Formal Consultation period key stakeholders will be consulted with as detailed on page 8 of this consultation document.</p> <p><b>NO</b> <input type="checkbox"/></p>
<p><b>6. What action(s) will you take to reduce any disproportionately negative impact, if any? Ensure that parents, staff and governors are fully informed at each stage of the consultation.</b></p>	
<p><b>7. Procurement</b></p> <p>Following collation of evidence for this assessment, are there any procurement implications to the activity, proposal, service. Please take the findings of this assessment into your procurement plan. Contact the corporate procurement unit for further advice. N/A</p>	
<p><b>8. Human resources</b></p>	

<b>Following collation of evidence for this assessment, are there any Human resource implications to the activity, proposal or service? As there will be an increase in capacity, additional staffing may be required. However, this will be addressed as the scheme progresses and Human Resources will be fully consulted.</b>			
<b>9. Based on the information in sections 2 and 6, should this function/policy/procedure/practice or a decision proceed to Detailed Impact Assessment? (recommended if one or more H under section 2)</b>		<b>YES</b> <input type="checkbox"/>	<b>NO</b> <input checked="" type="checkbox"/>
<b>Approved by:</b> Head of Service	Simon Davies		<b>Date:</b> June 2020

Thank you for completing this assessment.

For further information regarding Assessing Impact, please contact the -

Policy & Partnership Team

Chief Executive's Department

01267 22(4914) / (4676)

[equalities@carmarthenshire.gov.uk](mailto:equalities@carmarthenshire.gov.uk)

**Please send a copy of the assessment to the above e-mail address upon completion.**



LAST PAGE

**Carol Lloyd**

**Subject:** FW: Bwriad gan BT i gael gwared ar giosgau ffonau talu / Proposed public payphone removal by BT  
**Attachments:** Draft Response - for Town and Community Councils.pdf

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**From:** Nia Stoakes

**Sent:** 15 September 2020 11:26

**To:** Maria Bennett Joy Waters; Llandovery Town Council; David Davies; Gaynor Davies; arfond; enquiries; heulwen; Stella Jones; Elfyn Williams; Eryl Pellow; Hugh Harries

**Subject:** Bwriad gan BT i gael gwared ar giosgau ffonau talu / Proposed public payphone removal by BT

Dear Clerk,

Following my email to you during July 2020 regarding BT's proposals to remove public payphones, I enclose a copy of the **draft** decision, which will be sent to the Department of Culture Media and Sport in London this week.

I would appreciate if you could look through the response, prior to the final submission to BT during October 2020.

**I would ask that you send any further comments/responses to me by 15 October 2020.**

If your Town/Community Council response is not received by this date, then I will take this as your agreement to the response as it stands. If no comments/responses are received, BT will take this as the Community's agreement to the removal of the payphone.





In accordance with Government guidance, I am currently working from home, but if you wish to speak to me, my work telephone number is diverted to a mobile phone.

I look forward to receiving your comments.

**Nia Stoakes**

Swyddog Cymorth Isadrannol / *Senior Divisional Support Officer*  
Cymorth Busnes a Pherfformiad / *Business Support & Performance*  
Adran yr Amgylchedd / *Environment Department*



-  [sirgar.llyw.cymru](http://sirgar.llyw.cymru) | [carmarthenshire.gov.wales](http://carmarthenshire.gov.wales)
-  [twitter.com/CarmsCouncil](https://twitter.com/CarmsCouncil)
-  [facebook.com/carmarthenshirecc](https://facebook.com/carmarthenshirecc)
-  [flickr.com/discover/carms](https://flickr.com/discover/carms)



Please return in this format to ensure that the telephone number of the kiosk is clearly shown

Telephone Number	Address	Postcode	Average calls per month	Posting Completed Date	Agree Adopt Object	Reason for objection - based on need for telephony only not the kiosk	Parish
1 01894448348	PCO PC01 CWMFELIN MYNACH WHITLAND NEAR ST GWYNNO'S CHURCH TELEPHONE KIOSK	SA34 0DH	0	23/06/2020	Object	Llanwinio Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Henllanallt
2 01994484255	CYMBACH WHITLAND	SA33 8DS	0	23/06/2020	Object	Meidrim Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanwinio
3 01994200449	PCO PC01 FOUNTAIN ROW MEIDRIM CARMARTHEN	SA33 5QG	2	23/06/2020	Object	Trelech a'r Belwa Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Meidrim
4 01287211266	PCO PC01 MEIDRIM CARMARTHEN	SA33 5PU	0	23/06/2020	Object	Trelech a'r Belwa Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Trelech
5 01994484360	PCO PC01 TALOG CARMARTHEN	SA33 6PD	1	23/06/2020	Object	Trelech a'r Belwa Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Abernant
6 01994484388	PCO PC01 TRELECH CARMARTHEN	SA33 6QU	2	23/06/2020	Object	Trelech a'r Belwa Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Trelech
7 01994484374	PCO PC01 CYNYLLELLED CARMARTHEN	SA33 6TE	0	23/06/2020	Object	Trelech a'r Belwa Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Cynnyl Ellied
8 01559370350	PCO PC01 OAKLANDS VILLAGE LLANDYSUL	SA44 5UR	0	23/06/2020	Object	Llanbydder Community Council have formally agreed to the removal of the telephony service at this location so that the adoption process can proceed.	Llanbydder
9 01559370390	PCO PC01 VELINDRE LLANDYSUL	SA44 5XD	0	23/06/2020	Object	Llanbydder Community Council have formally agreed to the removal of the telephony service at this location so that the adoption process can proceed.	Llanbydder
10 01894448372	PCO PC01 LLANBOIDY WHITLAND	SA34 6EJ	3	23/06/2020	Object	Llanbydder Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanbydder
11 01994484008	PCO PC01 PENYBONT CARMARTHEN	SA33 6QA	0	23/06/2020	Object	Llanbydder Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Trelech
12 01570480491	PCO PC01 LLANYBYDDER	SA40 9TX	3	23/06/2020	Adopt	Llanbydder Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanbydder
13 01287223212	PCO PC01 GWERNOGI C CARMARTHEN	SA32 7RS	0	23/06/2020	Object	Any further correspondence regarding the adoption of the telephone box should be directed to: Mrs MY Boynon, Clerk to Llanbydder Community Council E-mail: myboynon@hotmail.co.uk	Llanllangel Rhos-y-Com
14 01558068225	PCO PC01 NANTGAREDIG CARMARTHEN	SA32 7PG	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanegwad
15 01287290314	PCO PC01 NANTGAREDIG CARMARTHEN	SA32 7NG	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanegwad
16 01287290378	PCO PC01 NANTGAREDIG CARMARTHEN	SA32 7LE	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanegwad
17 01287290282	PCO PC01 FELINGWMM CARMARTHEN	SA32 7PR	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanegwad
18 01287290284	PCO PC01 ABERGORELECH ROAD CARMARTHEN NEAR PUBLIC TOILETS PCOT ABERGORELECH CARMARTHEN	SA32 7JS	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanegwad
19 01558085494	PAYPHONE SITE OUTSIDE AWEL Y BRYN ROCK STREET CAIO LLANWRDA	SA32 7SN	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanegwad
20 015580850385	CAIO LLANWRDA	SA19 8RE	0	24/06/2020	Object	Llanegwad Community Council formally object to the removal of the telephony service at this location due to poor mobile reception.	Llanllangel Rhos-y-Com
21 01550760207	PCO TOWY BRIDGE RHANDIRMYN LLANDOVERY	SA20 0FE	1	24/06/2020	Object	Cilgwyn Community Council formally object to the removal of the telephony service at this location due to no mobile signal.	Cylhwyl Gaeo
22 01287253611	PCO PC01 LLANLAWDDOG CARMARTHEN PUBLIC CALL OFFICE 015 POST OFFICE RHANDIRMYN LLANDOVERY	SA32 7JG	0	24/06/2020	Object	Llanfair-ar-y-Bryn Community Council formally object to the removal of the telephony service at this location due to no mobile signal.	Cilgwyn
23 01550760283	PCO PC01 RHANDIRMYN LLANDOVERY	SA20 0NY	0	24/06/2020	Object	Llanfair-ar-y-Bryn Community Council formally object to the removal of the telephony service at this location due to no mobile signal.	Llanllawddog
24 01550720406	PCO PC01 BROAD STREET LLANDOVERY	SA20 0MG	0	24/06/2020	Object	Llanfair-ar-y-Bryn Community Council formally object to the removal of the telephony service at this location due to no mobile signal.	Llanfair-ar-y-Bryn
25 01550720331	OPPOSITE COUNTY SCHOOL PCOT BRYNRAIN ROAD CWMILYNFELL SWANSEA	SA20 0AR	6	24/06/2020	Agree	Llanfair-ar-y-Bryn Community Council formally object to the removal of the telephony service at this location due to no mobile signal.	Llanfair-ar-y-Bryn
26 01538030247	CWMILYNFELL SWANSEA	SA8 2WF	0	24/06/2020	Object	Llanfair-ar-y-Bryn Community Council formally object to the removal of the telephony service at this location due to no mobile signal.	Llanfair-ar-y-Bryn
			0	24/06/2020	Object		Cwstwr Bach

Telephone Number	Address	Postcode	Average calls per month	Posting Completed Date	Agree Adopt Object	Reason for objection - based on need for telephony only not the kiosk	Parish
27 01269822213	PCO PC01 STATION ROAD UPPER DRYNAMMAN AMMANFORD	SA18 1SF	4	24/06/2020			Cwarter Bach
28 01269823252	PCO PC01 CWMGARW ROAD UPPER BRYNAMMAN AMMANFORD	SA18 1DB	0	24/06/2020			Cwarter Bach
29 01269822401	PCO PC01 CRESCENT ROAD LLANDEILO PUBLIC CALL OFFICE DIS TONY TERRACE FAIRFACH LLANDEILO	SA19 9BG	10	24/06/2020			Llanelli
30 01269823349	PCO PC01 DERWYD ROAD AMMANFORD	SA18 6ST	5	24/06/2020			Dyffryn Cennen
31 01269850465	PCO1 OPPOSITE VILLAGE HALL HIGH STREET LLANDYBIE AMMANFORD	SA18 2LX	0	24/06/2020			Llandybie
32 01269850201	PCO PC01 BLAENAU ROAD LLANDYBIE AMMANFORD	SA18 3HX	0	24/06/2020	Agree		Llandybie
33 01269850384	PCO PC02 PENYBANC ROAD AMMANFORD	SA18 3YT	0	24/06/2020	Agree		Llandybie
34 01269850525		SA18 3QP	0	24/06/2020	Agree		Llandybie
						The Community have formally agreed to the removal of the telephony service at this location, so to allow the adoption of the phone box to proceed.	
						Any further correspondence regarding the adoption of the telephone box should be directed to:	
						Mrs Carey Thomas Tel: 01269 288624 / 07866 685502	
35 01269829243	PCO PC01 CWMFERWS ROAD TYCROES AMMANFORD	SA18 3TU	0	24/06/2020	Adopt		Llandybie
36 01269850297	PCO PC01 SARON ROAD SARON AMMANFORD	SA18 3LN	0	24/06/2020	Agree		Llandybie
37 01269831259	PCO PC01 SARON ROAD SARON AMMANFORD	SA18 3LG	1	24/06/2020	Agree		Llandybie
38 01269831247	PCO PC01 LLANDEILO ROAD CROSS HANDS LLANELLI	SA14 6NA	0	24/06/2020			Llanelli
						Gorslas Community Council have formally agreed to the removal of the telephony service at this location, so to allow the adoption of the traditional red 'heritage' phone box to proceed.	
						Any further correspondence regarding the adoption of the telephone box should be directed to:	
						Mr Lew Thomas, Clerk to Gorslas Community Council Email: lewis@lewisgorslas.co.uk	Gorslas
39 01269831240	PCO PUBLIC CALL BOX DREFACH LLANELLI	SA14 7BA	8	24/06/2020	Adopt		Gorslas
40 01267275331	PCO PC01 PORTHYRHYD CARMARTHEN	SA32 8EL	1	24/06/2020	Object	Llanddarog Community Council object to the removal of the telephony service at this location due to poor mobile reception/signal in the area.	Llanddarog
41 01267275311	PCO PC01 LLANDDAROG CARMARTHEN	SA32 8NT	0	24/06/2020	Object	Llanddarog Community Council object to the removal of the telephony service at this location due to poor mobile reception/signal in the area.	Llanddarog
42 01267275352	PCO PC01 IS-Y-LLAN LLANDDAROG CARMARTHEN	SA32 8NX	0	24/06/2020	Agree	Llanddarog Community Council agree to the removal of the telephony service at this location.	Llanddarog
43 01267230503	0287 230533 PCO1 CWMFERWD CARMARTHEN	SA31 2LX	1	25/06/2020	Object	Llanddarog Community Council object to the removal of the telephony service at this location due to poor mobile signal	Llanddarog
44 01267236860	PCO PC01 IDOLE CARMARTHEN	SA32 8FG	1	25/06/2020	Object	Llanddarog Community Council object to the removal of the telephony service at this location due to poor mobile signal	Llanddarog
45 01269870329	PCO PC01 COALBROOK ROAD PONTYBEREM LLANELLI	SA15 8HU	5	25/06/2020			Llanddarog
46 01269860201	PCO PC01 HEOL Y MEINCIAU PONTYATES LLANELLI	SA15 5SN	0	25/06/2020			Pontyberem
47 01269810218	PCO PC01 HEOL WAUNYGLUN TRIMSARAN KIDWELLY	SA17 4BG	5	25/06/2020			Llanelli
48 01269832249	JCN BRIDGE ST PC01 STATION ROAD BURKY PORT	SA16 0LP	17	25/06/2020			Trimsaran
49 012698778282	PCO PC01 SANDY ROAD LLANFLU	SA15 4OH	2	25/06/2020			Pembrey & Burry Port Town
50 012698772396	JCN GORING RD PC01 THOMAS STREET LLANELLI	SA15 3JF	11	25/06/2020	Agree		Llanelli Rural
51 012698756234	JCN STATION ROAD PC01 GREAT WESTERN CRESCENT LLANELLI	SA15 2RI	0	25/06/2020	Object	Llanelli Town Council formally object to the removal of the payphone at this location.	Llanelli Town
52 012698778608	PCO PC01 HEOL ODERWEN LLANELLI	SA15 1JQ	5	25/06/2020	Agree		Llanelli Town
53 012698772842	PCO PC01 MAES AR DDAFEN ROAD LLANELLI	SA14 90H	8	25/06/2020			Llanelli Rural
54 012698402021	PCO PC01 BRIDGE STREET LLANGENNECH LLANELLI	SA14 8TN	0	25/06/2020	Agree		Llanelli Rural
55 012698402295	PCO PC01 BRYNGWILL ROAD HENDY SWANSEA	SA4 0XA	5	25/06/2020			Llangennech

Tel.

13, Carnhywel

Llanelli

Carmis

SA14 9EE

LLANELLI RURAL COMMUNITY COUNCIL	
DATE	07 AUG 2020
FILE REF.	07 AUG 2020
PASSED TO	NGK/CL
COPY	GW ✓

To

Mark Galbraith,

I am just writing to enquire about having a Memorial Bench at Dafen Park for my father and my Brother-in-law just the one Bench

Arnold Ketheren

+  
Paul Hughes

They have done alot of work for the community of Dafen

Myself and my family would be very grateful if this was possible. The

firm we are going with is Glasdon who already have benches in Park. Their website is [www.glasdon.com](http://www.glasdon.com).

Many Thanks

David Ketheren

**Wendy Evans**

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**Subject:** FW: Playlist For Life - Music Dementia Charity - FREE New Resources and Information

**From:** Steff Griffiths

**Sent:** 07 September 2020 12:26

**To:** Steff Griffiths

**Subject:** Playlist For Life - Music Dementia Charity - FREE New Resources and Information

Hi

My name is Steff Griffiths and I work for the dementia music charity *Playlist for Life* covering the Carmarthenshire area. Over the past few months, we have been working in communities in a slightly different way than usual but we have been continuing to promote our free services that might be of interest to older people and carers living in your communities, as well as people living with dementia.

Playlist for Life is focused on bringing some fun and positivity to people living with dementia who have been sheltering in lockdown. The soundtracks to their lives, the music they grew up with, can play a part in providing mental and emotional wellbeing to them in these times.

We have been working with the Alzheimer's Society, Age Connects, Music for the Brain, care homes, carers, relatives and appointees to promote the value of playlists.

For example, we have been working with the Alzheimer's Society and been busy making personal playlists on MP3 players and sending them out to people living with dementia in the community – people who were unable to attend their usual dementia groups due to lockdown. Alzheimer's Society have recognised the value of bringing some pleasure to their service users at this challenging time.

If you would like to find out more about Playlist, we have a good online resource section, where people have been reading and downloading forms to help create playlists and musical memories. The BBC Musical Memories project is a partner, providing a wealth of material to create people's playlists.

<https://www.playlistforlife.org.uk/resources/>

As an Community or Town Council, you might want to consider becoming a Playlist Community Help Point or know of any organisation in your area that may be interested. This is a signposting project to promote our **free** services to communities and also, if you have one, place a link on your website, signposting members of your community to the services and resources we offer.

If you are interested in becoming a Community Help Point, and would like to distribute information to your service users electronically or via paper copies alongside your literature, please sign up using the link at the bottom of this email. You will receive a small pack of materials which could be distributed to anyone who you think might benefit – perhaps popped in a shopping bag, or along with a prescription as they are being dropped off. Or perhaps you could use the materials during phone conversations, it would be entirely up to you. While our charity has traditionally been aimed at people with dementia, we know that during these difficult times a playlist might help anyone living in isolation, especially elderly, so feel free to distribute SCHP materials as you see fit.

What is in the pack?

- 50 Get Started Leaflets
- 50 Conversation Starters
- 50 Create the Soundtrack to Your Life workbooks
- A cover letter, explaining the best use of the resources above

*Mae'r gwybodaeth ar gael yn Gymraeg hefyd. The information is also available in Welsh.*

In addition to the pack there will also be online support and videos.

You can [sign up here](#) with this very short registration form. If you have any questions, please email me or Mary, who is the Help Point Co-ordinator on

Here's a case study of how important music is in the lives of those living with dementia - Harry and Margaret's story, which is a lovely example:

<https://www.playlistforlife.org.uk/harry-margarets-story/>

If you need any further information, please let me know.



**Playlist  
for Life**

Steff Griffiths  
Local Co-Ordinator – South West Wales

[www.playlistforlife.org.uk](http://www.playlistforlife.org.uk)





**GIG**  
CYMRU  
**NHS**  
WALES

Bwrdd Iechyd Prifysgol  
Hywel Dda  
University Health Board

Ein cyf/Our ref: CEO3898

Gofynnwch am/Please ask for:

Rhif Ffôn /Telephone:

Dyddiad/Date: 4 September 2020

Mark Galbraith  
Clerk to the Council  
Llanelli Rural Council

Email:

Dear Mark

**Re: Fracture Clinic Services at Prince Philip Hospital**

Thank you for your letter dated 17 August 2020, in which you expressed concerns on the relocation of orthopaedics and the fracture clinic from Prince Philip Hospital (PPH) to Glangwili General Hospital (GGH).

In response to the Covid-19 pandemic, the decision was taken to temporarily move the Fracture Clinic from PPH to the major trauma centre of GGH, for the following reasons:

- To help reduce crowding in waiting areas;
- To avoid sharing waiting rooms with the Minor Injury Unit (MIU) patients; and
- To ensure provision of an enhanced fracture clinic for onward management.

The decision was made in line with the escalation policy - Clinical guide for the management of Trauma and Orthopaedic patients during the coronavirus pandemic - Version 2, issued 14 April 2020. This guidance outlined how organisations should seek the best local solutions to continue the proper management of trauma patients while protecting resources for the response to coronavirus, inclusive of fracture clinics.

On review of the guidance, the Orthopaedic Consultants decided they would manage fracture clinic patients virtually, and there was a clinical need to temporarily move fracture clinics from PPH to the major trauma centre of GGH. I hope this information provides you with the assurance that the temporary location change was clinically driven, to ensure the safety of our staff and patients, as we work hard to make sure we are compliant with current COVID regulations regarding social distancing.

I trust this information addresses the concern raised.

Best wishes

**Steve Moore**  
Chief Executive

Swyddfeydd Corfforaethol, Adeilad Ystwyth,  
Hafan Derwen, Parc Dewi Sant, Heol Ffynnon Job,  
Caerfyrddin, Sir Gaerfyrddin, SA31 3BB

Corporate Offices, Ystwyth Building,  
Hafan Derwen, St Davids Park, Job's Well Road,  
Carmarthen, Carmarthenshire, SA31 3BB

Cadeirydd /Chair  
Miss Maria Battle

Prif Weithredwr/Chief Executive  
Mr Steve Moore

Bwrdd Iechyd Prifysgol Hywel Dda yw enw gweithredol Bwrdd Iechyd Lleol Prifysgol Hywel Dda  
Hywel Dda University Health Board is the operational name of Hywel Dda University Local Health Board

Mae Bwrdd Iechyd Prifysgol Hywel Dda yn gweithredu fel Bwrdd Iechyd Lleol Prifysgol Hywel Dda

LLANELLI RURAL COMMUNITY COUNCIL	
DATE	04 SEP 2020
FILE REF.	
PASSED TO	CL



# The Planning Inspectorate Yr Arolygiaeth Gynllunio

Adellad y Goron  
Parc Cathays  
Caerdydd  
CF10 3NQ

Crown Buildings Ffôn/tel:  
Cathays Park  
Cardiff  
CF10 3NQ e-bost/e-  
mail:

LLANELLI RURAL COMMUNITY COUNCIL	
DATE	04 SEP 2020
FILE REF.	
PASSED TO	P&L

Eich Cyf / Your Ref:

Ein Cyf / Our Ref: DNS/3213164 - Llangennech - Solar

Dyddiad / Date:

Dear Sir/Madam,

## Town and Country Planning Act 1990

## The Developments of National Significance (Wales) Regulations 2016

Application by: **Volitalia UK Ltd**

Site: **Land at Blaenhiraeth Farm, Llangennech, Llanelli, SA14 8PX**

This letter refers to the above DNS application. This communication will be published and sent to interested parties for information. This communication constitutes official notification of important matters related to this DNS application. Please read the following information in its entirety.

The Planning Inspectorate's letter dated 05 June 2020 formally suspended the determination of the application due to the ongoing situation surrounding the coronavirus (COVID-19) pandemic.

I can confirm that the determination of the application will resume from the end of the three-month suspension period, on 05 September 2020.

The application documents can be found on the Developments of National Significance (DNS) website <https://dns.planninginspectorate.gov.uk/projects/wales/llangennech-solar/>. This link will also enable you to follow the progress of the application.

Should you wish to comment on the application, your representation must be received by us by no later than **Friday 09 October 2020**. You may submit your representation by e-mail, via the DNS website, or by post. Any representations submitted after the deadline will not be accepted.

All representations will be published to the DNS website (link above). However I would like to re-assure you that personal details such as e-mail addresses and telephone numbers will not be made available to members of the public in line with the UK Data Protection Act 2018 ('DPA 18') and the General Data Protection Regulation ('GDPR').

Rydym yn Croesawu Gohebiaeth yn Gymraeg a Saesneg

We Welcome Communications in Welsh and English

The appointed Inspector will determine the procedure the application will follow within 10 working days of the close of the representations period after considering the responses that have been received. The procedure will be updated on the DNS website once it has been confirmed. If a hearing or inquiry session is needed, the Inspector will invite those whose presence he/she considers necessary and only they will be entitled to participate.

However, a hearing or inquiry will be a public event and, as such, you are welcome to attend and observe proceedings.

Should you wish to receive a copy of the Minister's Decision in due course, you should request one in writing.

Guidance on the DNS process can be found on the attached link (<http://gov.wales/topics/planning/developmentcontrol/developments-of-national-significance/guidance/?lang=en>).

Please do not hesitate to contact me if you have any queries.

Yours sincerely

*H Edgeworth*

Harry Edgeworth  
Casework 2 Team Leader



**Wendy Evans**

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**Subject:** FW: Penderi Solar Farm, Llangennech, Llanelli; Llanelli Rural Council : 'Without Prejudice' Community Benefit submission

**From:** Gareth Roberts [  
**Sent:** 14 September 2020 07:17  
**To:** Mark Galbraith <  
**Subject:** RE: Penderi Solar Farm, Llangennech, Llanelli; Llanelli Rural Council : 'Without Prejudice' Community Benefit submission

Dear Mark

**Llanelli Rural Council**

**The Developments of National Significance (Wales) Regulations 2016**

**Application by: Voltaia UK Ltd**

**Site: Land at Blaenhiraeth Farm, Llangennech, Llanelli, SA14 8PX**

You may be aware that the Planning Inspectorate have finally restarted the application and consultation is now underway until 9 October 2020. The application may be viewed on the Planning Inspectorate website [link: <https://dns.planninginspectorate.gov.uk/projects/wales/llangennech-solar/?ipcsection=overview>]. Please forward any observations over the application directly to the Planning Inspectorate.

If you have any questions or would like additional information from the applicant before you respond to PINS, then please do not hesitate to contact me.

Kind regards

**Gareth Roberts**  
Director

**Pegasus Group**  
PLANNING | DESIGN | ENVIRONMENT | ECONOMICS | HERITAGE  
First Floor | South Wing | Equinox North | Great Park Road | Almondsbury | Bristol | BS32 4QL

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**From:** Mark Galbraith <  
**Sent:** 22 November 2019 09:19  
**To:** Gareth Roberts <

**Subject:** Penderi Solar Farm, Llangennech, Llanelli; Llanelli Rural Council : 'Without Prejudice' Community Benefit submission

Good morning Gareth I am now in a position to submit for Voltalia's consideration the council's 'without prejudice' community benefit submission in accordance with your earlier invitation. The submission is attached.

In putting forward the submission, the council has taken into consideration the amount of energy to be generated from the site annually and the lengthy period of the intended operation, both of which are quite considerable. The council has attempted to quantify the value of a fair community contribution to reflect these factors and believes the submission is proportionate when assessing the likely yield from the investment in the site. Furthermore, the submission reflects the fact that none of the envisaged electricity production will benefit local residents in the Llanelli Rural Council area as it will be fed directly into the national grid and therefore any potential community benefit ought to be arrived at by supporting local initiatives to help sustain key facilities, activities and services in the Swiss Valley Ward.

A key consideration is promoting and enhancing biodiversity and the council believes that the potential construction and scale of the solar farm which is to be constructed on a large parcel of prime agricultural land and in the open countryside ought to be off-set by enhancing biodiversity projects particularly at Swiss Valley reservoir which is in very close proximity to the development site. This will help mitigate the impact of the development in the event of it receiving planning consent under the framework for Developments of National Significance.

Please contact if you require anything further.

Regards

Mark

Mark Galbraith  
Clerk to Llanelli Rural Council

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**From:** Gareth Roberts [  
**Sent:** 15 October 2019 11:22  
**To:** Mark Galbraith <  
**Subject:** RE: Penderi Solar Farm, Llangennech, Llanelli; Llanelli Rural Council

Dear Mark

Thank you for the response and we shall await your update on this matter.

Kind regards

**Gareth Roberts**  
Associate

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**From:** Mark Galbraith <  
**Sent:** 11 October 2019 10:22  
**To:** Gareth Roberts <  
**Subject:** RE: Penderi Solar Farm, Llangennech, Llanelli; Llanelli Rural Council

Good morning Gareth and many thanks for responding. Thanks also for the "without prejudice" invitation to identify suggestions for potentially realising community benefit from the proposed scheme.

I will need to report this matter to the council's Planning and Liaison Committee. It next meets on Monday 28 October.

In terms of coming forward with potential community benefit suggestions I take on board your comments regarding proportionality given the scheme affects two other community council areas. By way of information I've already been in touch with Llannon and Llangennech Community Councils to arrange a general meeting about the development proposal. I've received a positive reply from the Clerk of Llannon Community Council to meet but I've received no response from the Clerk of Llangennech Community Council.

I will take a steer from members of the council's Planning and Liaison Committee in terms of how it wishes to discuss potential community benefits for the Rural Council area but it seems sensible to me to collaborate with the other two councils on this subject at the same time as we intend to meet to generally discuss the scheme. Naturally this may take a little while to co-ordinate given that the three councils have different meeting schedules where it concerns formal business and the involvement of councillors so please bear with me for the time being.

Thanks once again

Mark

Mark Galbraith  
Clerk to Llanelli Rural Council

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**From:** Gareth Roberts [  
**Sent:** 10 October 2019 12:34  
**To:** Mark Galbraith <  
**Subject:** RE: Penderi Solar Farm, Llangennech, Llanelli; Llanelli Rural Council

Dear Mark

Thank you for submitting the comments on behalf of Llanelli Rural Council and we will be considering these comments in detail over the next weeks.

**Without prejudice**

On the issue of community benefits and in accordance with Welsh Government guidance which supports the principle of renewable developers providing financial contributions to host communities, we invite Llanelli Rural Community Council to put forward suggestions for any community benefits that Voltaia can contribute towards. Please note that any contribution will need to be proportionate as the scheme is subsidy free and falls within the administrative boundaries of two other community councils. Any agreed contribution would be a voluntary agreement between Voltaia and Community Council(s) as it is unlikely that these would meet the tests set out in Circular 13/97: Planning Obligations, as such any suggestions put forward by the Community Council should not impact on the decision making process in accordance with Planning Policy Wales.

We look forward to hearing from you over possible suggestions for community benefits.

Kind regards

**Gareth Roberts**  
Associate

**Pegasus Group**

PLANNING | DESIGN | ENVIRONMENT | ECONOMICS | HERITAGE  
First Floor | South Wing | Equinox North | Great Park Road | Almondsbury | Bristol | BS32 4QL

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**From:** Mark Galbraith <  
**Sent:** 20 September 2019 11:35  
**To:** Pegasus Penderi Solar Park <.uk>  
**Cc:** Gareth Roberts <  
**Subject:** Penderi Solar Farm, Llangennech, Llanelli

FAO Mr Gareth Roberts

Good morning Gareth and thank you for consulting the council at the pre-application stage over this Development of National Significance (DNS) proposition.

The council was grateful to receive a presentation about the development proposal from Mr Simon Holt, UK Country Manager, Voltaia, at its Planning and Liaison Committee on Monday. Simon also answered a number of questions which was very helpful.

As things currently stand the council is pre-disposed to object to the application at the formal submission stage of the DNS process. The main issues hinge around:

The perceived environmental impact the proposal will have on the local countryside and the negative affect on biodiversity.

The land the site occupies is deemed to be good quality arable land and as demonstrated by the fields historical use – the farm was a dairy farm.

There are concerns over the scale and footprint of the proposal occupying a large area of land and the visual impact this will have not only for local residents but also the local community and road users travelling along the main highway, Llannon Road. The proposal will have a detrimental impact on aesthetics and the natural beauty of the open countryside.

Highway access is a concern and the number of perceived daily traffic movements along the access route to service the construction of the solar farm and ongoing upkeep and maintenance of the site thereafter is considered to be detrimental to highway safety. The local road infrastructure is substandard to support this major development proposal. Assurances over solar glare and reflection generated from the panels was provided by Simon when answering questions during his presentation but this is still a concern for the council given the scale and number of panels proposed for the site especially given the site topography and the fact that the panels will be located near the top of hillsides in some instances. The land undulates considerably in various locations across the site and the council is of the view that the panels cannot be hidden from public view.

In general terms Simon was unable to convince the council of any substantial local community benefit in locating the proposal in this unspoilt part of Carmarthenshire. Moreover, the power generated from the site will be fed into the National Grid with no direct benefit for nearby villages, particularly Llangennech, Llannon, the Swiss Valley community of Llanelli Rural and Llanelli Town and district. These areas wouldn't be able to take advantage of the clean energy generated by the site.

In terms of site construction Simon revealed that there will be a fair degree of piling to be performed which is a noisy operation and this will have a detrimental impact on the general amenity of the surrounding area and will be unbearable for local neighbours living in close proximity to the site for them to endure.

While the council is a firm supporter of green energy projects it feels in this instance that other brownfield sites should be considered for this facility especially given the lack of direct community benefit.

Being the application is now categorised as a DNS proposal, the council understands that the local planning authority will not be determining the application and instead this will now be decided by The Planning Inspectorate on behalf of Welsh Government Ministers. We positively assume that our initial pre-application observations will be fully and accurately reported and communicated to The Planning Inspectorate when your company is in a position to submit its Pre- Application Consultation (PAC) report to Welsh Government? To this end and given this is the first DNS application the council has encountered, the council is unclear about the right to be formally consulted at the formal submission stage and whether a specific request needs to be submitted by the council to The Planning Inspectorate in the first instance or whether the council will be automatically consulted by them in any event as a local stakeholder consultee. Given the element of doubt we ask please that our request to be consulted is highlighted in you PAC report.

Finally and on a general point concerning the information bundle supporting the pre-application. The council understands the requirement to produce detailed supporting assessments and reports but by design these documents are not an easy read especially for members of the public to digest quickly in order to be well placed to dissect key issues and findings notwithstanding the non-technical summary. This by its very nature will put many local people off from actively participating in the consultation both now and more than likely at the formal submission stage. However, this is not intended as a criticism it's just an observation to see whether brevity can be improved further still to encourage a wider range of consultation responses.

Many thanks.

Mark

Mark Galbraith  
Clerk to Llanelli Rural Council

Application No.	Location	Development
PL/00155	Mr D Jones 11 Macs Delfyn Bryn (Bynea Ward)	Change of use from integral garage to sitting room.
Recommendation – no objection.		
PL/00238	Dwr Cymru Welsh Water Bynea Sewage Treatment Works Bynea (Bynea Ward)	Installation of ground-mounted solar photovoltaic array, securing fencing and CCTV columns, electrical cabling and inverter kiosk on open ground at DCWW Bynea Wastewater Treatment Works to supply renewable energy to the facility.
Recommendation – for consideration at the meeting.		
PL/00255	Ms N Evans 48 Bryn Uchaf Bryn (Bynea Ward)	Garage conversion.
Recommendation – no objection.		
PL/00292	Mr J Caulfield 22, Y Fron Llanelli (Felinfoel Ward)	Proposed rear first floor lounge extension.
Recommendation – no objection provided there is no detrimental impact on the amenity and privacy of neighbouring dwellings.		
PL/00297	Mr M Lewis 267 Pant Bryn Isaf Llanelli (Bynea Ward)	Proposed single storey extension and balcony at first floor to the rear of the existing dwelling.
Recommendation – no objection provided there is no detrimental impact on the amenity and privacy of neighbouring dwellings.		
PL/00302	L Harries Unit 2 Dafen Trade Park Dafen Road (Dafen Ward)	Change of use of premises from industrial unit (class B1, B2, B8) to Beauty Salon (Sui generic).

Recommendation – no objection.

<b>Application No.</b>	<b>Location</b>	<b>Development</b>
<b>PL/00319</b>	Mr G Davies Bryngroes Fawr Farm Five Roads (Glyn Ward)	Replacement Earth Bank Nutrient Storage Lagoon to comply with Environmental Permitting Regulations and SSAFO Regulations.

Recommendation – no objection provided the construction methods fully comply with the Environmental Permitting Regulations and the Silage, Slurry and Agricultural Fuel Oil Regulations as they apply to Wales.

<b>PL/00323</b>	Mr G Davies Bryngroes Fawr Farm Five Roads (Glyn Ward)	Conversion of existing Silage Clamp to covered feed yard.
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Recommendation – no objection provided the construction methods fully comply with the Environmental Permitting Regulations and the Silage, Slurry and Agricultural Fuel Oil Regulations as they apply to Wales.

<b>PL/00328</b>	Mr G Davies Bryngroes Fawr Farm Five Roads (Glyn Ward)	SSAFO Compliant Silage Clamp.
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Recommendation – no objection provided the construction methods fully comply with the Environmental Permitting Regulations and the Silage, Slurry and Agricultural Fuel Oil Regulations as they apply to Wales.

<b>PL/00338</b>	Mr G Pugh 40 Hill Top Swiss Valley (Swiss Valley)	Erection of two storey kitchen and bathroom extension.
-----------------	--	--

Recommendation – no objection provided there is no detrimental impact on the amenity and privacy of neighbouring dwellings.

<b>PL/00340</b>	Mr M Jones Pencaeau Farm Felinfoel (Glyn Ward)	Portal steel shed with metal sheet cladding to provide storage for agricultural equipment. Shed to be situated within existing yard and located where prior farm buildings have been located in the past.
-----------------	---	---

Recommendation – no objection.





50 0 50 100 metres

Scale 1:1250

**Mark Galbraith**

**From:** Mark Galbraith  
**Sent:** 15 July 2020 10:13  
**To:** 'enquiries@cogeo.co.uk'  
**Subject:** Pre-application consultation -proposed development at DWR Cymru Welsh Water Bynea Waste Water Treatment Works, Dyffryn Road, Bynea, Llanelli

I refer to your pre-application consultation notice which was communicated to the council via email on 3 July 2020 and to a further subsequent email exchange advising the council on revised arrangements for accessing the document bundle.

I have now taken the opportunity of consulting members to garner initial views about this pre-application and the content of the detailed bundle accompanying it.

Without prejudice to the formal stage of the planning process, members generally noted the proposals for the time being and have no specific issues of concern to flag up in anticipation of the formal planning application being submitted except that the safeguarding of local biodiversity in this area is a primary objective and so the council will expect the final development proposals to be sensitive in design and that they demonstrate no adverse effects to the surrounding environment. Until such time as the application is formally submitted to Carmarthenshire County Council, the council has no pre-disposed views about the application and the extent of the supporting papers as set out in the accompanying bundle.

Moreover, members understand the reasons behind having to conduct this pre-application consultation over the development particularly given the scale of the solar array.

The council acknowledges the pre-application consultation relates to the proposed construction of a solar array at the Bynea Waste Water Treatment Works and consists of a GM PV array, electrical cabling, kiosks and components, security infrastructure to the west of Welsh Water's (DCWW) main works complex. The purpose behind the proposed development is to enhance DCWW assets with green, renewable energy installations to fulfil onsite energy demands. The development involves the installation of 1,836 PV modules, erected on pile driven frames on open ground to the west of the main works. Vegetation will be managed within the site to accommodate the groundworks required. Cabling from panels and inverters to the electrical kiosk will be buried to minimise visual and operational impact and enhance safety as potential damage is unlikely if buried. Security onsite will be increased to safeguard the investment made by DCWW with fencing erected along the boundary alongside CCTV columns. The application site is 1.13 hectares in size and as depicted on the attached set of plans in the bundle.

The council notes that a screening report was submitted to Carmarthenshire County Council in March 2018 seeking opinion about the proposal. Following review of the submitted information it was determined that the proposal would be subject to an Environmental Impact Assessment (EIA) on ecological grounds. Consultee feedback received from the County Council's Ecologist raised concern over the impact to onsite and neighbouring habitats, given proximity to the Carmarthen Bay and Estuaries Special Area of Conservation and associated Site of Special Scientific Interest, and the Burry Inlet Special Protection Area and Ramsar Site.

The pre-application document bundle states the land earmarked for development is unsuitable for other forms of development, the site which consists of both tarmacked and natural grassland is encompassed by a large earth bank providing a degree of security from unauthorised access. The council notes the ground is being accessed illegally for the purpose of fly-tipping materials and vandalism. Therefore, as part of the proposed array installation the habitat would benefit from the site being cleared of dumped material with security fencing and CCTV columns offering a deterrent to illegal activity alongside safeguarding the technology. The document bundle asserts the surveys undertaken ensure no significant adverse impact to local ecology features with design principles and construction methods following best practice guidelines to minimise effect to onsite and wider environmental features.

Moreover, the document bundle goes on to state that by siting the array in close proximity to the treatment works, the efficiency of the development is significantly increased. The site is set-back a significant distance from settlement areas, residential clusters and roadways. Amenity will be unaltered by the proposal which will be wholly associated with the working treatment facility to the south of the railway line and A484, south of Bynea. Detailed assessments undertaken as part of the EIA ensure no significant adverse impact is posed to the environment at a local and wider level. Encompassed by an existing earth mound, the site benefits from landscape screening further enhanced by established trees and shrubs along the boundary. Through sensitive design and careful construction methods adhering to best practice measures, the project proposed will not conflict with the hosting landscape or environmental qualities.

The council has no further observations to make at this particular time.

Thank you for consulting the council about the proposed development.

Many thanks

Mark

Mark Galbraith  
Clerk to Llanelli Rural Council  
01554 774103

<http://www.llanelli-rural.gov.uk/>

*dilynwch ni ar / follow us on...*



---

### Hysbysiad Preifatrwydd E-bost

Gall y neges hon gynnwys gwybodaeth breifat a chyfrinachol. Os nad chi yw'r derbynnydd y bwriadwyd hi ar eich cyfer neu'n gyfrifol am drosglwyddo'r neges i berson arall, ni allwch gopïo na throsglwyddo'r neges hon i neb. Yn yr achos hwn, fe ddylech chi ddileu'r neges hon ac unrhyw atodiadau sy'n cael eu cynnwys gyda hi a hysbysu'r un anfonodd y neges yn garedig trwy e-bost.

Ni chaiff barnau, casgliadau a gwybodaeth arall yn y neges hon nad yw'n perthyn i fusnes swyddogol Cyngor Gwledig Llanelli gael eu rhoi na'u cadarnhau ganddo.

Bydd pob e-bost i'r cyfeiriad hwn ac oddi yno yn cael eu prosesu gan system e-bost y Cyngor a gallant fod yn atebol i gael eu harchwilio gan rywun ar wahân i'r derbynnydd a fwriadwyd. Gall hyn arwain at rannu'r e-bost gyda Chynghorwyr ac asiantaethau allanol ar gyfer gwybodaeth a gweithredu. Er mwyn diogelu data personol oddi wrth fynediad a datgeliad anawdurdodedi argymhellir yn gryf i beidio anfon gwybodaeth bersonol mewn cysylltiadau trwy e-bost. Os na ellir osgoi hyn, dylid cadw'r wybodaeth bersonol i'r lleiafswm.

Nodir gwybodaeth bellach ynglŷn â sut y bydd y Cyngor yn prosesu cysylltiadau trwy e-bost yn natganiad preifatrwydd y Cyngor.

---

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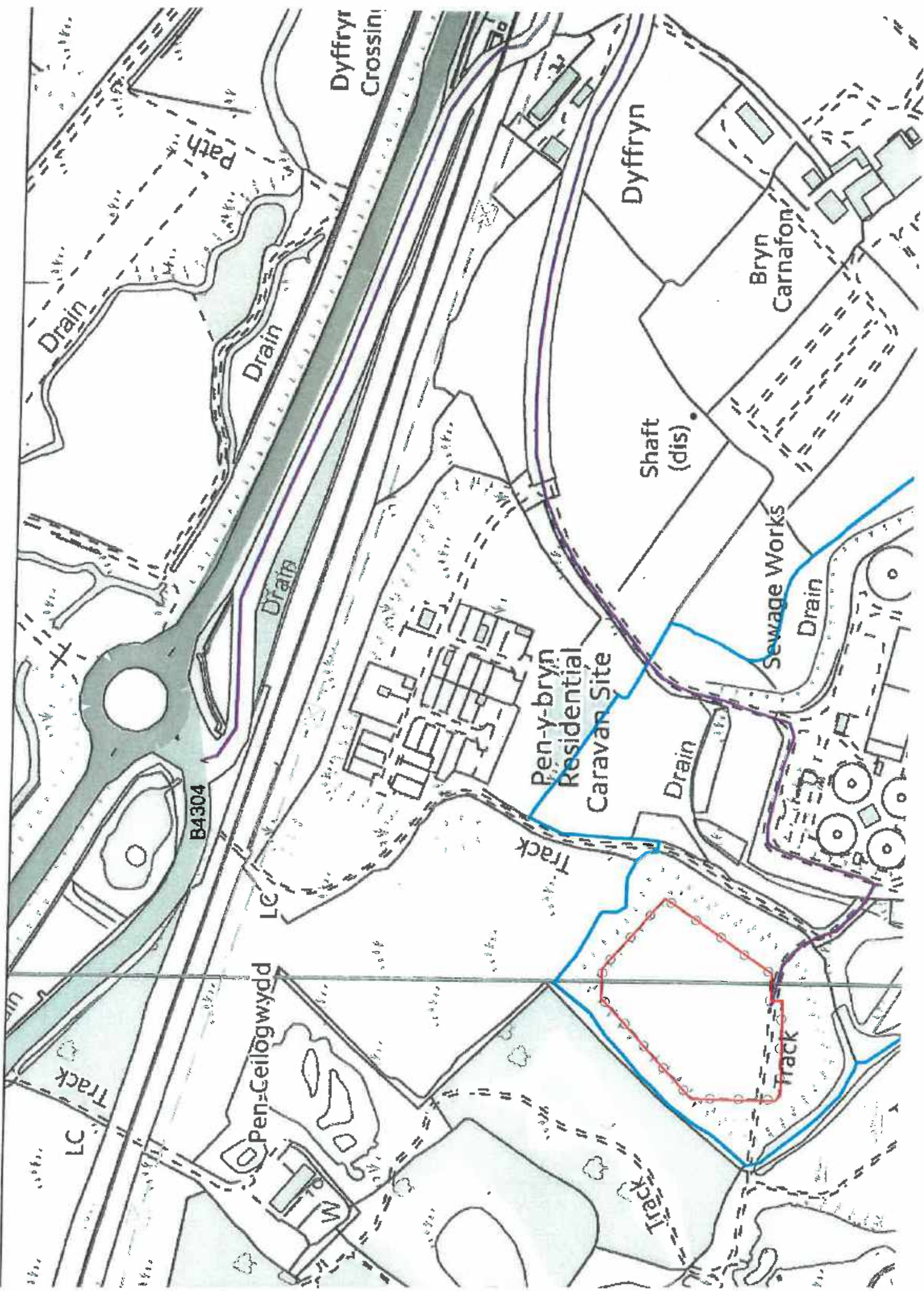
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# APPENDIX ES5.1a

BYNEA WWTW SOLAR  
ARRAY SITE DEVELOPMENT  
AREA

## Legend

Development Area = 11345m<sup>2</sup>

Land Ownership Boundary

OS Licence Mapping Number: 100022432



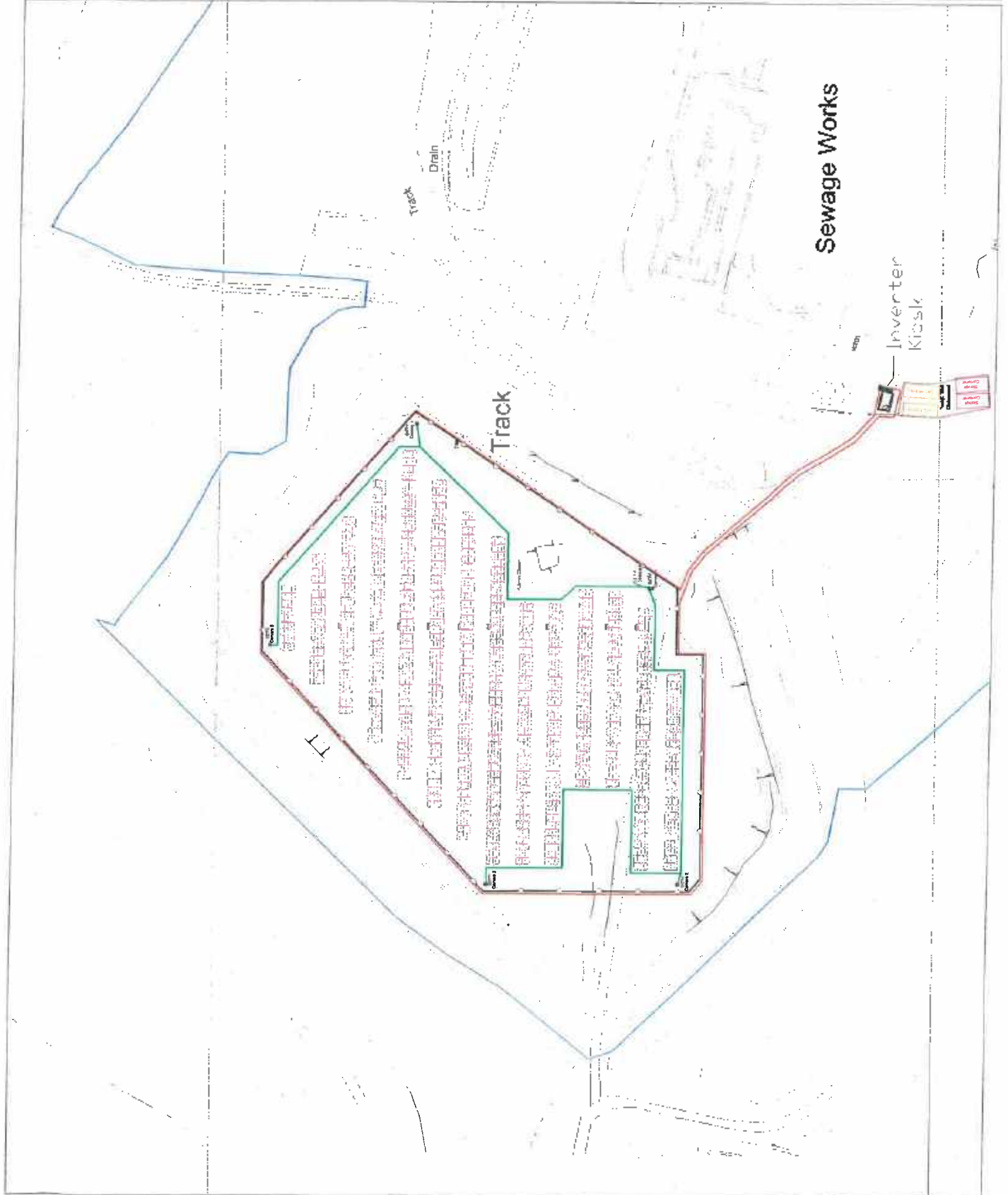
0 25 50 metres  
1:1000 at A3

Client: Dws Cymru Welsh Water  
Site Name: Bynae WWTW, Llanelli  
Drawing Ref:  
COG036.13/APP/017/a  
Date: 18/05/2020

Cogeo Planning & Environmental  
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# APPENDIX PS1a

## BYNEA WWTW SOLAR ARRAY SITE DEVELOPMENT AREA

### Legend

- Development Area = 11345m<sup>2</sup>
- Land Ownership Boundary

OS Licence Mapping Number: 100022432

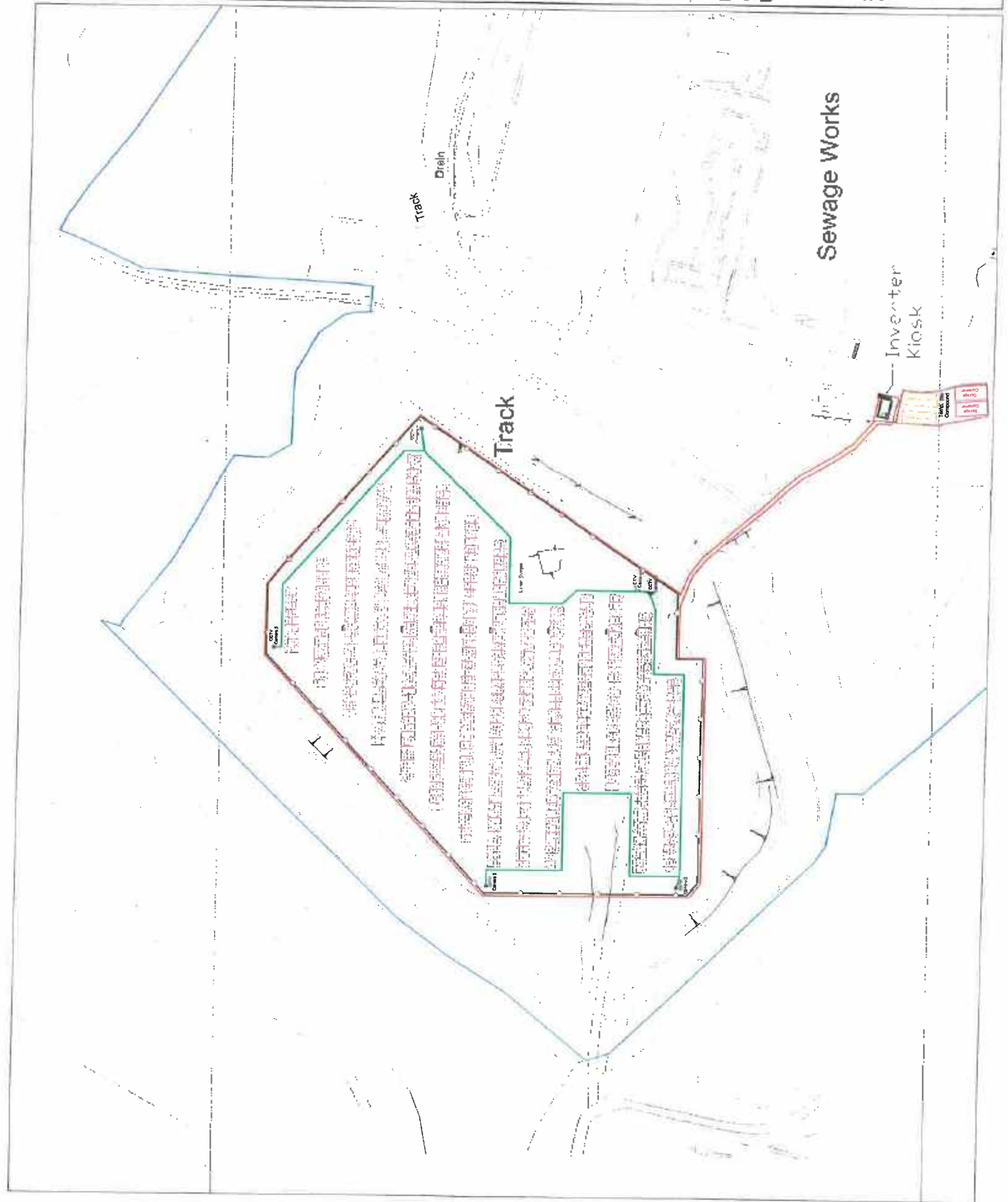
0 25 50metres

1:1000 at A3

Client: Dwr Cymru Welsh Water  
 Site Name: Bynaea WWTW, Llanelli  
 Drawing Ref: COG036.13/APP/018/a  
 Date: 18/05/2020

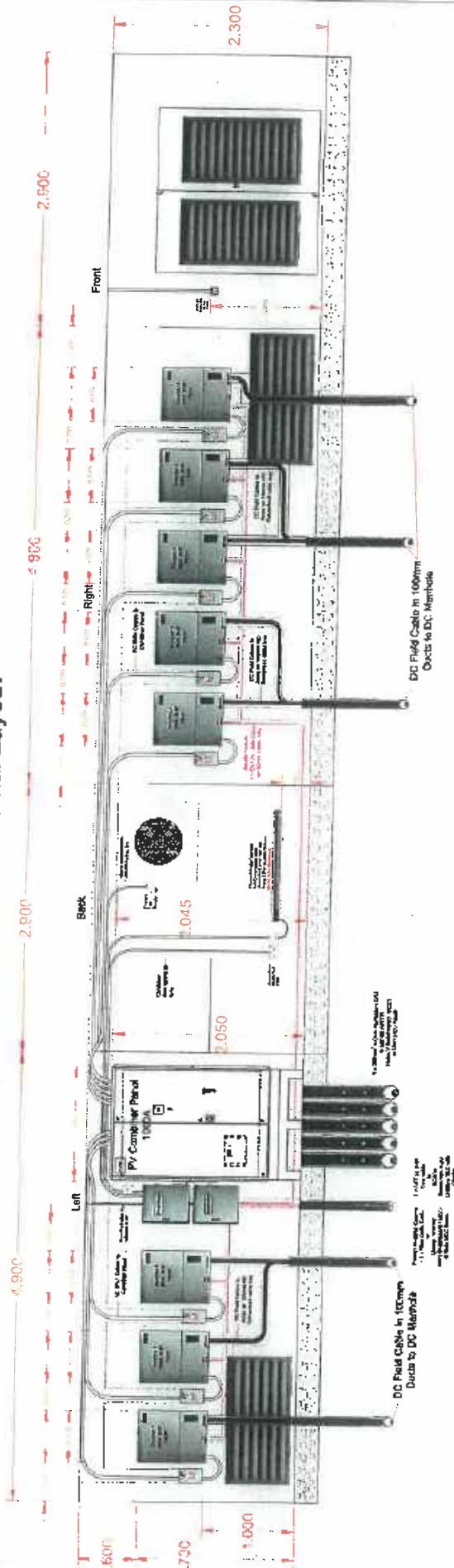
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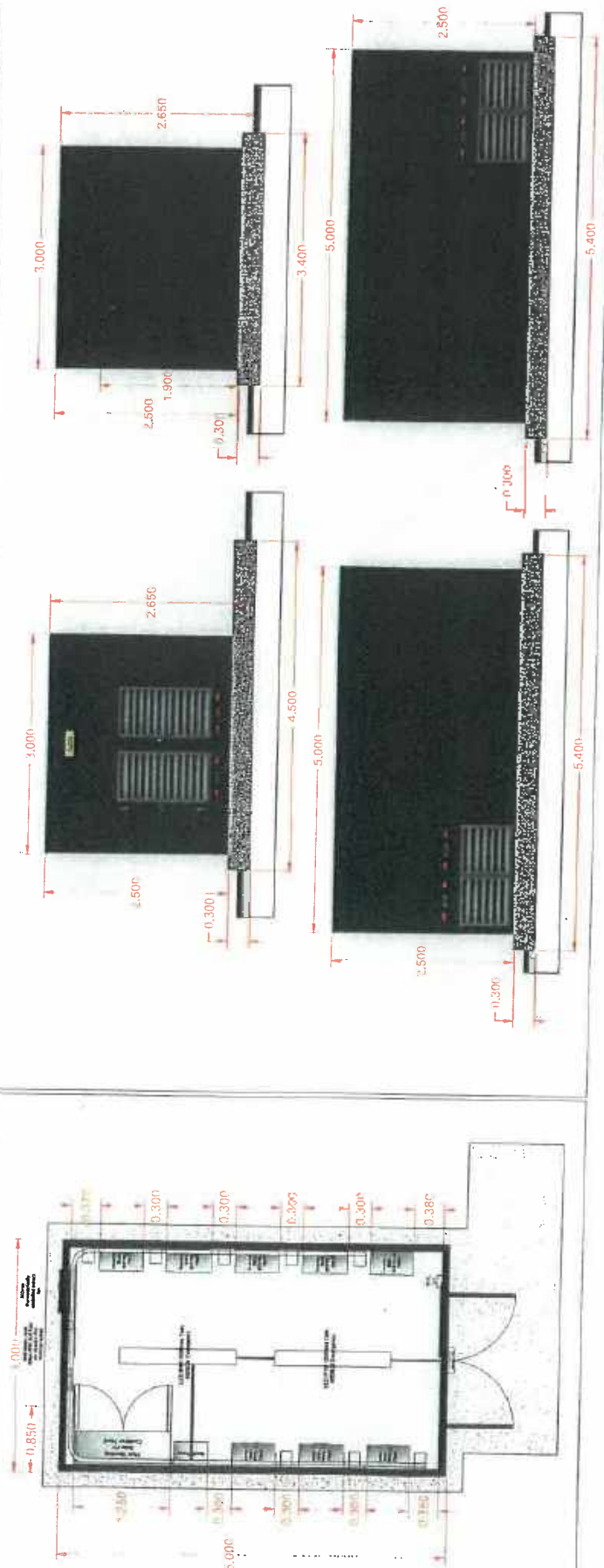


# Internal Layout

1. All dimensions are in millimeters and unless otherwise stated, all dimensions are to the center line of the equipment.  
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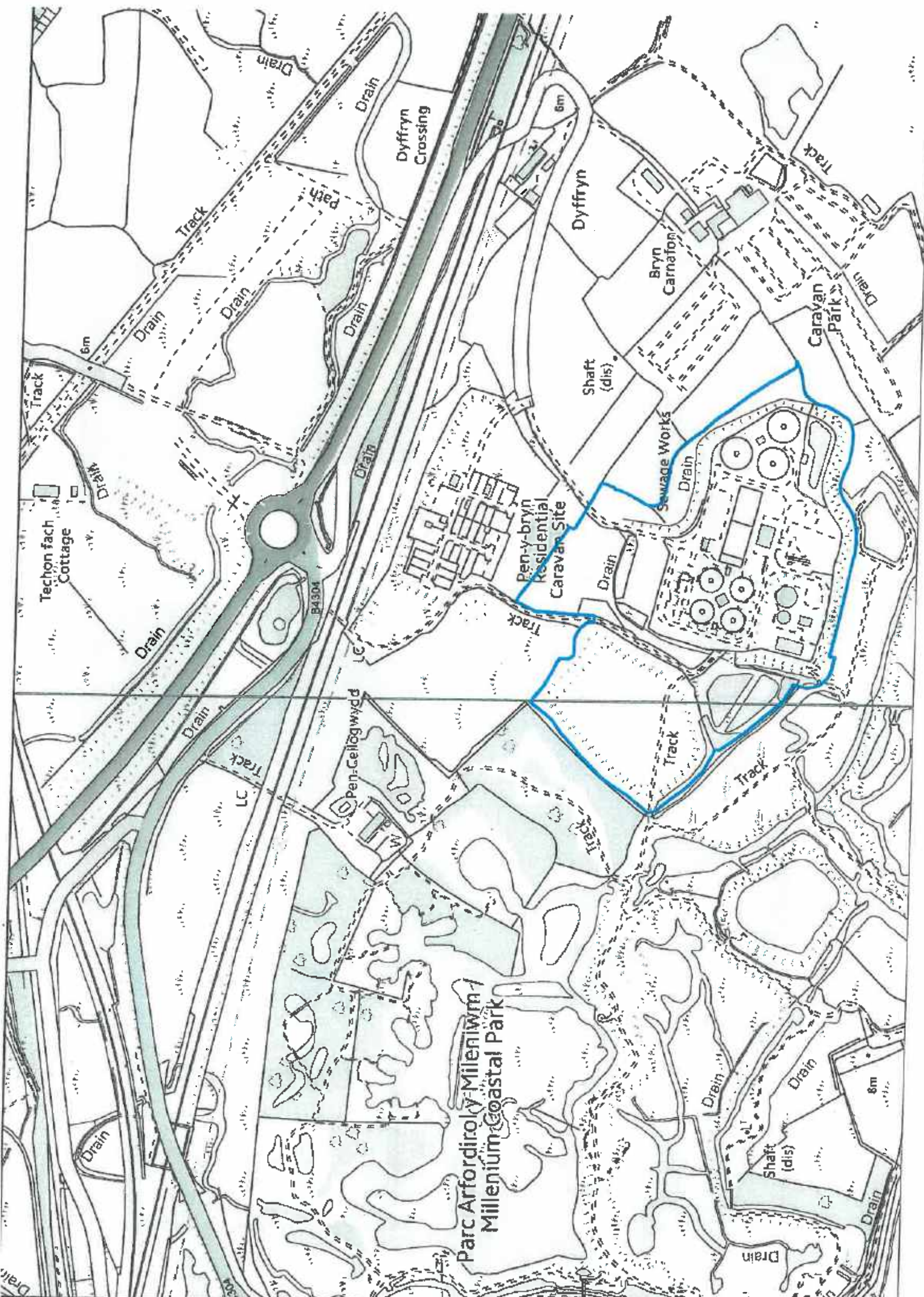
## Plan View



Project Name	100kW PV System
Client	ABC Company
Location	123 Main St, Sydney, NSW
Design	ABC Design
Drawn	ABC Design
Checked	ABC Design
Approved	ABC Design
Date	10/10/2023
Scale	1:100
Sheet	1 of 1









## APPENDIX ES10.3 NOISE MAP

Modelling of SMA Sunny Highpower Peak 1 solar array external inverters (open air location and substation inverters within CRP area)

Existing berm utilised as acoustic barrier modelled at uniform height of 3m

Only buildings within the DCWW wastewater treatment works included as acoustic barriers

Noise modelling based on constant daytime criteria. No nighttime modelling or variations required due to non-operation of the equipment

### LEGEND

-  Berm slope area
-  Berm top
-  Receptor Building
-  DCWW Office Building
-  SMA Sunny Highpower Peak 1 Inverter

### Levels in dB(A)



1:1250

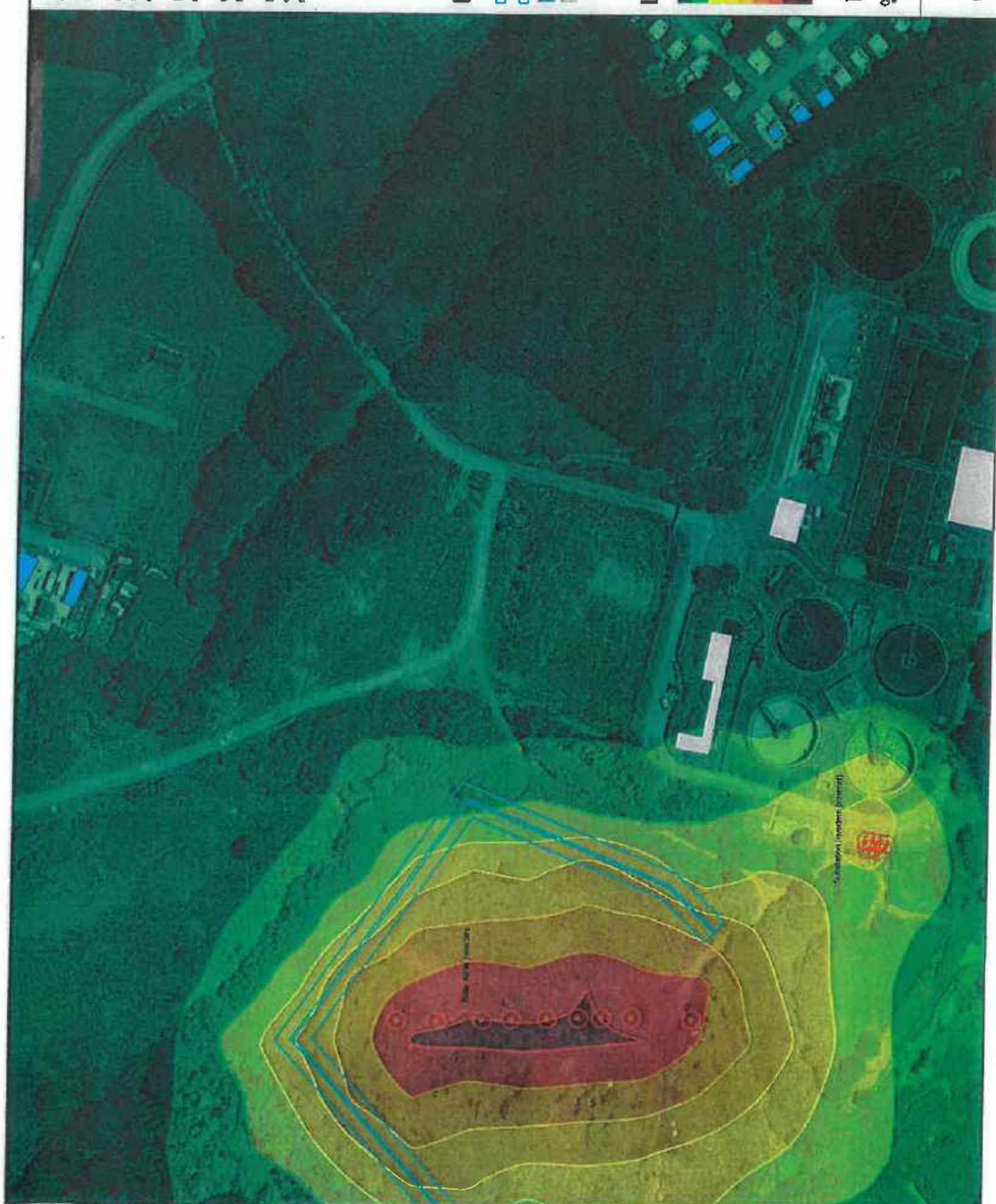
0 5 10 20 30 40 m



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### MCC Room and Point of Connection

**Inverter Kiosk**

1. ☐ **Electronics**  
 2. ☐ **Software**  
 3. ☐ **Hardware**  
 4. ☐ **Networking**  
 5. ☐ **Security**  
 6. ☐ **Cloud**  
 7. ☐ **Mobile**  
 8. ☐ **IoT**  
 9. ☐ **Big Data**  
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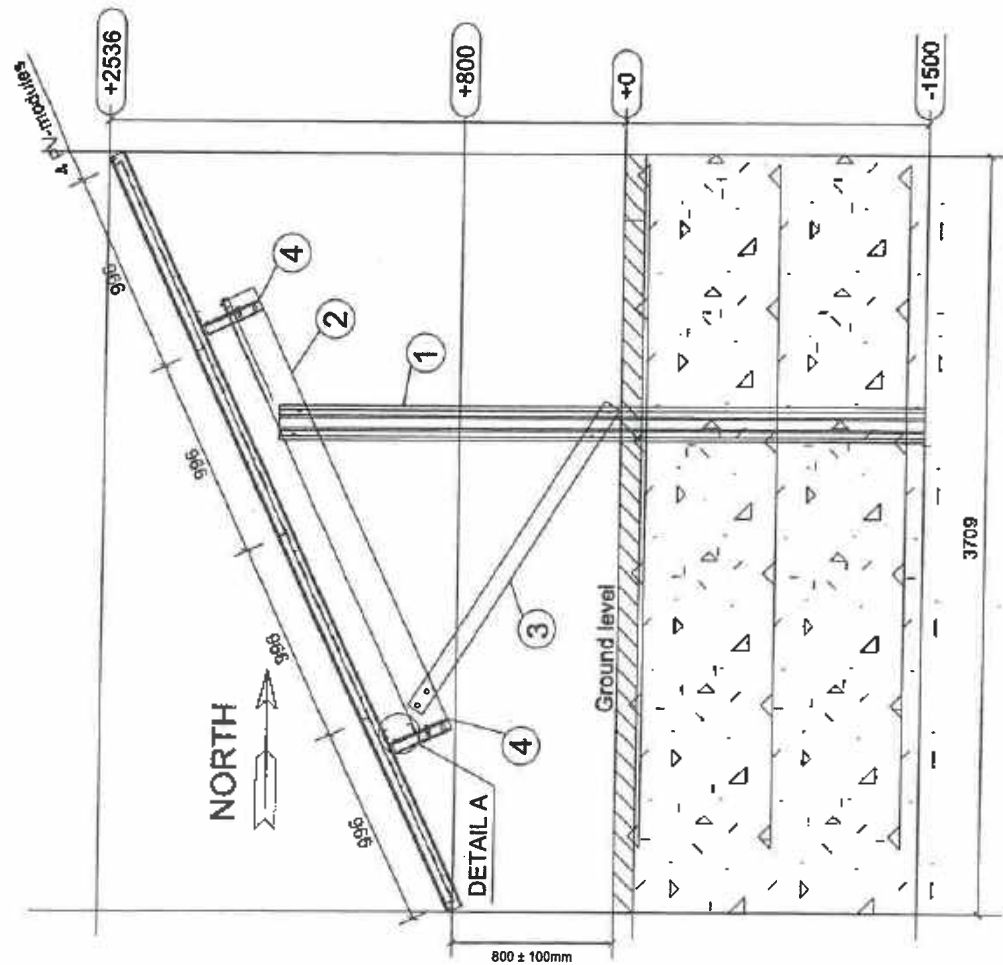


holes in the corner every approx. 1000 mm for cabling and water drainage

Technical drawing of a U-channel cross-section. The total width is 170, with 50 on each side and 70 in the center. The total height is 78, with a 26.5 deep central section. Flange thickness is 22.

**The ramming machine head (preferably a rectangular slope) should be foreseen**

for the pile section tolerances up to  $\pm 4\text{mm}$



### SECTION VIEW

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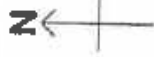
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				Project Title: Garage Conversion					
				Project Address 1: 48 Bryn Uchaf, Llanelli, A4					
				Project Address 2: Carmarthenshire, SA14 9UQ					
				Drawing Title: Site Block Plan					
B. Car Parking shown on drive. DLD 14.08.2020 A. Clarifications as discussed with client. DLD 05.03.2020				Date: 06.08.2020	Scale: 1:500	Drawn By: DLD	Ref: RM440	Drawing No: 002	Rev: B
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		 Chartered Practice							

22 Y Fron  
Felinfoel  
Janelli  
SA15 4LL



OS MasterMap 1250/2500/10000

scale

Monday, August 17, 2020, 10:00

BW1-00855488

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T-1250 scale print at A4, Centre:

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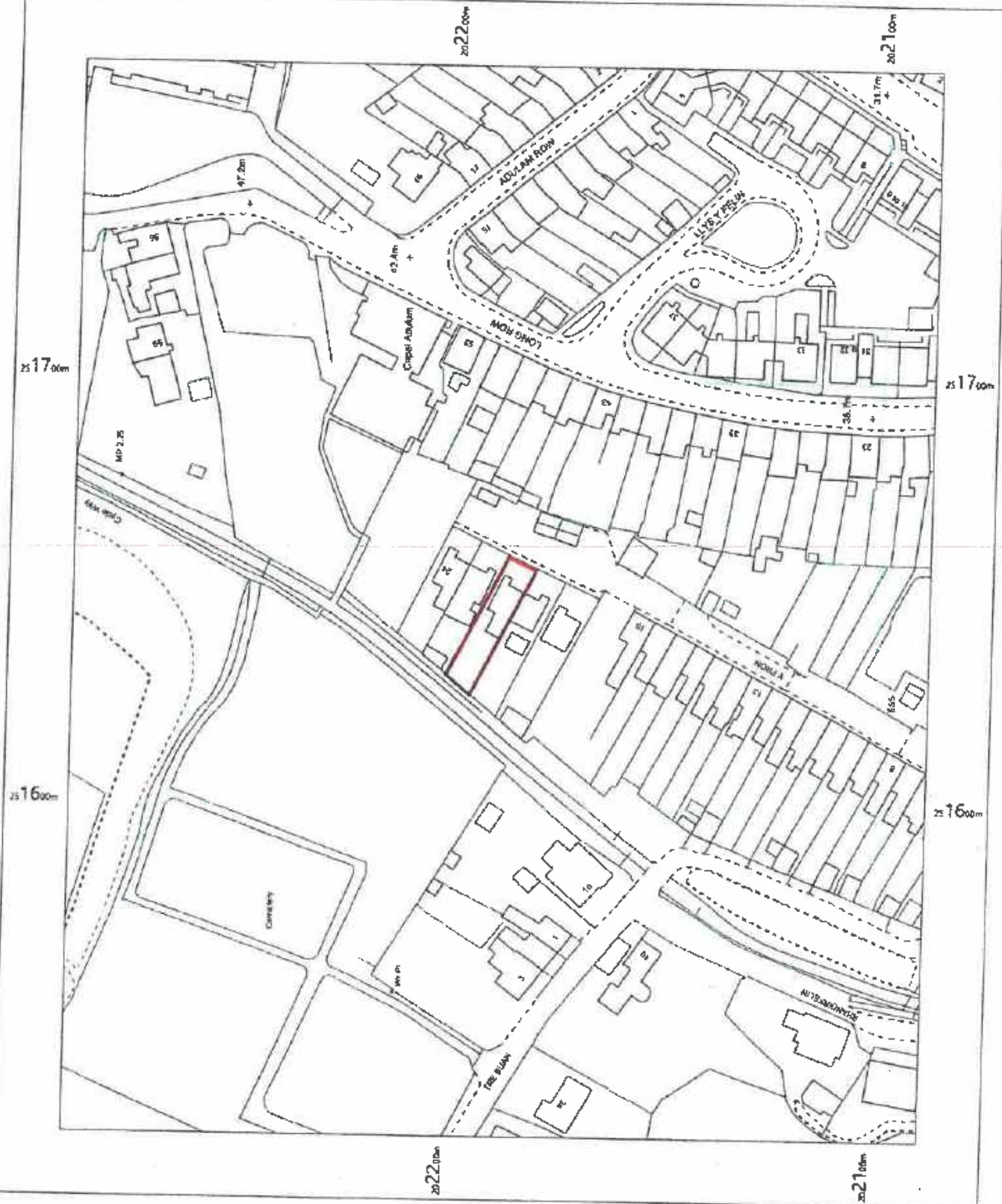
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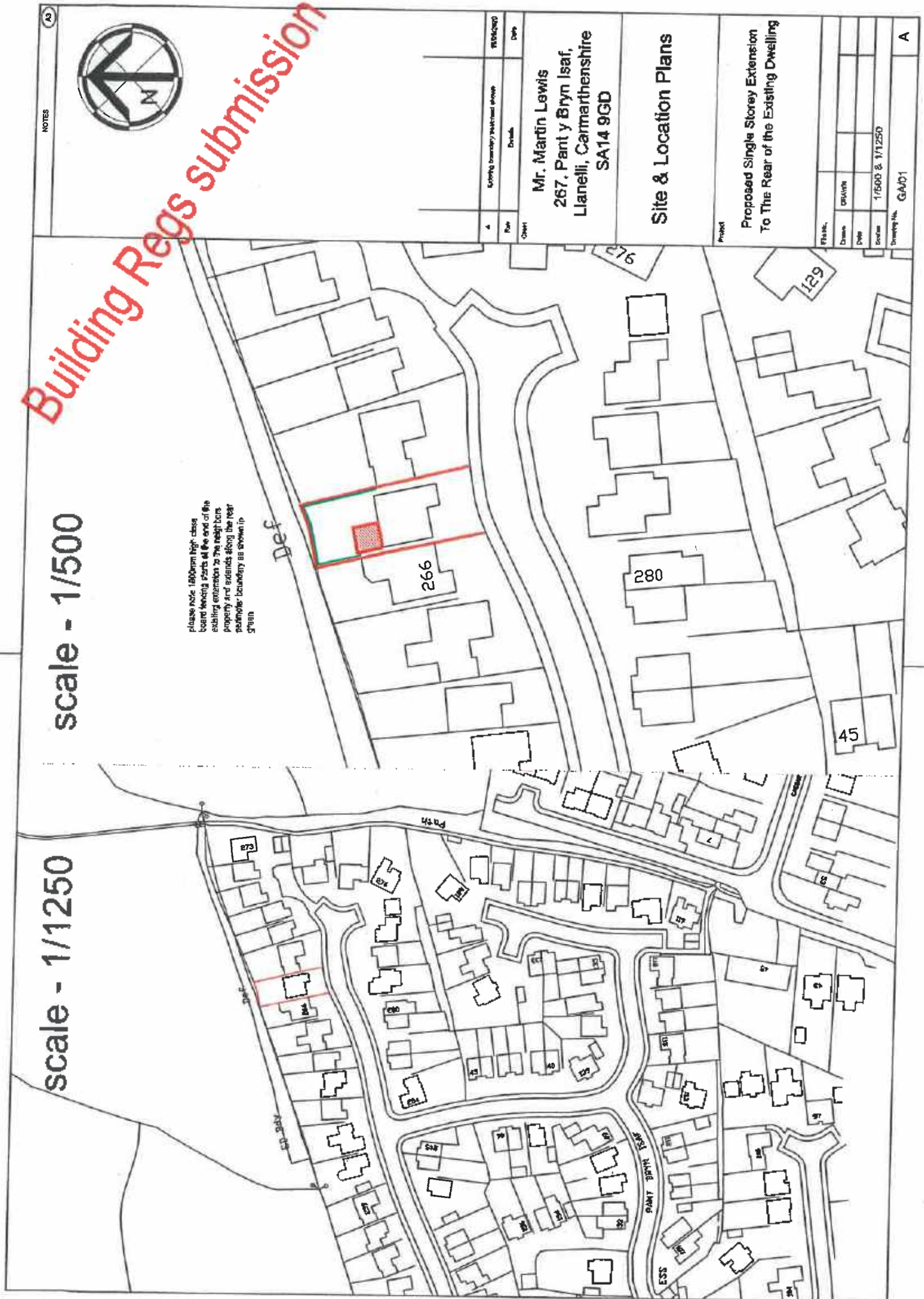
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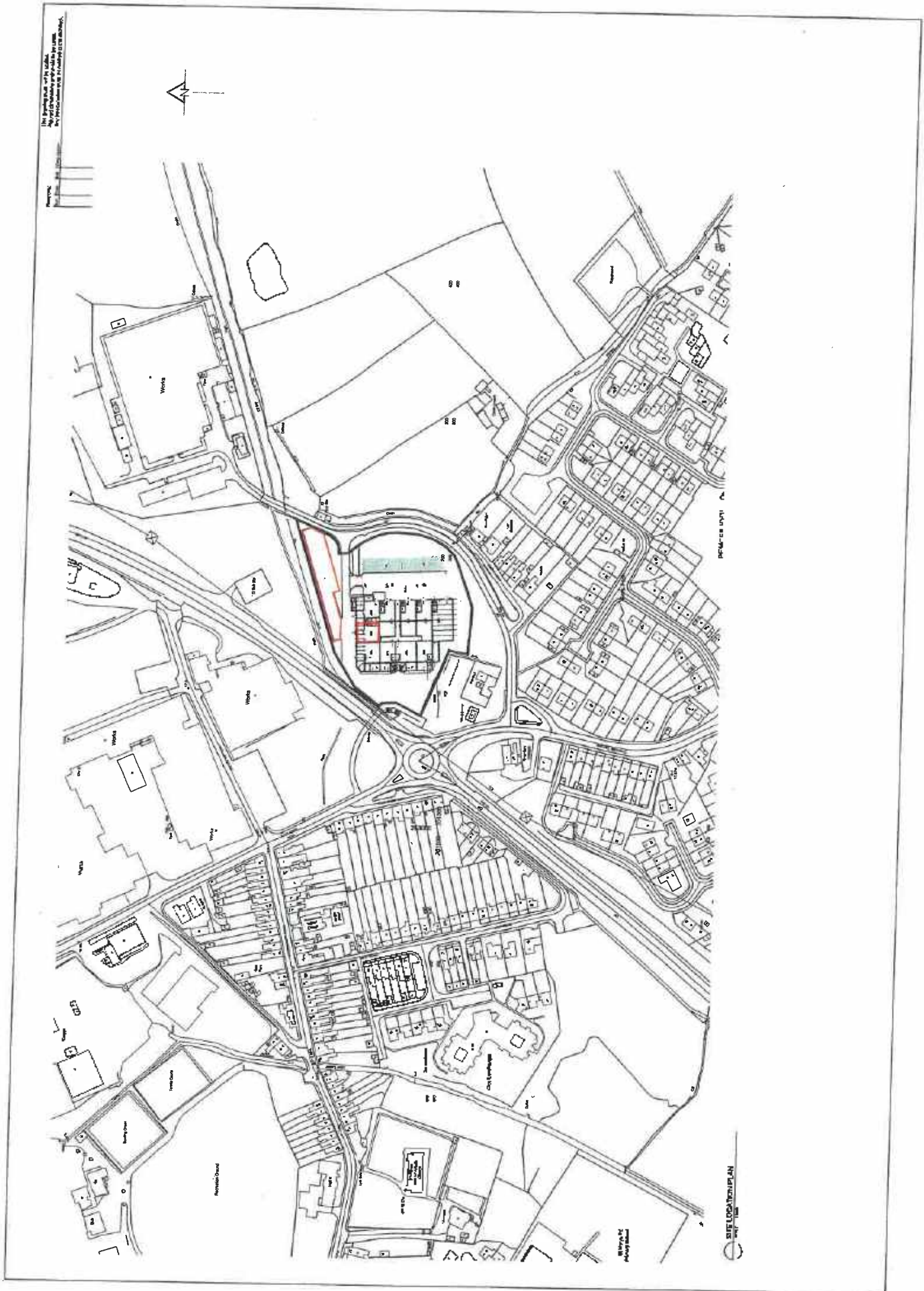
[maps@blackwell.co.uk](mailto:maps@blackwell.co.uk)

22 Y Fron, Felinfoel











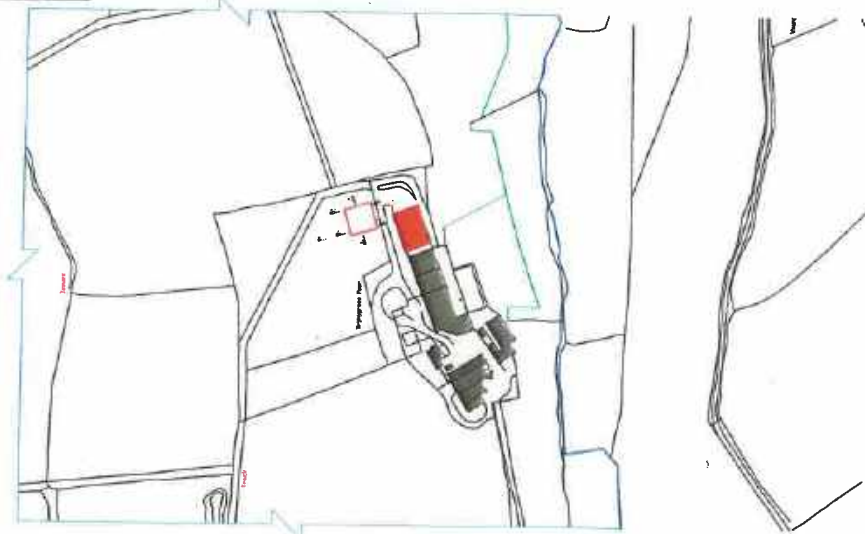




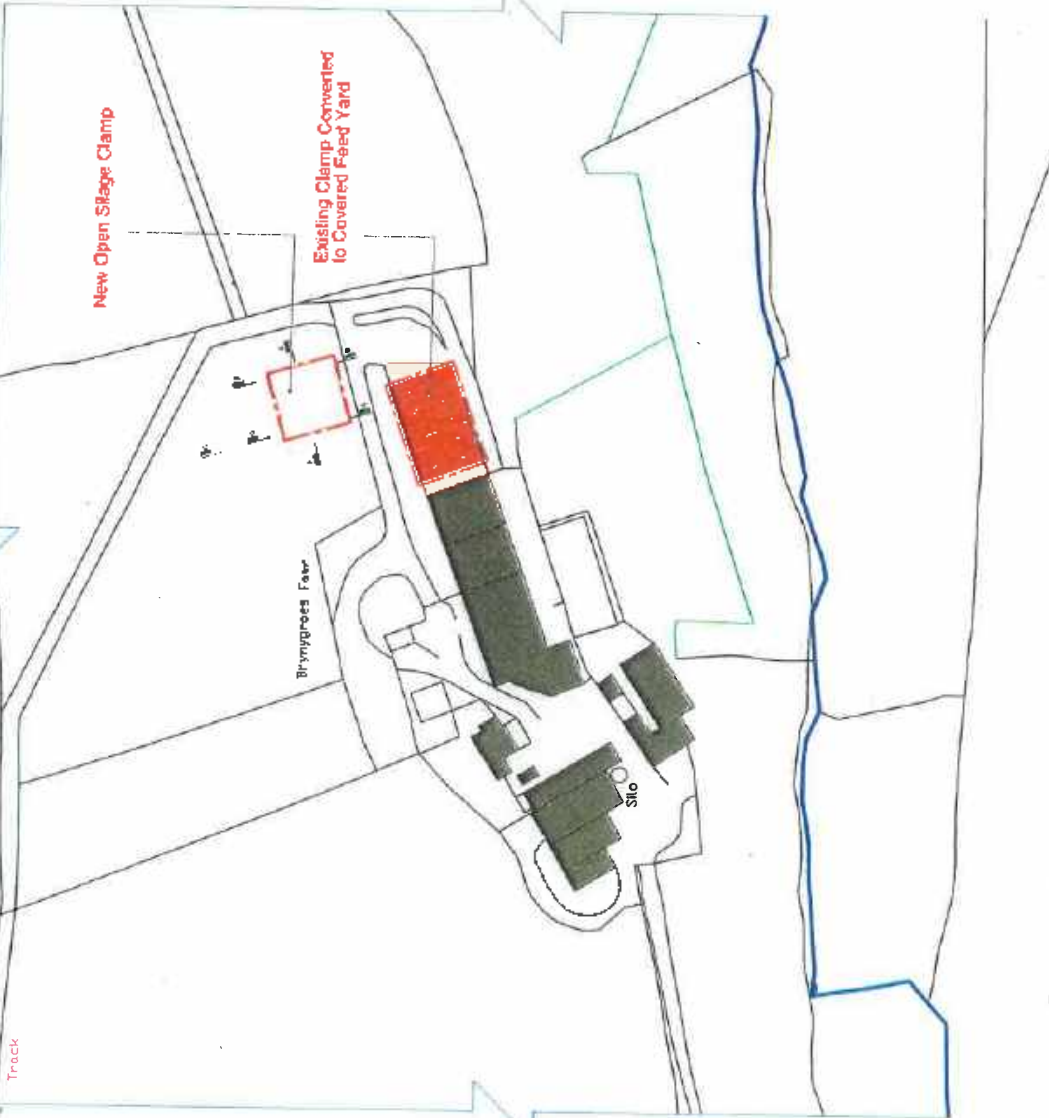
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 Email: info@iagocymru.co.uk



Planning Drawing Issue No 1  
 Submission Date: 23.06.2020



**SITE LOCATION PLAN - 1 : 2500 Scale**  
**PLAN LLEOLIAD (Cyfeirnod Grid SN50121 04616)**  
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**BLOCK PLAN @ 1 : 1000**  
 --- Site Boundary / Curtilage  
 --- Land in Ownership

**NOTES**

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE STATED.  
 2. THE SITE IS TO BE USED FOR THE PURPOSES OF THE APPLICATION.  
 3. THE SITE IS TO BE USED FOR THE PURPOSES OF THE APPLICATION.

**EARTH BANK SLURRY STORES AND TANKS**

Any slurry stores or tanks to be built on the site must be constructed of concrete or steel and must be capable of holding the maximum volume of slurry that may be produced on the site.

**STABILITY OF EARTH BANK STORES**

Any slurry stores or tanks to be built on the site must be constructed of concrete or steel and must be capable of holding the maximum volume of slurry that may be produced on the site.

**SOIL TESTING**

Soil testing should be carried out on the site to determine the suitability of the soil for the proposed development.

**SITE SELECTION**

The site has been selected for the proposed development because it is suitable for the proposed development.

**SEWAGE REGULATIONS**

The proposed development must comply with the requirements of the Sewage Regulations.

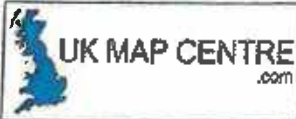
**SIZE OF THE STORE OR TANK**

The size of the store or tank must be sufficient to hold the maximum volume of slurry that may be produced on the site.

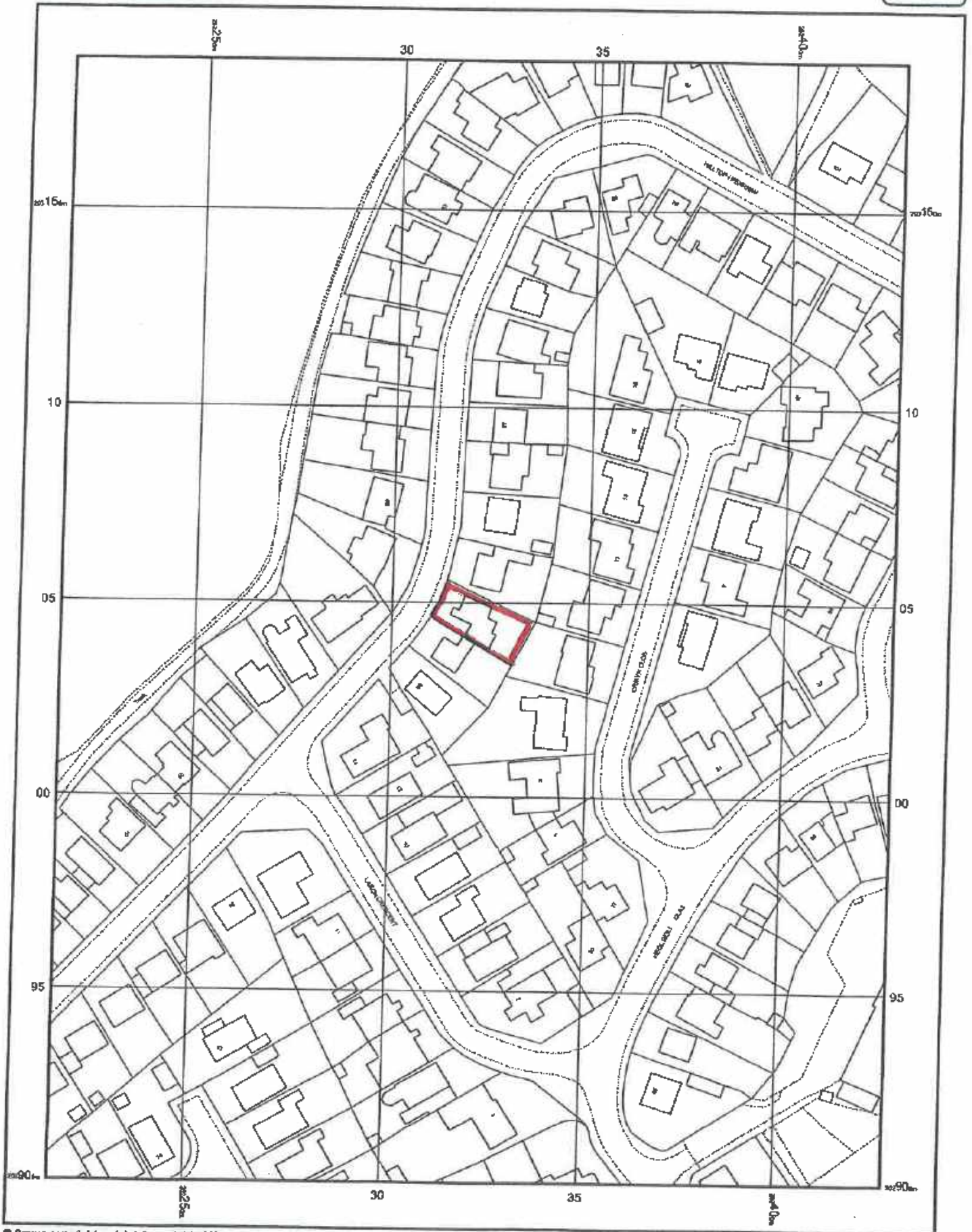
Client	Mr. Davies	Project No.	08/2004	Drawn By	Q. M. D.	Scale	1:2500 & 1:1000
Project Name	Contract: Existing Slurry Clamp in Covered Road Yard, Brynagroes Farm, Ffron Road, Llanelli, Carmarthenshire, SA11 1AA	Project No.	08/2004	Drawn By	Q. M. D.	Scale	1:2500 & 1:1000
Project Name	Contract: Existing Slurry Clamp in Covered Road Yard, Brynagroes Farm, Ffron Road, Llanelli, Carmarthenshire, SA11 1AA	Project No.	08/2004	Drawn By	Q. M. D.	Scale	1:2500 & 1:1000
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Project Name	Contract: Existing Slurry Clamp in Covered Road Yard, Brynagroes Farm, Ffron Road, Llanelli, Carmarthenshire, SA11 1AA	Project No.	08/2004	Drawn By	Q. M. D.	Scale	1:2500 & 1:1000

[illegible]





40Hilltop



50m



Application No.	Location	Development
<p>The following applications have been determined under the Clerk's delegated powers from 2 July, 2020 to 22 September, 2020.</p>		
PL/00005 (27/8/2020)	Mr Morgan 204 Heol Pennant Swiss Valley	Gable fronted extension to front of dwelling.
<p>Recommendation - objection on the grounds that the proposal was out of alignment with the building line of that area of Heol Pennant.</p>		
PL/00016	Mr T Harvey Ivanhoe House Nantybryn Dafen	Proposed single-storey detached garage.
<p>Recommendation – no objection.</p>		
PL/00179	Oakhyrst Homes Ltd c/o Asbri Planning Land adjacent to 80 Llwynhendy Road Bynea	Proposed construction of a residential development comprising 13no residential dwellings and associated access, parking, landscaping and infrastructure works.
<p>Recommendation – no objection provided:</p> <ol style="list-style-type: none"> <li>1. A satisfactory ecological report was received.</li> <li>2. The proposal was not an over-development of the site.</li> <li>3. There was no detrimental impact on the amenity and privacy of neighbouring dwellings.</li> <li>4. Highway safety would be addressed.</li> </ol>		
PL/00199	Mr C Cannings 65 Pentrepoeth Road The Old Farmhouse Pentrepoeth Road	Variation of condition 2 and 3 on S/39471 (new stone cladding finish on front elevation of property and increase in size of porch at front of the property).
<p>Recommendation – no objection</p>		
PL/00225	Mrs Evans 5 Blaen Nant Swiss Valley	Proposed conservatory to the rear of the dwelling.
<p>Recommendation – no objection provided there was no detrimental impact on the amenity and privacy of the neighbouring dwellings.</p>		
PL/00261	Mr S Owens 4 Nant y Gro Dafen	Two-storey kitchen and bedroom extension.
<p>Recommendation – no objection.</p>		

<b>Application No.</b>	<b>Location</b>	<b>Development</b>
<b>PL/00265</b>	Mr K Daniels 49 Bassett Terrace Pwll	Proposed rear ground floor conservatory extension.

Recommendation – objection on the grounds that the proposed development was on a C2 flood plain with the rear gardens in the area having experienced flooding in recent years.

<b>PL/00271</b>	Cannings 65 The Old Farmhouse Pentrepoeth Road Llanelli	Demolition of existing garage, erection of new garage and associated works.
-----------------	--	---

Recommendation – no objection.

<b>PL/00177 (3/9/2020)</b>	Ms C Jones Land at Moreb Farm Pwll Road Burry Port	Siting of a static caravan for temporary period.
--------------------------------	---	--

Recommendation – no objection provided that:

1. The siting of the static caravan was only used to enable site investigation works to be undertaken
2. Permission to site the caravan was for a temporary period to the maximum of 18 months only.

<b>PL/00264</b>	Miss H. Pullen Glyn Crwbach Farm Myrtle Hill Cynheidre	Creation of a traveller pitch with existing cowshed renovated to form a day/utility room, a static caravan and tourer, installation of a package treatment plant, alterations to access and erection of boundary treatments.
-----------------	---	--

Recommendation – no objection provided that:

1. The development with facilities was for a local member of the traveller/gypsy community.
2. The proposed caravan and other works were conducive to the intended site.
3. There was suitable access and clear visibility to/from the site.
4. Any ecology issues were addressed.



Application No.	Location	Development
<b>PL/00020</b> <b>(15/9/2020)</b>	Mr Stevenson Land part of 1 Bay View Pwll	Proposed siting of a detached dwelling house.

Recommendation – objection on the following grounds:

1. The area has been over developed resulting in a high density of garden development and the proposal is not considered appropriate as it will have an overbearing effect on neighbouring dwellings with it being detrimental to the amenity and privacy of the properties immediately situated on the western and southern flanks of the parcel of land.
2. There are highway safety concerns in regard to the proposed access/egress arrangements servicing the proposed dwelling off Tyle Catherine, which is a narrow one way road as well as related safety concerns because of poor visibility in approaching the site along Elgin Road. This particular road already experiences a high volume of vehicle movements as well as quite severe on-street parking issues affecting the free flow of traffic in westerly and easterly directions along its entire length. Vehicles entering the site via Elgin Road/Tyle Catherine should be able to access/egress the property in forward gear in the interests of road safety. There appears to be insufficient manoeuvring space allocated in the current design concept to accommodate this within the land parcel.

<b>PL/00048</b>	Mrs Johnston 1 Havard Road Llanelli	Conservatory to rear elevation.
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Recommendation – no objection provided:

1. There was no detrimental impact on the amenity and privacy of the neighbouring dwelling.
2. The conservatory extension did not have a detrimental impact on the original appearance of the rear of the dwelling given the shape of the conservatory when constructed alongside the single storey rear elevation which was offset at an angle to the main dwelling.

<b>PL/00079</b>	Mr W Thomas Dafen Welfare Cricket Club Maescanner Road Dafen	Erection of a marquee on part of the open space in front of the clubhouse. The marquee is 14 metres in length and 6 metres wide. The marquee would be fixed into the ground.
-----------------	--	--

Recommendation – no objection.

<b>PL/00171</b>	Mr P Dunne Land adj. to 9 Tre Buan Felinfoel	New double garage.
-----------------	---	--------------------

Recommendation – no objection.

<b>Application No.</b>	<b>Location</b>	<b>Development</b>
<b>PL/00202</b>	Mr D Thomas 89 Trallwm Road Llanelli	Proposed first floor and single rear storey extension (two parts) to create new bedroom.

Recommendation - no objection provided there was no detrimental impact on the amenity and privacy of neighbouring dwellings.

<b>PL/00305</b>	Mr P Dunne Land adj. to 9 Tre Buan Felinfoel	Reserved matters to outline planning permissions S/38665 (new dormer bungalow with solar panel glazing to front elevation and off street parking) detailed plans of the layout, scale, appearance and landscaping with means of access thereto.
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Recommendation no objection provided the drainage generated from the development did not increase the hydraulic load on the public sewer.

<b>PL/00347</b>	Mr D Evans 30 Cae Gar Llwynhendy	Demolish the existing broken down zinc garage and roofless shed to re-build connected to the house.
-----------------	--	---

Recommendation - no objection provided appropriate mitigation measures were incorporated into the design to prevent the potential risk of flooding to the development.

<b>PL/00353</b>	Mr C Thomas 27A Stepney Road Pwll	Refurbishment of existing bungalow and new kitchen extension including demolition of existing conservatory.
-----------------	---	---

Recommendation – objection unless appropriate mitigation measures were incorporated into the design of the kitchen extension to prevent the risk of flooding to the new development given the site was located in a C2 flood zone which was prone to flooding.

<b>Application No.</b>	<b>Location</b>	<b>Development</b>
<b>PL/00019</b> <b>(22/9/2020)</b>	Mrs L Jones Land off Heol Llanelli Pontyates Llanelli	Siting of 10 dwellings

Recommendation – no objection provided:

1. The site was developed in accordance with the housing allocation set out in the Local Development Plan (LDP) to meet the allocation under the provision of Policy H1 of the LDP.
2. The semi-detached properties were identified for affordable housing purposes.
3. Access to all the properties would be off Heol Llanelli.
4. The development scheme separating surface and foul water flows.
5. There was no detrimental impact to other parts of the community associated with surface water runoff from the site.
6. The site had ecological value so the existing hedgerow should be translocated behind a newly constructed pavement fronting the properties on Heol Llanelli as set out in the plans.
7. The application should make no reference to potential community benefit being derived from the development but the council wishes to see fresh investment opportunities being realised from the development to enhance recreational facilities at the nearby council maintained park off Heol Llanelli as well as possibly being put towards traffic calming measures in the immediate vicinity of the site to help promote highway safety.

<b>PL/00028</b>	Mrs C Jones 1 Clos Bryn haul Llwynhendy	Conversion of existing garage into living space.
-----------------	---	--

Recommendation – no objection.

<b>PL/00103</b>	Mr N Griffiths 45 Penllwynrhodyn Road Llwynhendy	Change of use of existing convenience store, bungalow and residential flat, to provide 9 flats.
-----------------	---	---

Recommendation – objection unless:

1. The development proposal and change of use did not represent an over development of the property and site.
2. There was sufficient space to accommodate the additional off road parking of vehicles (based on two vehicles per flat).
3. There was sufficient garden/amenity space to service the number of flats.
4. There was no detrimental impact on highway safety.
5. There was no detrimental impact on the residential amenity of neighbouring dwellings.

<b>PL/00428</b>	Mr Paul 10 Clos Cefn Bryn Llwynhendy	Proposed rear conservatory extension.
-----------------	--	---------------------------------------

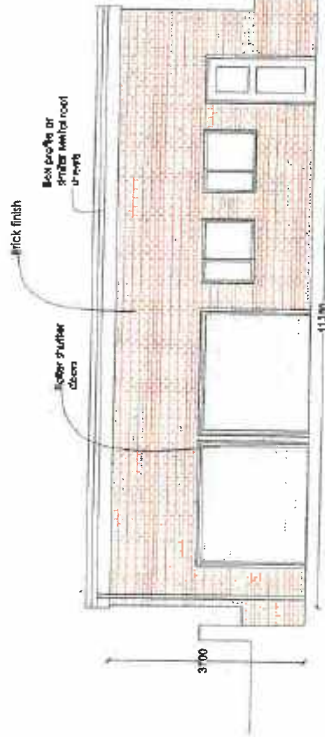
Recommendation – no objection.



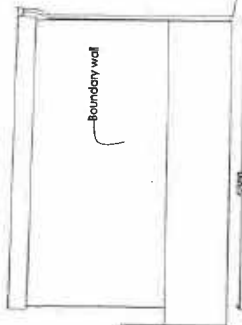
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GF Plan



East Elevation



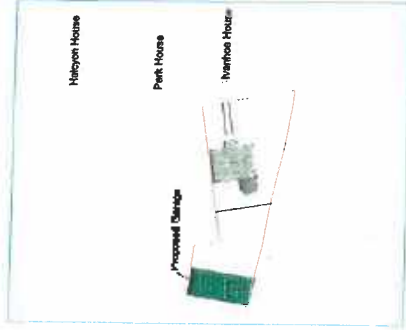
South Elevation



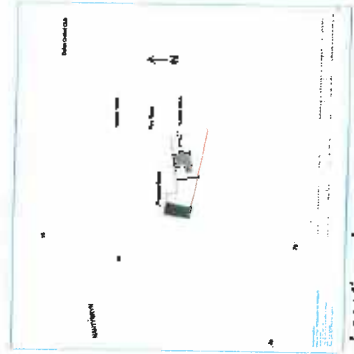
West Elevation



North Elevation



Block plan  
1:500



Location plan  
1:1200

TH Design 5 Spence Avenue, Lehall, SA18 3HY	CL: Best  Wayne Jones	JOB TITLE:  Proposed detached garage at Hawthorn house, Nant y bryn, Duffryn, Llanelli SA14 8PR	DRAWING TITLE  Plan, elevation, floor and Roofline plans	DRAWING STATUS:  <b>PLANNING</b>	SCALE: 1:50 / As shown <small>Original copies 100 - 10</small>  Scale: 1:1  Date: May 20.	REV DESCRIPTION		DATE
						A		
						B		
						C		
						PLAN No		
01		SECTION						

# SITE KEY

Site Boundary



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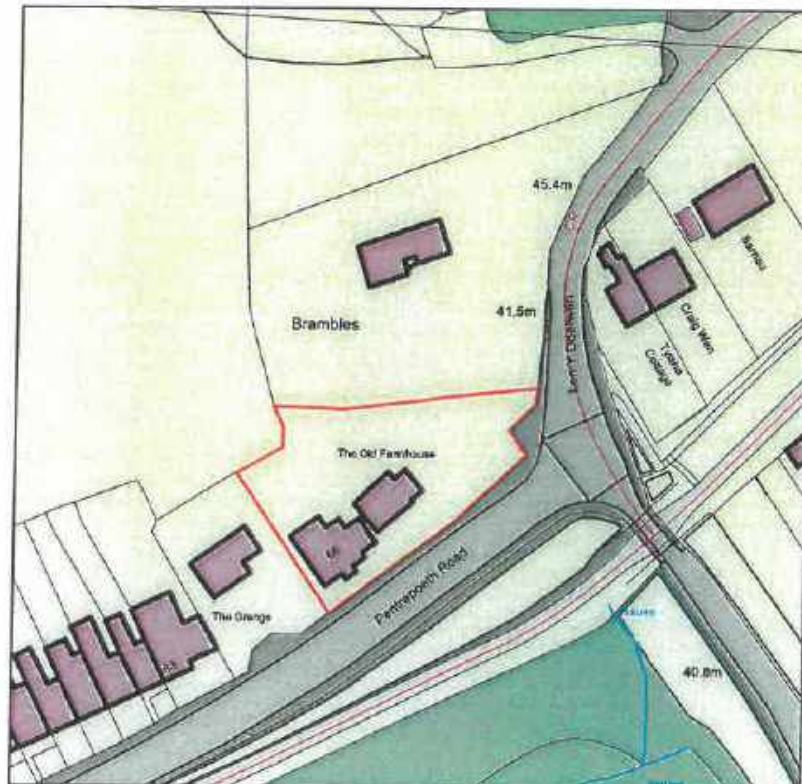
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Project: Lanywenny  
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Ref: 2048- (03) - 101

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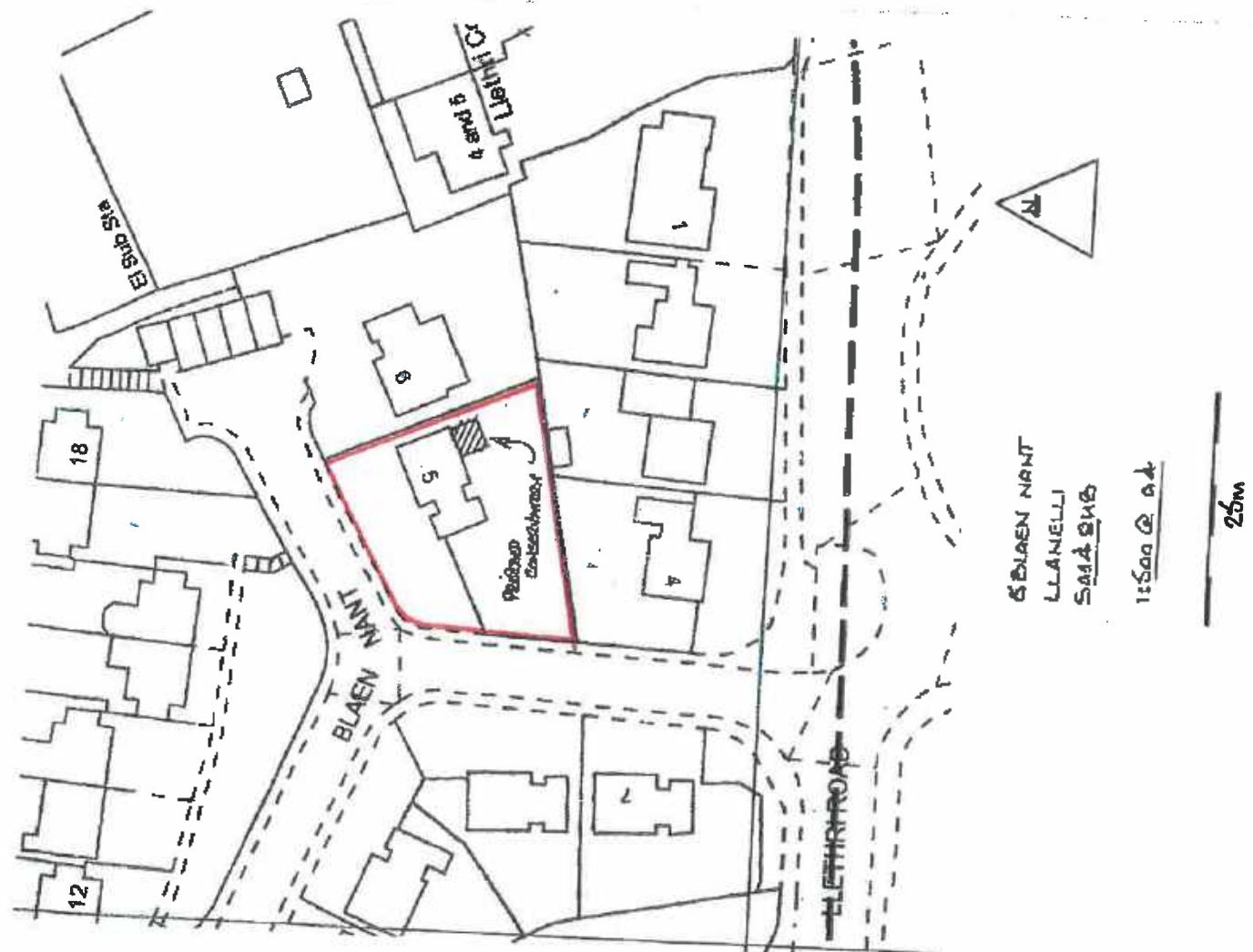
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mail@springdesign.co.uk

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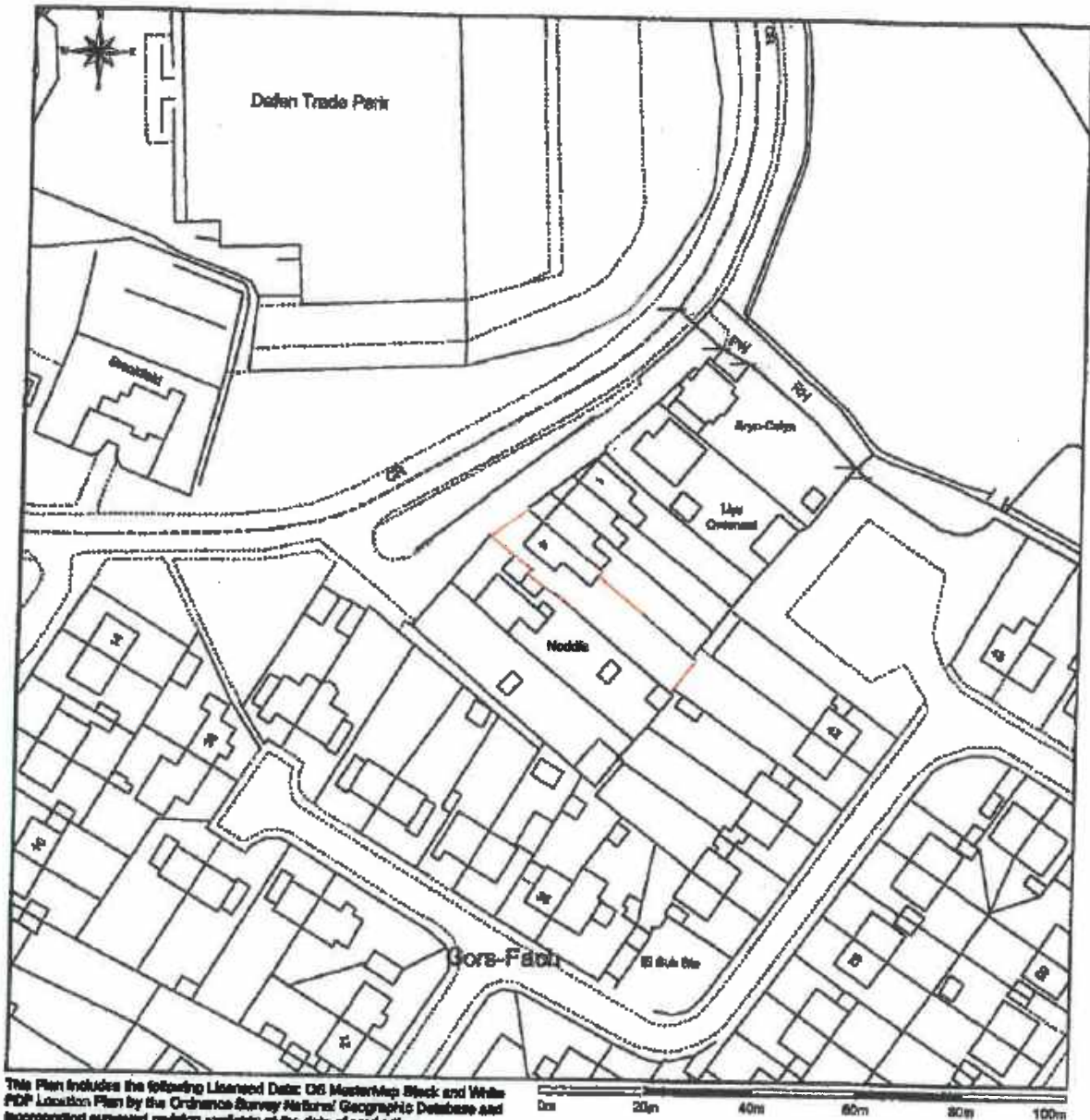




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				<b>Project Title: Extension</b>			
				<b>Project Address 1: The Old Farmhouse, Pentrepoeth Road</b>		<b>A4</b>	
				<b>Project Address 2: Llanelli, SA15 4HL</b>		<b>Checked by DLD</b>	
				<b>Drawing Title: Site Location Plan</b>		<b>Approved by DLD</b>	
	B A Existing Parish Added to Plan This is the first revision			JCH AV	24.06.2019 25.02.2020	Date: 25.06.2019 Scale: 1:1250 Drawn By: JDH Ref: RH401 Drawing No: 001 Rev: B	
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## Location Plan 4 Nant Y Gro, Dafen



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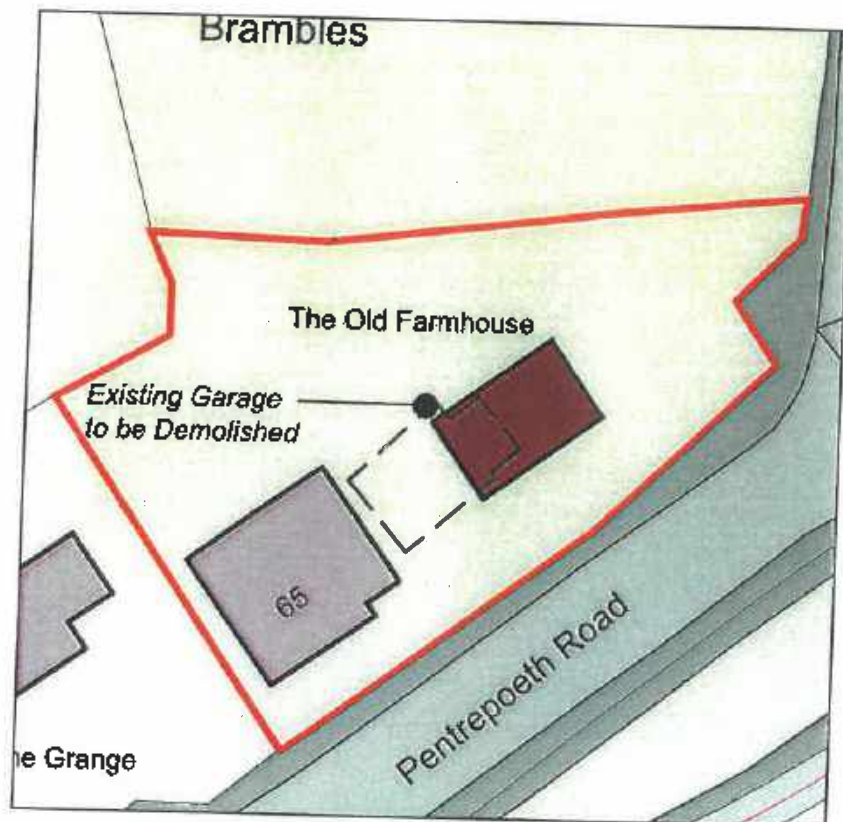
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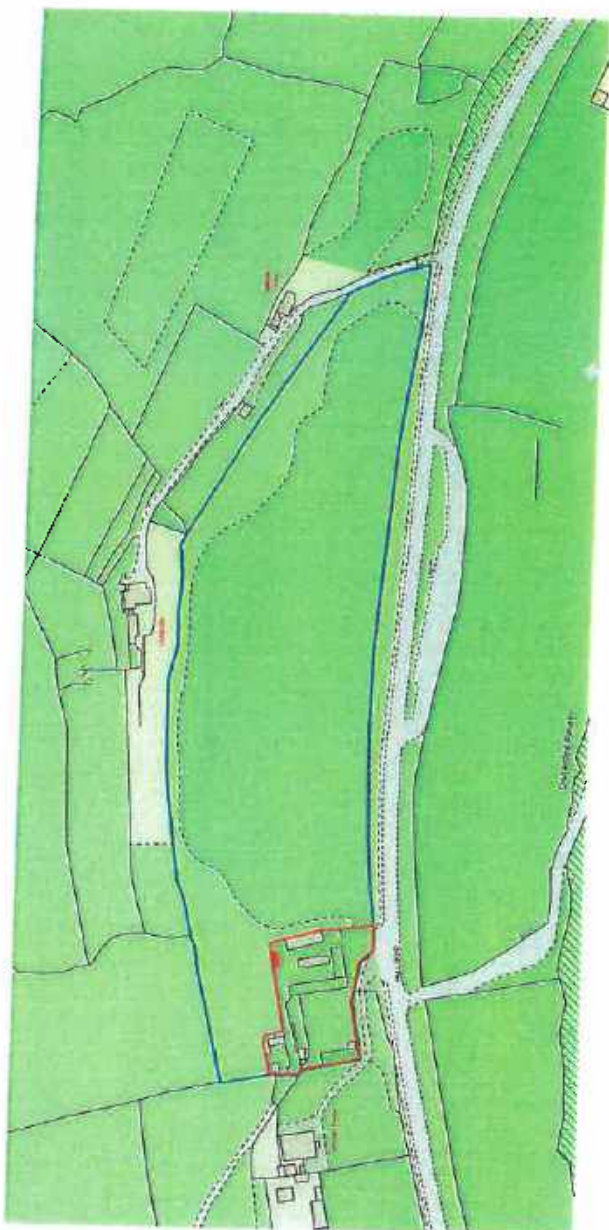


Notes		REVISIONS		Client: Callum Cannings	
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		Project Title: Extension		Project Address 1: The Old Farmhouse, Pentrepoeth Road	
		Project Address 2: Llanelli, SA15 4HL		Drawing Title: Proposed Block Plan (Garage)	
		Date: 27.04.2020		Scale: 1:500	
		Drawn By: JCH		Plot: RH401	
		Drawing No: 006		Rev: B	
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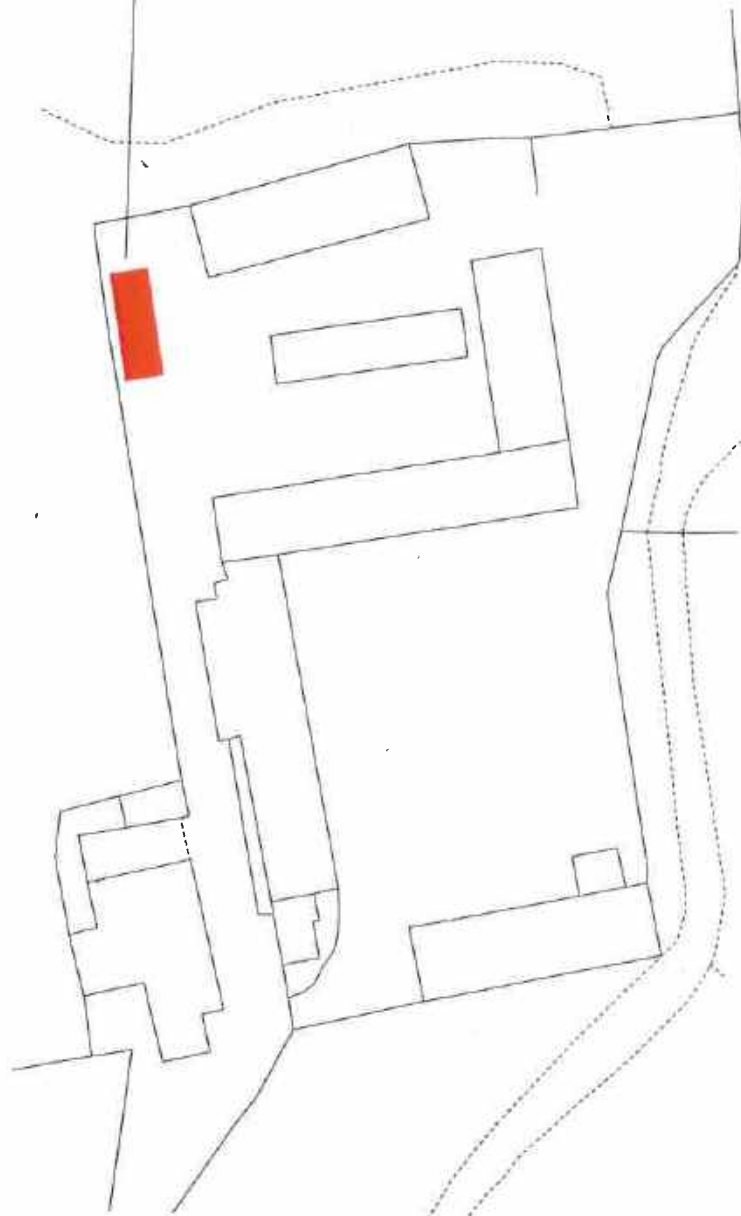
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Designed by: [Signature]	Reviewed by: [Signature]
Drawn by: [Signature]	Approved by: [Signature]
Date: 10/10/2010	Scale: 1:200
Project: [Project Name]	Sheet: 1 of 1

Site Location Plan (1:1250)



Proposed location of 4.5x3 m sitting caravan

Site Plan (1:200)





and used as dayroom

# Glyn-

Roof water  
to soakaway

Proposed toilet

Proposed static caravan

Hardstanding  
area

Hardstanding  
area

Grassed  
area

Existing chicken coop

outhern boundary hedge  
main un-altered

enhancements

De

Bo

Approximat.  
1500mm high all  
will keep light p  
minimum.  
All PIR sensors to  
turns off after 10

ITEM No. 14 (3)



PROPOSED SITE PLAN

LAND ADJACENT TO 1 BAY VIEW, PWLL



60

LB

62

3

TYLE CA

Existing 1m High wall to pavement

Existing 2.2m High block wall

Garden

Existing access widened

Existing garage for No. 1

Distance of 15.0m between windows

2m high close boarded fence

Distance of 20.0m between windows

Garden of No. 1

Indicative scale parameters

Width 8.0 - 9.2m  
Depth 5.5 - 7.2m  
Height to ridge 7.0 - 7.3m

Blenhiem House

Bay View

1

2

Site Plan 1:200

PLANNING

PRIME ARCHITECTURE

PRIME ARCHITECTURE LIMITED, 3 Llandaff Road, Cardiff, CF11 1LH  
01352 888 877  
info@primearch.co.uk  
www.primemarch.co.uk

Client: Mr. & Mrs. Stevenson

Project Title: Proposed siting of a detached dwelling house at No. 1 Bay View Tyne, Caerdydd (PW)

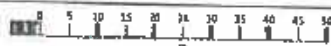
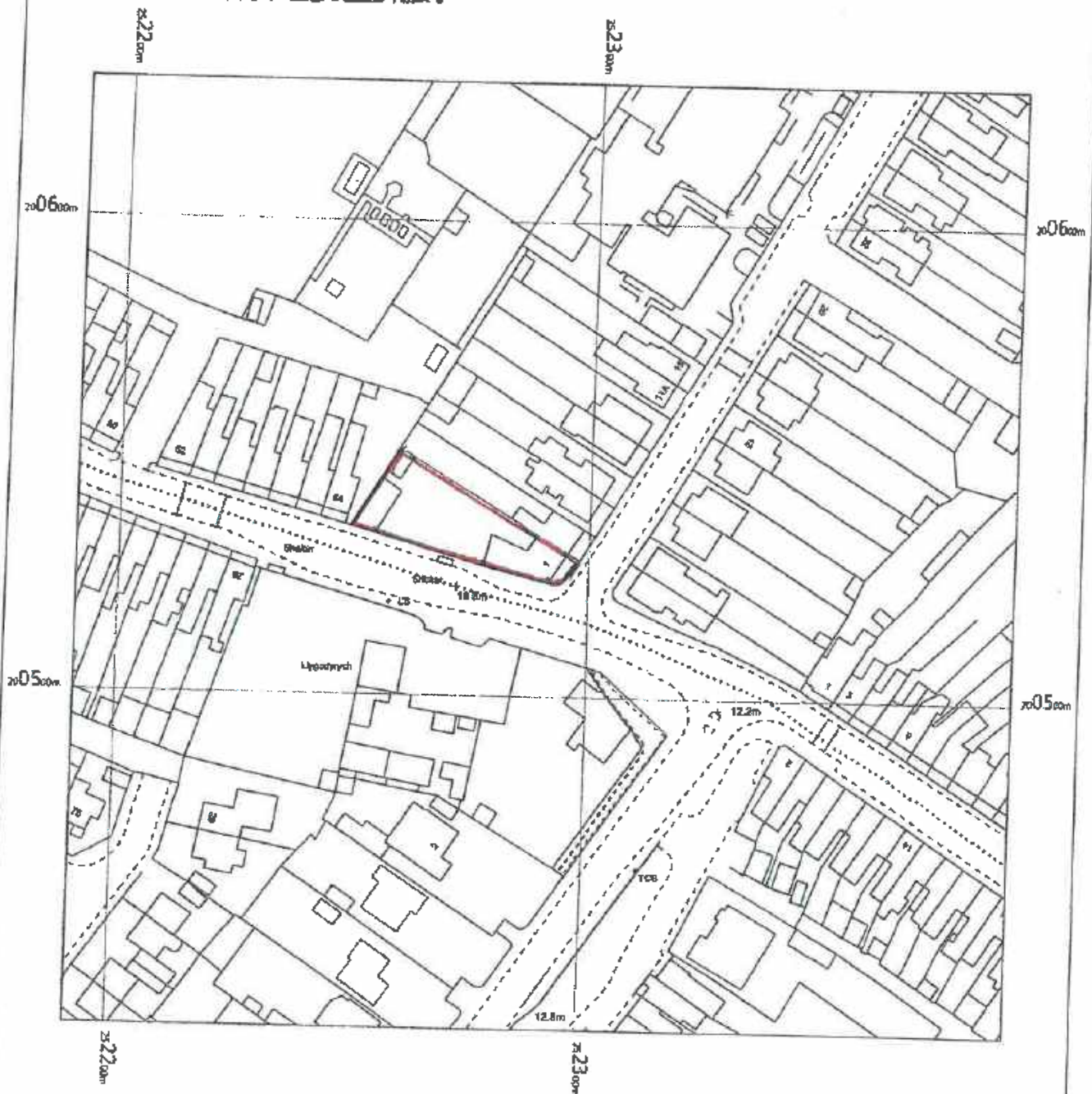
Drawing Title: Proposed Site Plan

Author: ILSO @ AS  
Date: July 2020

Job No: 046  
Drawing No: 01



Older Street extension at  
No 1 Haver Road, Llandelli, SA11 8SA  
for Mr & Mrs. Jones.



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MURRAY BUILDERS  
LONDON  
CF11 8LW.

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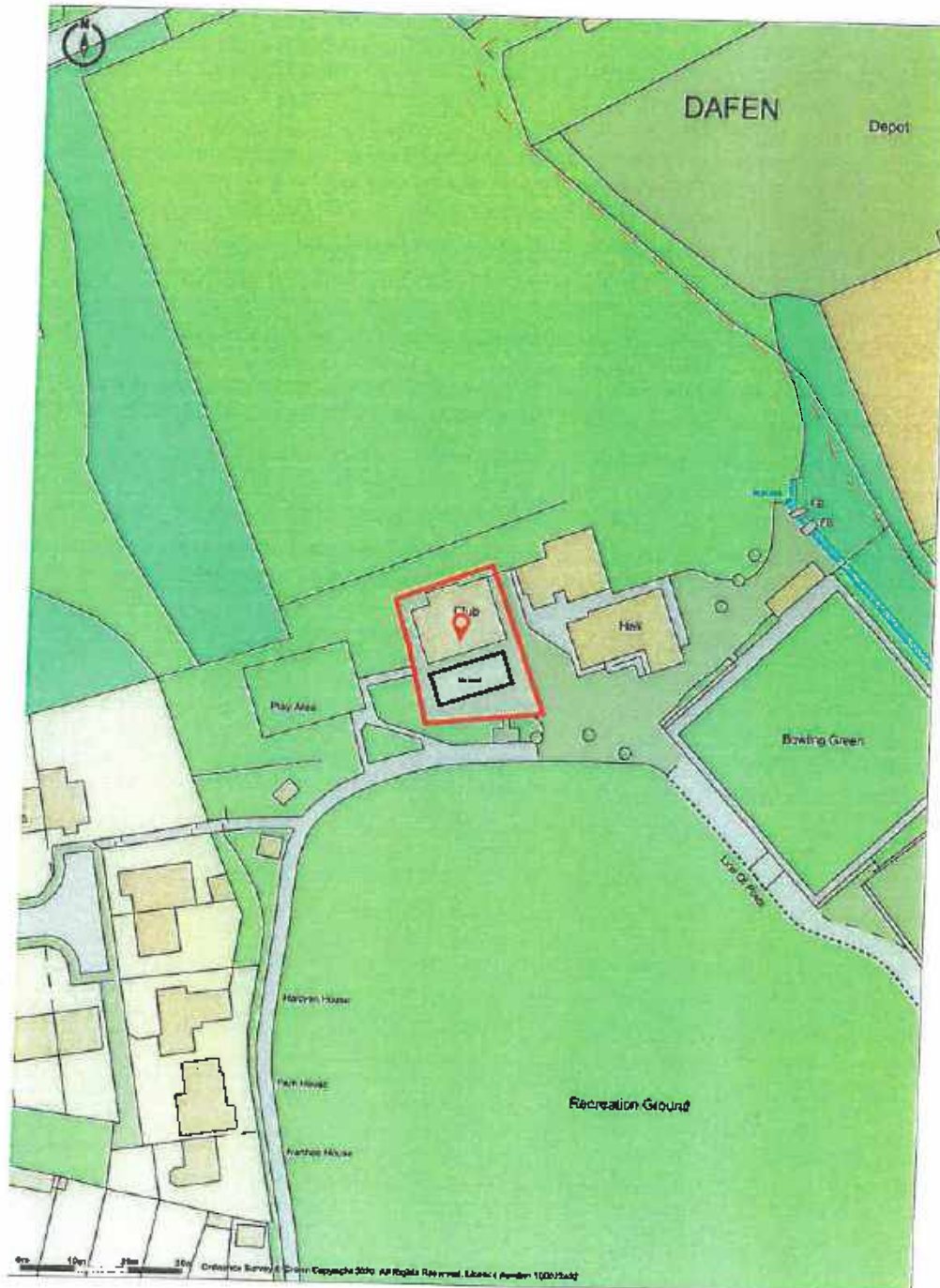
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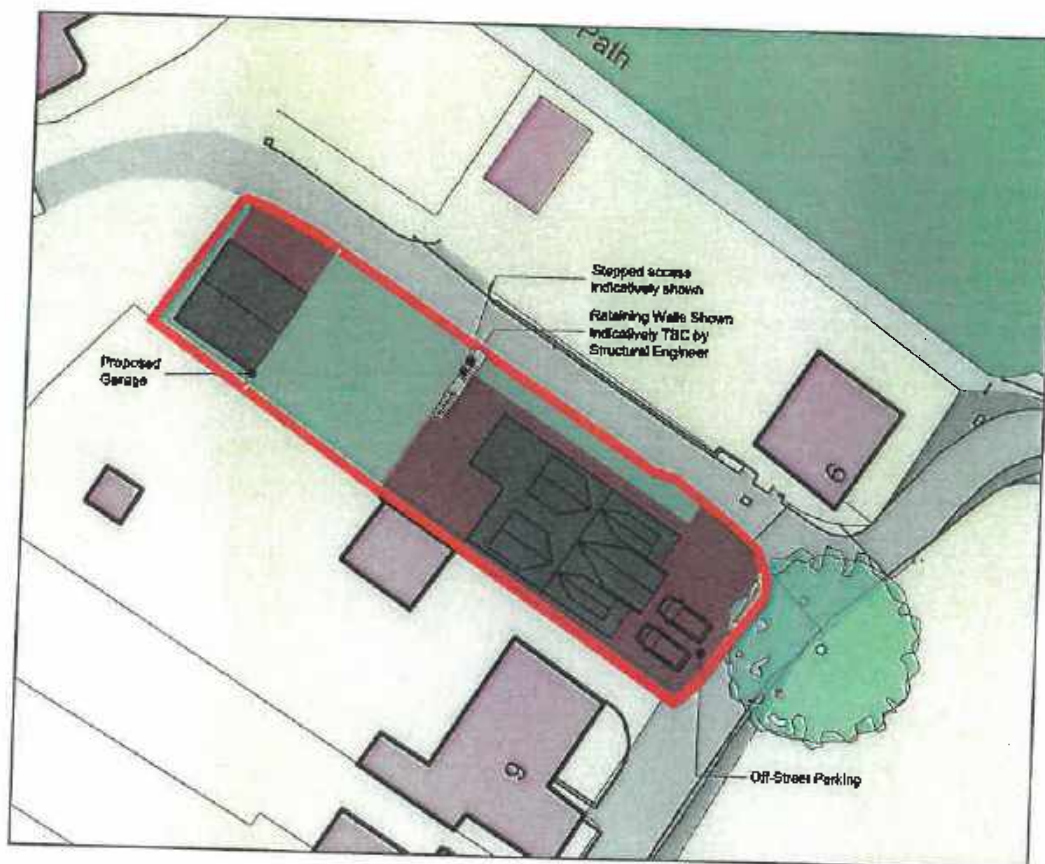
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Rev	Comment	By	Date		
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				Project Title: New Home	
				Project Address 1: Plot adjacent to 9 Tre Buan, Felinfoel	
				Project Address 2: Llanelli, Carmarthenshire	
				Drawing Title: Proposed Garage Topo Block Plan	
A	Retaining Walls Amended	SJC	20.07.20	Date: 30.06.2020	Scale: 1:500
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				Drawing No: 005	Rev: A

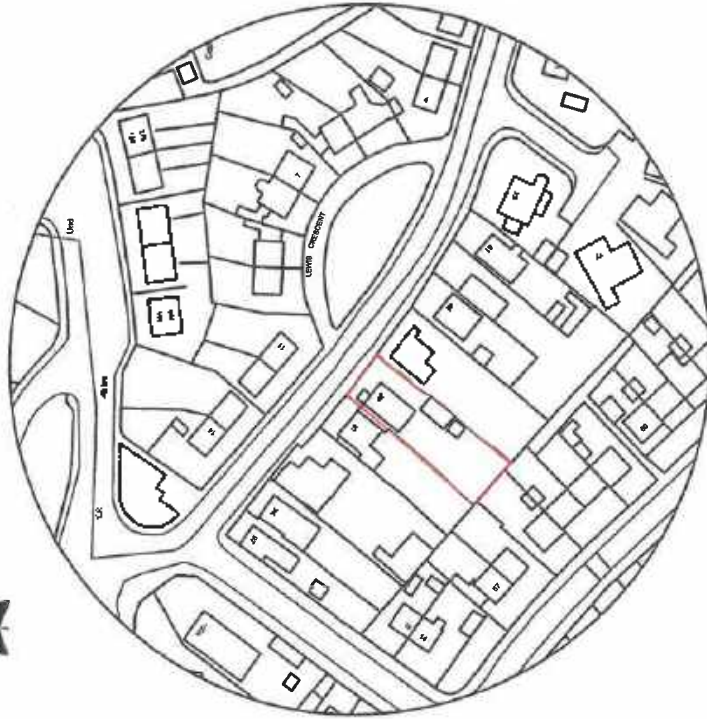
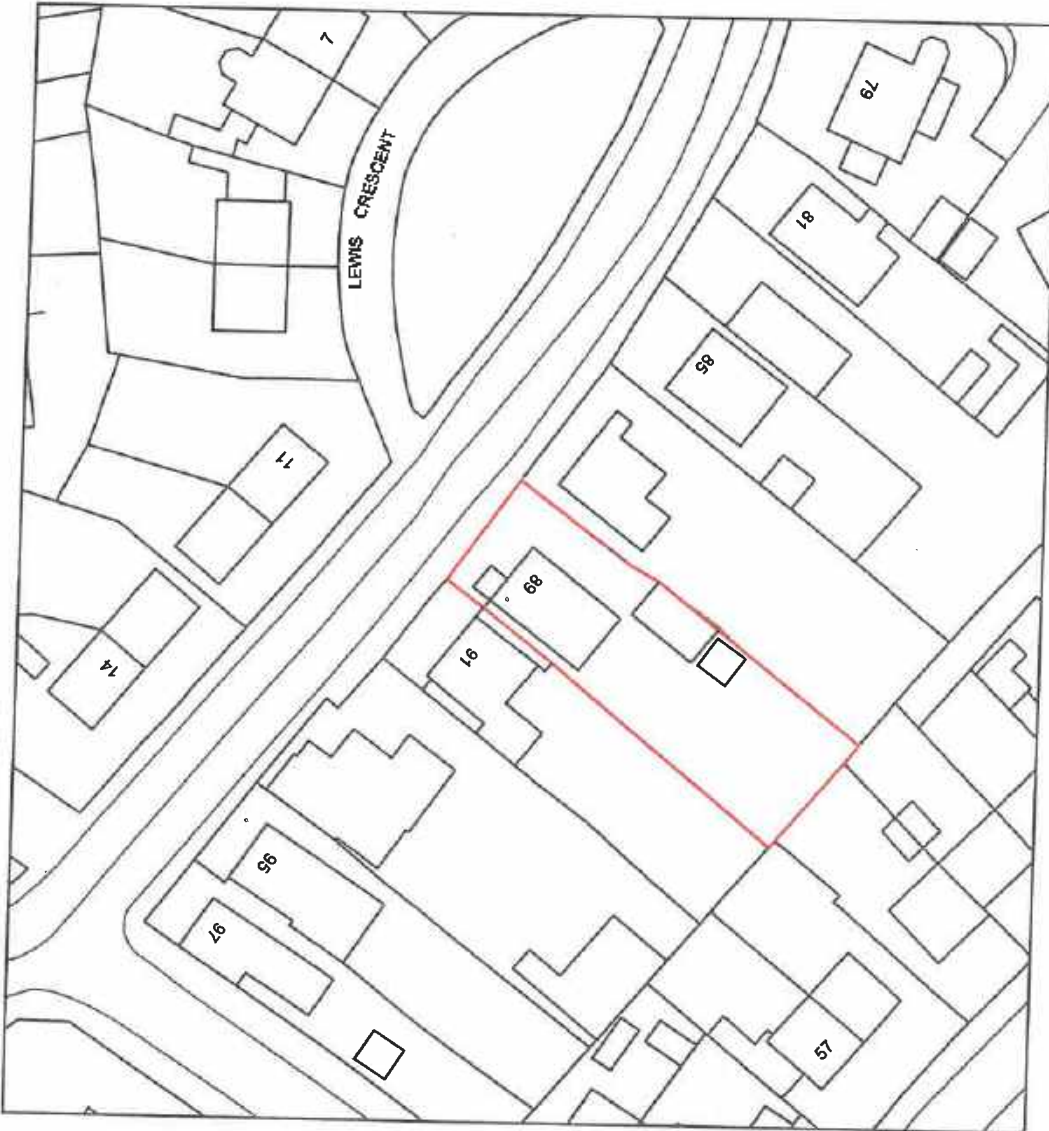
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# SITE PLAN 1:1500



# LOCATION PLAN 1:1250

Rev	Amendments	Date

Map reference SN 5300

Project  
PROPOSED ALTERATION & EXTENSION  
LUNELLA : 40 TRIM LANE ROAD, LUNELLA  
Dist : 1000 & 1000 DRAIN THRU

Project	Number	1991	Survey	01	Rev	1	AS SHOWN	SURVEY	A3
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LEWIS PARTNERSHIP  
architects - consultants

RIBA #1  
Chartered Architect

12 Pitt Street LUNELLA Chartered Architects SAIS 342  
0834 400 1000  
0834 400 1000  
0834 400 1000

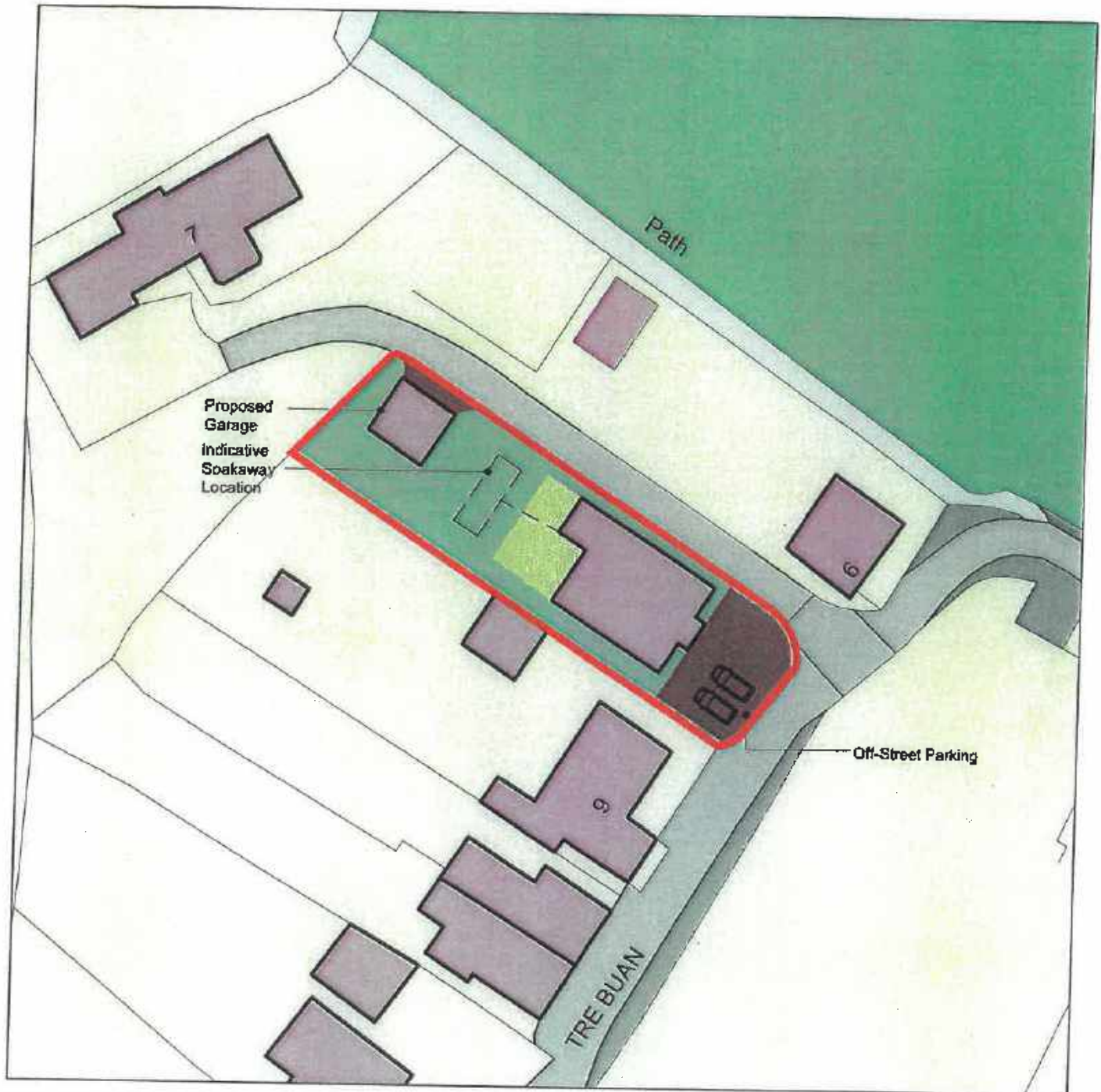


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Date Drawn	By
07/02	
Date Checked	By
14/07/02	
Date	By

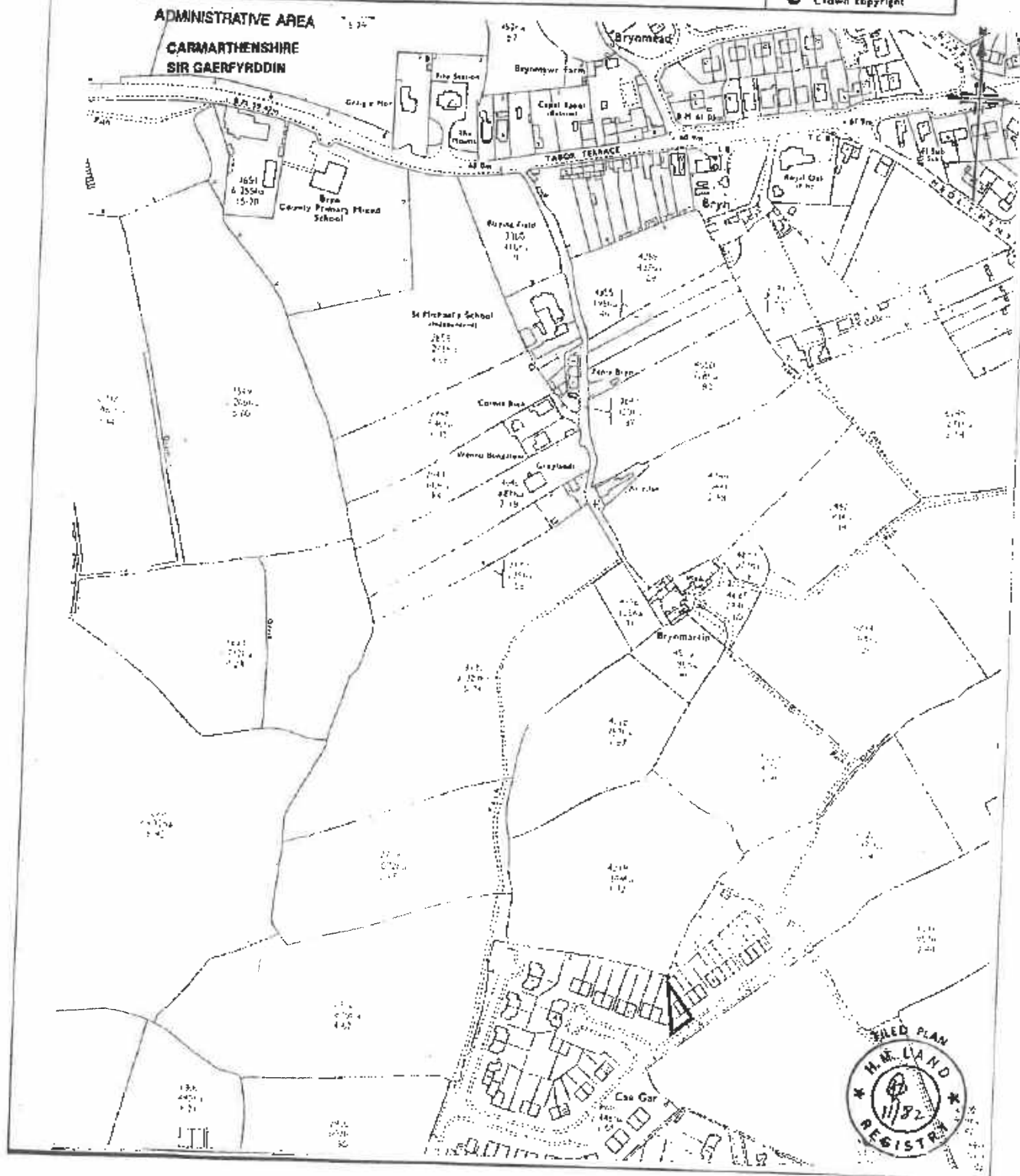
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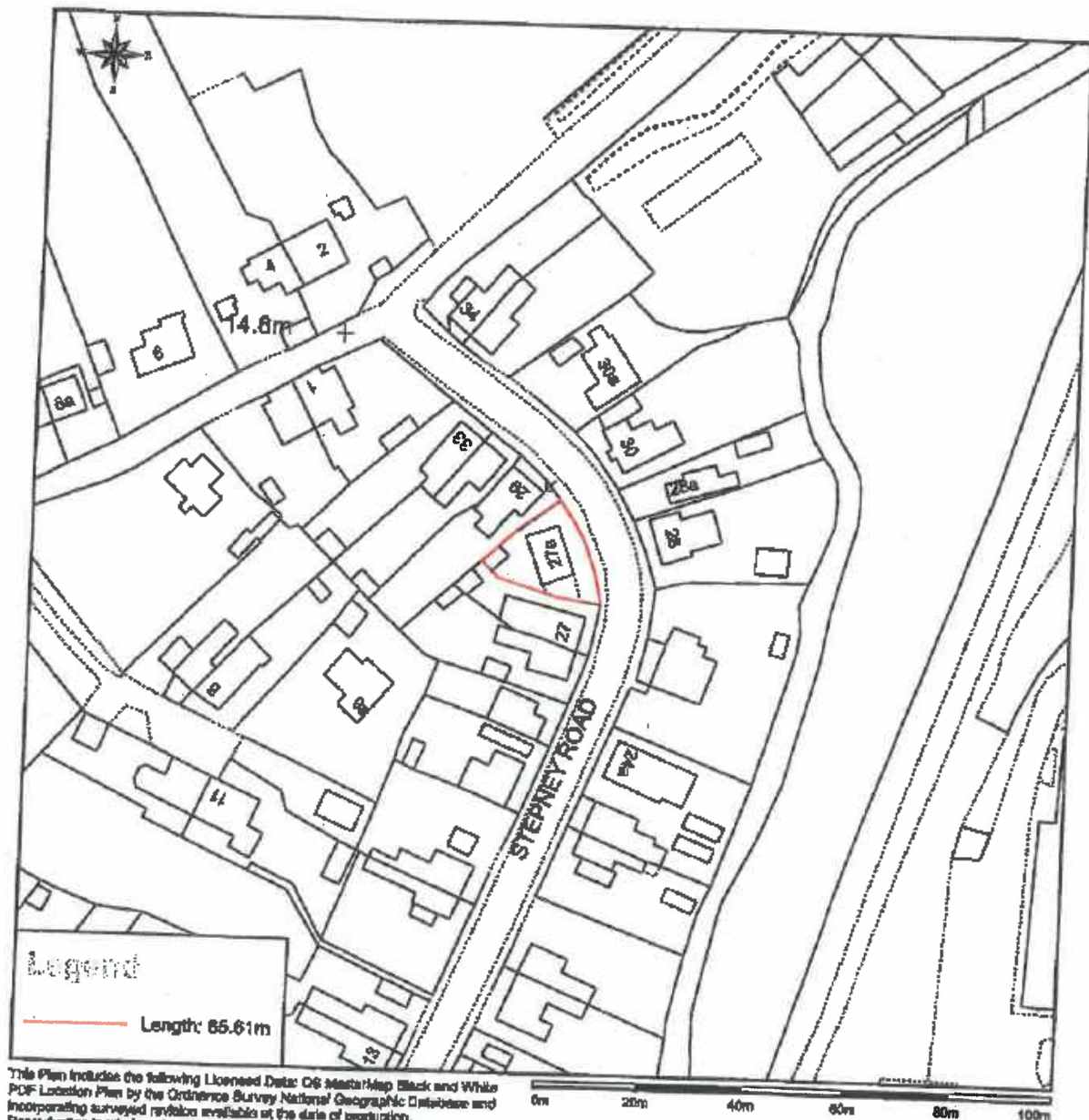
<b>Notes</b> Ordnance Survey, (c) Crown Copyright 2020. All rights reserved. Licence number 100020449 	<b>REVISIONS</b> Rev. Comment By Date		Client: <b>Mr. Patrick Dunne</b>	
	C S A Delivery to Garage access Building Dimensions Amended to Match Model Building Design Amended and Module Position Amended		2048 SJC 26-04-2020 27-04-2020 12-05-2020	
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Date: 21.02.2020 Scale: 1:500 Drawn By: SJC Ref: NH333 Drawing No: 003 Rev: C			143 Clifton Street, Cardiff, CF24 1LZ 16 Queen Victoria Road, Llanelli, SA15 2TL 02921 197 196 01554 778 730 <a href="mailto:info@darkinarchitects.com">info@darkinarchitects.com</a> © Copyright Darkin Architects 2020	
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H.M. LAND REGISTRY		TITLE NUMBER
		WA228103
ORDNANCE SURVEY PLAN REFERENCE	30 Cae-Gar, Llynhendy, Llanelli, SA14 9NR SN 5400	Scale 1/2500
COUNTY <del>SWYTH</del>	DISTRICT <del>LLANELLI</del>	© Crown copyright



30 Cae Gar Drawing 5 of 5

# Location Plan 27A Stepney Road, Pwll, Llanelli



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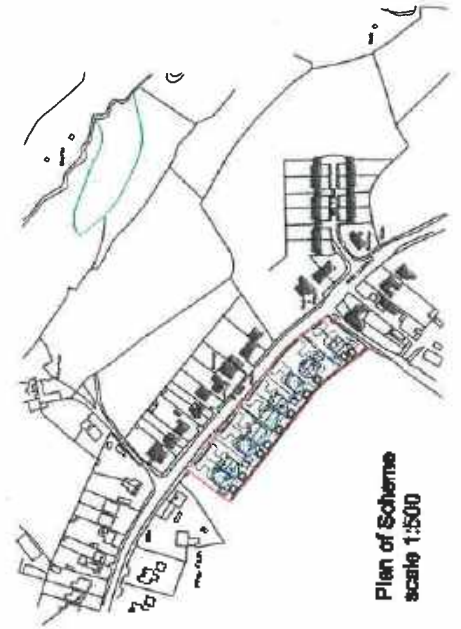
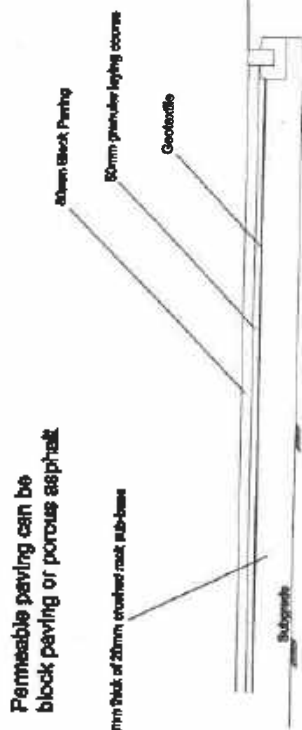
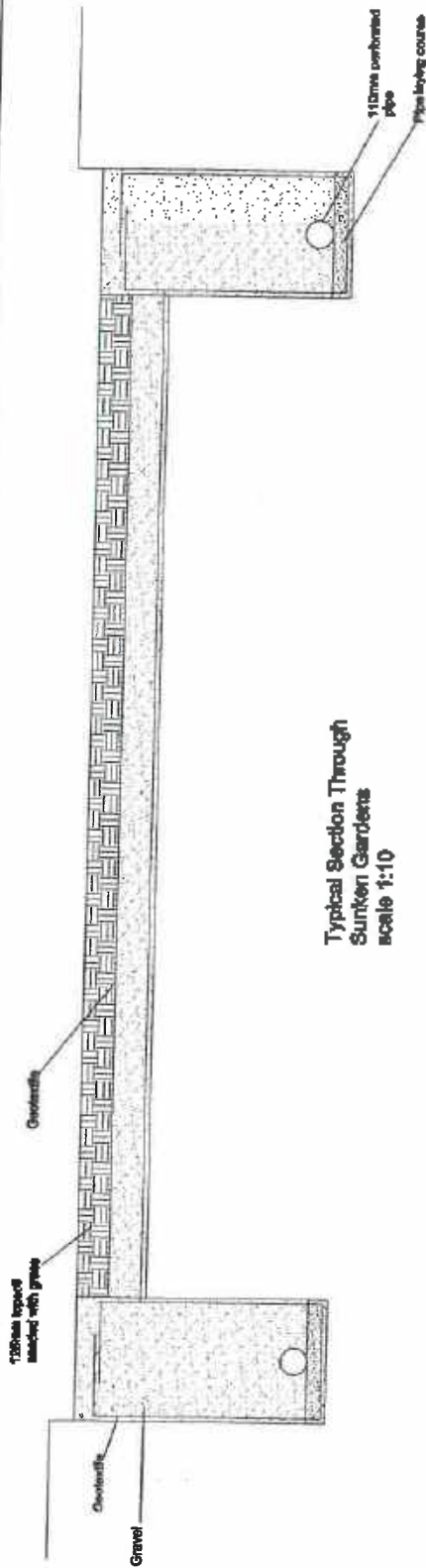
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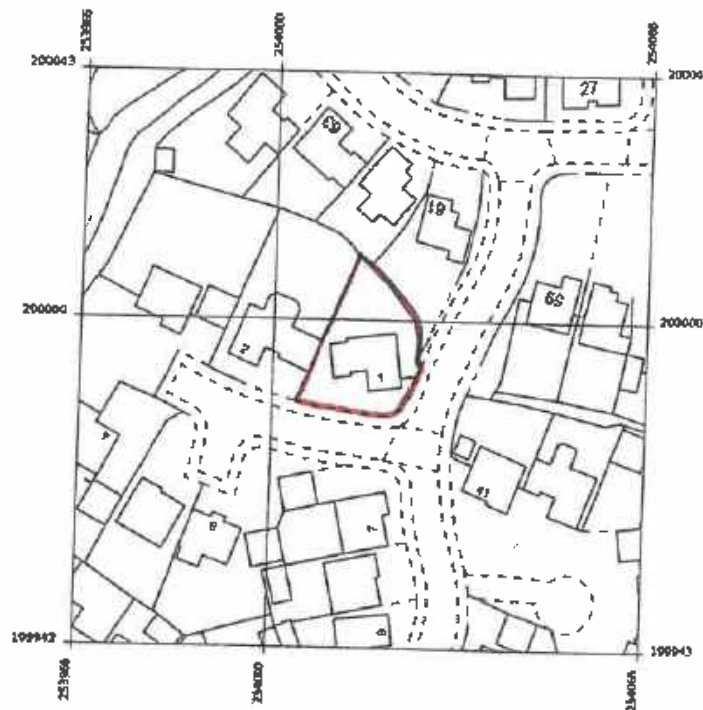
27a Stepney Road, Pwll  
Location Plan



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E-MAIL - [info@daviesrichardsdesign.com](mailto:info@daviesrichardsdesign.com)  
 WEB - [www.daviesrichardsdesign.com](http://www.daviesrichardsdesign.com)

JOB TITLE:

Mr & Mrs Griffiths  
 Proposed alterations  
 to bungalow at;  
 Cae Gar,  
 Llwynhendy,  
 SA14 9NS.

Do Not Scale From This Drawing

DRAWING TITLE:

Proposed Site  
 & location plan.

Original paper size - A3

SCALE:

As shown

OWS STATUS:

Planning

DRAWN BY:

CJW

DATE:

June 2019

PLAN No

LW390-03

EDITION

B

Paper size  
 A3

119

811

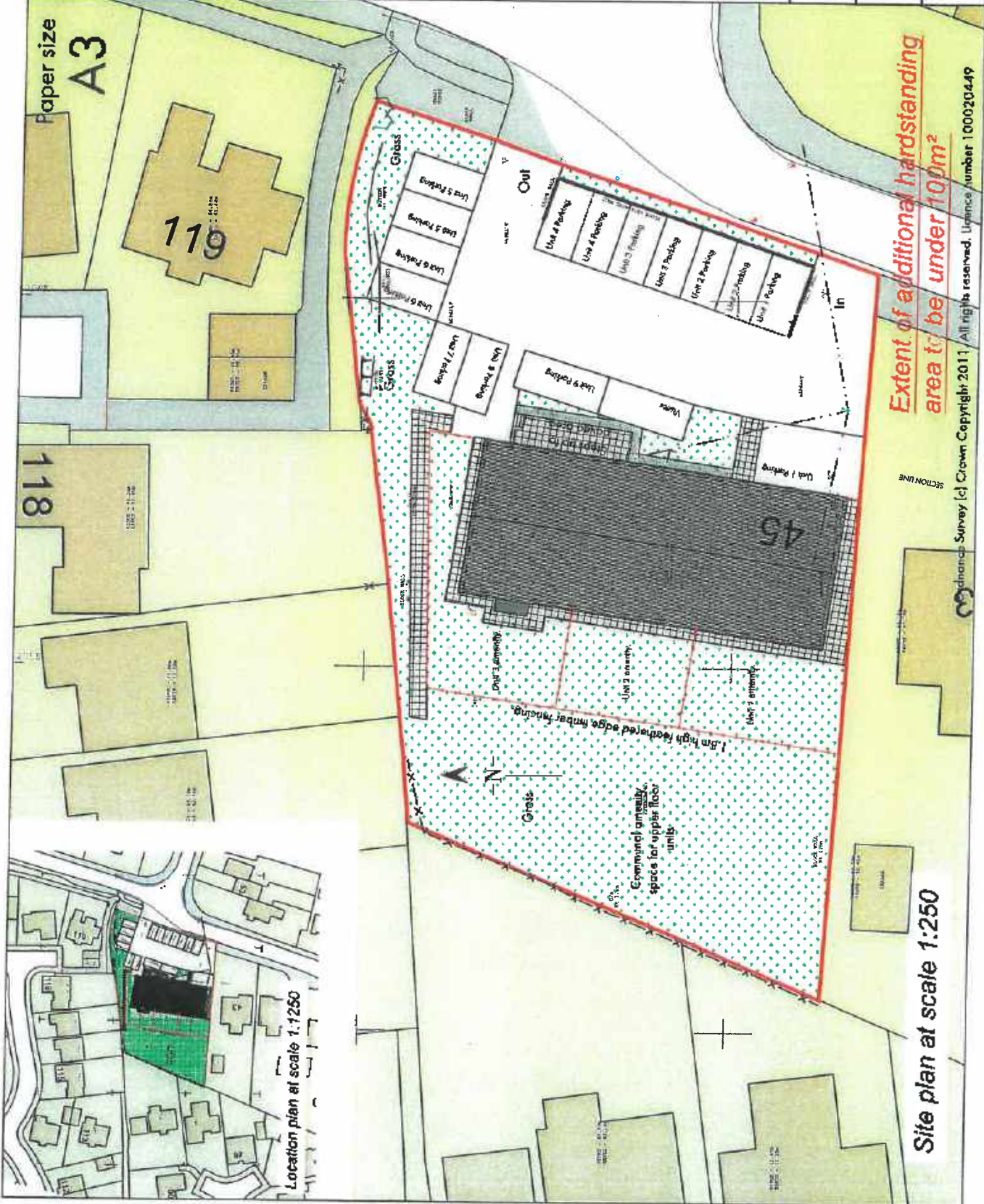
45

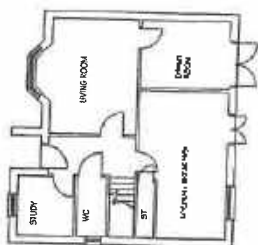
Extent of additional hardstanding  
 area to be under 100m<sup>2</sup>

Ordnance Survey [c] Crown Copyright 2011. All rights reserved. Licence number 100020449

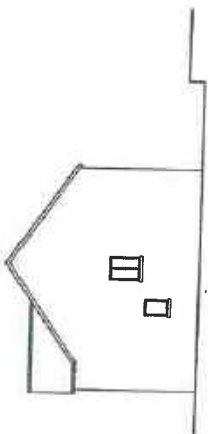
Site plan at scale 1:250

Location plan at scale 1:250

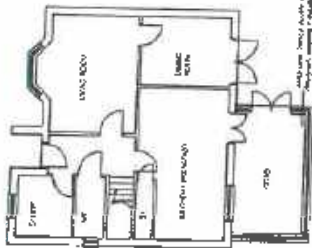




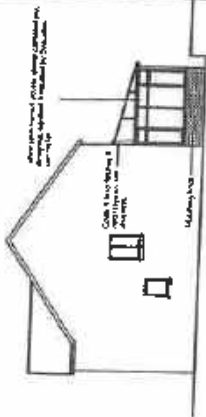
EX. GROUND FLOOR PLAN



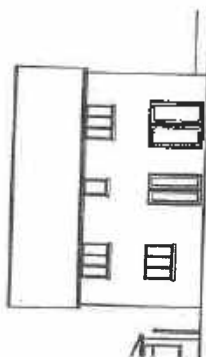
EX. SIDE ELEVATION



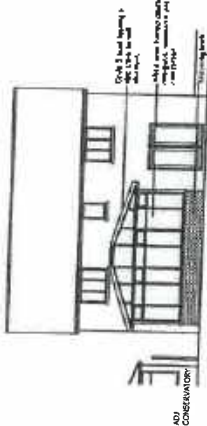
PR. GROUND FLOOR PLAN



PR. SIDE ELEVATION



EX. REAR ELEVATION



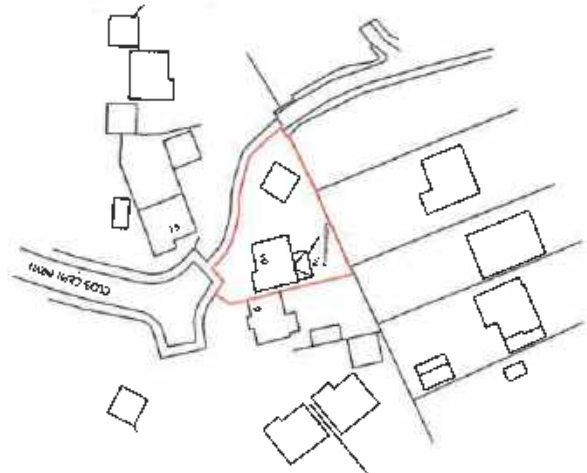
PR. REAR ELEVATION



PR. SIDE ELEVATION



LOCATION PLAN 1:1250



PROPOSED BLOCK PLAN 1:500

PLANNING DRAWINGS DO NOT SCALE

PLAN	PROPOSED REAR CONSERVATION CITY WIND	DATE	DATE
PR	10 CLOS. CLIM. REPR. LUMBER, COX, LUMBER, COX, SA 14 200.	10/10/00	10/10/00
PR	10 CLOS. CLIM. REPR. LUMBER, COX, LUMBER, COX, SA 14 200.	10/10/00	10/10/00

**ADMINISTRATION DEPARTMENT**  
**SCHEDULE OF PAYMENTS**  
**JUNE 2020**

		£
	b/f	248,505.67
1 St. John	BACS returned	-25.00
2 Barclays Bank	charges	19.50
3 Barclaycard		1,456.41
Post office	postage	22.18
DVLA	vehicle tax	267.50
Gower Gin	sanitising equipment	510.00
DIY Spare Parts	machinery repairs	116.64
Amazon	tables, ppe	540.09
4 EE	mobile phones	135.10
5 Fuelgenie	fuel	885.01
6 Dyfed Pension Fund	pension	10,513.26
7 HMRC Cumbernauld	PAYE	10,690.13
8 Prudential	AVCs	1,830.00
9 Contract Natural Gas	gas	141.82
10 Cablestream	landlines	315.97
11 Standard Life	AVCs	30.00
12 Thomas Carroll Management Services Ltd	consultancy services	6,603.42
13 Thompson Commercials Ltd	Master 3T5 tipper truck	25,794.00
14 Carmarthenshire County Council	rates/council tax leaflets	4,028.08
15 Dyfed Pension Fund	pension	121.49
16 Pwll Action Committee	community development grant	1,889.74
17 Aquatreat	legionella control	60.00
18 Allbright Cleaning Services	legionella control	52.00
19 Agrovista UK Ltd	ground materials	3,125.40
20 Dwr Cymru	water rates - Vauxhall Buildings	184.05
21 Gengard Ltd	hedgcutters x 3/chainsaw attachment/ blower/hedgcutter attachment/ strimmers x 3	4,337.77
22 Llanelli Visually Impaired Bowls Club	Chairmans allowance	25.00
23 Menter Cwm Gwendraeth	translation	61.80
24 NetBop Technologies Ltd	accessibility work to website	720.00
25 Pwll Recreation Ground	covid grant	25.00
26 Powercut	servicing/machinery repairs	795.34
27 Screwfix	materials	39.68
28 Plexus Fire & Security	keyholding call out	54.00
29 Topper Wales	PPE	393.59
30 Utilita Energy	electricity	22.32
31 Comcen Computer Supplies	video conferencing system	7,503.60
32 Carmarthenshire County Council	Llanelli Great Places project	750.00
33 Dyfed Pension Fund	pension	121.83
34 J&R Electrical Services Ltd	data points installation	240.00
35 LRC Burial Services	contribution/electricity	22,267.97
36 DWP	DEO	18.48
36 LRC	wages/salaries	31,860.22
37 LRC	Members' allowances	2,948.12
		£ 388,540.77

AVCs Additional Voluntary Contributions  
 CSA Child Support Agency  
 CMS Child Maintenance Service  
 DEO Deduction of Earnings Order  
 DWP Department of Work and Pensions  
 PPE - personal protective clothing

HMRC Her Majesty's Revenue and Customs  
 LJBA Llanelli Joint Burial Authority  
 LRC Llanelli Rural Council  
 PAYE Pay As You Earn  
 SLCC Society of Local Council Clerks  
 VAT value added tax

**ADMINISTRATION DEPARTMENT**  
**SCHEDULE OF PAYMENTS**  
**JULY 2020**

			£
		b/f	388,540.77
1	DVLA	vehicle tax refund	-86.66
	Llanelli Ramblers	BACS refund	-100.00
2	Barclays Bank	charges	19.50
3	Barclaycard		542.31
	Post office	postage	22.18
	DVLA	vehicle tax	267.50
	Gower Gin	sanitising equipment	510.00
	DIY Spare Parts	machinery repairs	116.64
	Amazon	tables, PPE	<u>540.09</u>
4	EE	mobile phones	135.10
5	Fuelgenie	fuel	1,136.00
6	Dyfed Pension Fund	pension	9,421.39
7	HMRC Cumbernauld	PAYE	10,266.02
8	Prudential	AVCs	1,830.00
9	Contract Natural Gas	gas	86.49
10	Cablestream	landlines	318.47
11	Llanelli Rural Council	petty cash	93.56
12	Agrovista UK Ltd	ground materials	119.74
13	Carmarthenshire County Council	rates	2,068.50
14	DCK Beavers	year end financial accounts	3,582.00
15	Konica Minolta	photocopier leases	561.53
16	Llanelli Veterans Association	Chairman's allowance	25.00
17	Menter Cwm Gwendraeth	translation	170.53
18	Pwll Recreation Ground	covid grant	25.00
19	Rotary Club of Llanelli	Chairman's allowance	25.00
20	W T Rees Landscapes	drainage works to football pitch at Dafen Park	5,400.00
21	Utilita Energy	electricity	21.32
22	Dafen Community Hall	insurance grant	237.48
23	Sandy & Stradey Community Hall	insurance grant	140.00
24	Swiss Valley Community Hall	annual grant	400.00
25	ICO	subscription	35.00
26	Pitney Bowes	franking machine lease	217.90
27	Purchase Power	franking machine - postage & consumables	1,118.75
28	Aquatreat	legionella control	60.00
29	Allbright Cleaning Services	legionella control	65.00
30	Autodor	door repairs	144.00
31	Appledesign Ltd	ceiling/light replacement - Swiss Valley Hall	16,000.01
32	Browns Waste Management	waste disposal	339.60
33	B&Q	materials	51.51
	Carmarthenshire County Council	BID contribution	446.88
34	Cynnal Cymru - Sustain Wales	subscription	180.00
35	Carmarthenshire County Council	pension	121.83
36	Claire's Flowers	Chairman's allowance	69.00
37	D M Davies	renewal rainwater system and fascias at Saron Hall	2,710.00
38	The Flyer People	distribution of leaflets/Llwynhendy	231.00
39	LRC Training	salary recharge	1,773.94
40	Loud Applause Productions Ltd	Chairman's allowance	25.00
41	Llanelli League of Hospital Friends	Chairman's allowance	25.00
42	Mike Clarke Printing	leaflets Llwynhendy feasibility	174.00
43	The M J	subscription	140.00
		c/f	448,907.47



			£
		b/f	448,907.47
44	NetBop Technologies	website hosting	282.00
45	Pisys.Net Ltd	broadband/cloud access/laptop, monitor and docking station/ upgrades/maintenance support	6,521.99
46	Powercut	machinery repairs	188.40
47	Plexus Fire & Security	alarm call-out/heat detector	146.40
48	Pembrey Pest Control	wasp treatment	50.00
49	R T Electrics	electrical safety works	7,890.18
50	Screwfix Direct	materials	53.62
51	S&A Stationers Ltd	stationery	343.19
52	Ty Mair Residential Home	Chairman's allowance	25.00
53	Toppers Wales	PPE	1,091.64
54	John Treharne Engineering	welding repairs	102.00
55	Vaughtons	civic regalia	596.12
56	S Wells Building Contractors	gutters/fascias at Dafen Hall roofing works Dafen Chg Rooms soffits at Felinfoel CR Centre	5,220.00
57	Unison	subscription	59.55
58	LRC Training	VAT	5,054.46
59	DWP	DEO	23.10
60	LRC	wages/salaries	36,440.29
61	LRC	Members allowances	5.40
		£	513,000.81

AVCs Additional Voluntary Contributions  
 CSA Child Support Agency  
 CMS Child Maintenance Service  
 DEO Deduction of Earnings Order  
 DWP Department of Work and Pensions  
 PPE - personal protective clothing

HMRC Her Majesty's Revenue and Customs  
 LJA Llanelli Joint Burial Authority  
 LRC Llanelli Rural Council  
 PAYE Pay As You Earn  
 SLCC Society of Local Council Clerks  
 VAT value added tax



**BURIAL SERVICES****ITEM No. 15 (b)****SCHEDULE OF PAYMENTS FOR JUNE 2020**

		<b>b/f cumulative</b>	<b>£14,224.27</b>
			<b>£</b>
1	Barclays	Bank Charges	12.45
2	G J Bowen	Security & Gate Closure	380.00
3	Browns	Refuse	408.24
4	Gengard Ltd	New Machinery	1,171.85
5	Gideon's	Window Cleaning	35.00
6	Konica Minolta	Photocopying Charges	107.87
7	Opus Energy	Electricity	276.12
8	Opus Energy	Gas	0.57
9	Plexus	Security Door Repairs	173.88
10	Snow White Laundries	Laundry	20.80
11	Stradey Patio Centre	Materials	161.10
12	Toppers	Janitorial Supplies	16.48
13	Barclaycard		
	Elvie	Payment to be refunded	458.99
	Home Bargains	Janitorial Supplies	1.99
	Safety Label	Covid-19 Safety Stickers	31.19

**Total: £17,480.80**

Signed \_\_\_\_\_

(Chairman of Committee)

Date \_\_\_\_\_

## BURIAL SERVICES

### SCHEDULE OF PAYMENTS FOR JULY 2020

		b/f cumulative	£17,480.80 £
1	Allbright Cleaning Services	Office Cleaning	128.52
2	B & Q	Materials	15.43
3	Barclays	Bank Charges	14.30
4	G J Bowen	Security & Gate Closure	380.00
5	Browns	Refuse	213.84
6	Clear Skies Software	Annual BACAS Support	1,020.00
7	Gideon's	Window Cleaning	35.00
8	Konica Minolta	Photocopier Lease	121.72
9	Netbop	Website Updates	78.00
10	Opus Energy	Electricity	180.93
11	Opus Energy	Gas	0.57
12	Snow White Laundries	Laundry	20.80
13	Toppers	Janitorial Supplies	75.35
14	Viking Direct	Stationery	78.76
15	Llanelli Rural Council	(salaries, wages, phone charges, year end accounts, materials and PPE )	40,346.47

**Total: £60,190.49**

Signed \_\_\_\_\_

(Chairman of Committee)

Date \_\_\_\_\_

## TRAINING DEPARTMENT

## Schedule of Payments

June 2020

		b/f	254,343.01
1	Barclays	bank charges	6.50
2	Dyfed Pension Fund	pension contributions	8,497.16
3	LRCT	salaries	28,263.64
4	HMRC Cumbernauld	PAYE	8,899.60
5	Prudential	AVC	972.79
6	Learner support costs	allowances and travel expenses	9,850.00
7	O2	remote wi-fi boxes	57.79
8	British Gas	electricity - Carmarthen	31.43
9	O2	mobile phones	188.16
10	British Gas	gas - Carmarthen	85.32
11	Barclaycard		578.22
	DVSA	theory refunds	-60.00
	Currys	mobile - Julie	104.99
	Voxi	phone top ups	20.00
	Zoom	subscription	119.90
	Post Office	stamps	26.60
	E-bay	equipment for assessments	13.90
	Argos	equipment for assessments	48.94
	Evaq8	equipment for assessments	19.10
	Amazon	equipment for assessments	284.79
12	Paul Cremin	ESW tutor	837.50
13	Kelsey Dutton	1-1 youth support	1,021.25
14	Sheree Jonas	1-1 youth support	544.25
15	Melissa Selby	1-1 youth support	875.80
16	Carmarthenshire County Council	council tax	1,297.00
17	Glynis Gower-Davies	IQA	300.00
18	Jo Jones	1-1 youth support	811.05
19	Optimum Performance	assessor	350.00
20	Blyth Harbour Commission	apprenticeship contract	960.00
21	City & Guilds	registrations	1,343.50
22	E K Transport Consultant	assessor	450.00
23	S I Evans & Son	insurance	1,799.88
24	Focus Multimedia	theory registrations	26.40
25	Futureworks	traineeship contract	32,975.66
26	Kickstart 2 Employment	apprenticeship contract	3,673.36
27	CBSA Wales	service charges	183.63
28	Neath Port Talbot College	management fee	6,621.88
29	Ken Nelson	assessor	469.89
30	Veolia	waste services	102.50

Total: 366,417.17

**TRAINING DEPARTMENT**  
**Schedule of Payments**  
**July 2020**

			b/f	366,417.17
1	Barclays	bank charges		6.50
2	Dyfed Pension Fund	pension contributions		8,494.53
3	LRCT	salaries		27,121.26
4	HMRC Cumbernauld	PAYE		8,860.26
5	Prudential	AVC		972.79
6	Learner support costs	allowances and travel expenses		11,705.75
7	O2	remote wi-fi boxes		57.79
8	British Gas	electricity - Carmarthen		43.03
9	O2	mobile phones		260.56
10	British Gas	gas - Carmarthen		25.12
11	Fuel Genie	fuel		45.79
12	Barclaycard			655.96
	Amazon	equipment	425.84	
	Marks & Spencer	PPE	25.00	
	Voxi	mobile phone top ups	30.00	
	Post Office	postage	21.12	
	ACW	registrations	<u>154.00</u>	
13	Carmarthenshire County Council	council tax		1,297.00
14	DCK-Beavers	accountancy fees		1,062.00
15	Kelsey Dutton	1-1 youth support		817.00
16	Sheree Jonas	1-1 youth support		435.40
17	Melissa Selby	1-1 youth support		700.64
18	WJEC	registrations		121.80
19	Blyth Harbour Commission	apprenticeship delivery		1,920.00
20	Cwm Environmental	waste services		280.02
21	Finishing Touches Cleaning	janitorial services		102.00
22	Focus Multimedia	logistics modules		69.60
23	Futureworks	traineeship contract		29,733.50
24	Kickstart 2 Employment	apprenticeship contract		3,673.36
25	Llanelli Rural Council	service charges		9212.69
26	CBSA	service charges		183.63
27	NetBop Technologies	website management		180.00
28	Ken Nelson	assessor		450.00
29	Optimum Performance	assessor		250.00
30	Toppers Wales	PPE		237.92
31	Vcolia	waste services		7.56
32	Paul Cremin	ESW tutor		650.00
		<b>Total:</b>		<b>476,050.63</b>

**Glossary**

ACW - Apprentice Certification Wales	LGV - Large Goods Vehicle
AVC - Additional Voluntary Contributions	NVT - National Vocation Training
CBSA - Centre for Business and Social Action	NVQ - National Vocational Qualification
CITB - Construction Industry Training Board	OCR - Oxford, Cambridge and RSA Examinations Board
CPC - Certificate of Professional Competence (Drivers)	QCF - Qualifications and Credit Framework
DBS - Disclosure and Barring Service	WJEC - Welsh Joint Education Committee
DVLA - Driver and Vehicle Licencing Agency	JAUPT - Joint Approvals Unit for Periodic Training
DVSA - Driver and Vehicle Standards Agency	PAYE - Pay As You Earn
IV - Internal Verifier	PPE - Protective Clothing
WEST - Wales Essential Skills Toolkit	NTFW - National Training Federation Wales
PCV - Passenger Carrying Vehicle	CPC - Certificate of Professional Competence

**Carol Lloyd**

---

**Subject:** FW: [SWYDDOGOL OFFICIAL] Llanelli ACT Event  
**Attachments:** ACT Basic Information.docx

**From:** Phillips Llinos PCSO 8006 **Sent:** Sunday, September 13, 2020 4:00:40 PM  
**To:** Darren Rees  
**Subject:** [SWYDDOGOL OFFICIAL] Llanelli ACT Event

Good afternoon,

Hello,

Llanelli Neighbourhood Policing Team are working alongside the local community of Llanelli in an event called ACT. The Police and Crime Commissioner has given the event a budget of £10,000. We are now looking at local businesses/ organisations who are also willing to add to this pot of money. All the money given / raised will be fed back to the community of Llanelli.

Please find attached a document explaining the event and how it would work.

Regards

Llinos

PCSO 8006 Llanelli Neighbourhood Policing Team/ Tim Plismona Bro Llanelli

**SWYDDOGOL OFFICIAL**



# ACT – Advancing Communities Together

LLANELLI RURAL COMMUNITY COUNCIL	
DATE	14 SEP 2020
FILE REF.	
PASSED TO	ACK / CL

## Our Goal

Our goal is to keep our community safe by reducing antisocial behaviour.

## A better way of spending

Do you ever wonder who decides how money is spent in your community?

Do you think people should have a bigger say in local spending decisions?

ACT puts the decision of where money is spent into the hands of the community.

## Here's How It Works

A pot of money is provided by local public sector bodies and from other sources with links to the Llanelli area.

Community groups and organisations are invited to come up with ideas for how they would use some of this money. All the ideas are shared and everyone has a chance to take part in deciding how it should be spent.

This will be done at an event held in November where different groups explain what they could do with some of the money and everyone has a chance to vote.

Members of the community decide and everyone knows what has been decided.

## Benefits of ACT

ACT encourages people to think carefully about a variety of proposals and to consider the views of others. It demonstrates what other people are doing locally and provides people with the chance to choose projects that they believe will benefit their communities

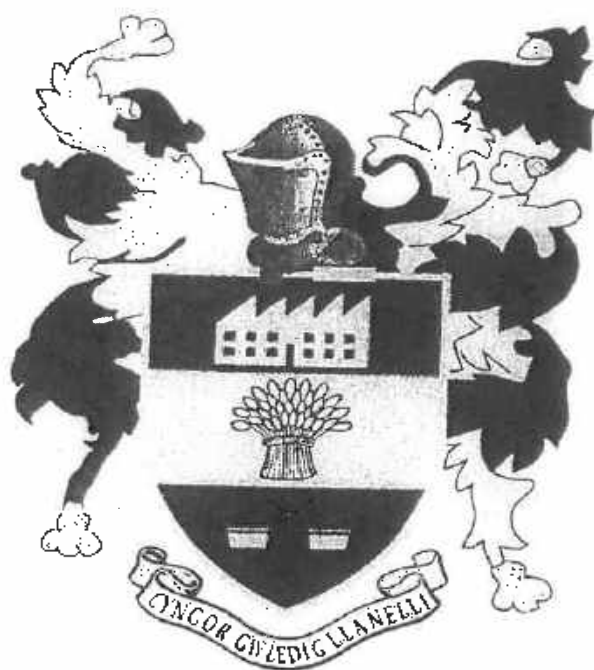
ACT is creative and fun and allows people to interact with their neighbours and communities. It allows local people to feel empowered and creates a space where community groups can support each other with volunteer's equipment and fresh ideas.

Communities can learn new skills in fundraising, financial, decision making and budgeting.

ACT demonstrates the difficulty of choosing between competing priorities with limited resources but empowers individuals to make these choices.

ACT is about sharing responsibility, generating mutual respect within the community and enhancing local democracy.

# LLANELLI RURAL COUNCIL



## MINUTES

***LLANELLI RURAL COUNCIL***

***MINUTES***

***COUNCIL***

*29 July, 2020*

*Page Nos:217 - 232*

.....

***M. Galbraith***  
***Clerk to the Council***

***Vauxhall Buildings***  
***Llanelli***

29 July, 2020

**LLANELLI RURAL COUNCIL**

**Minute Nos: 482 – 496**

At a **COUNCIL** Meeting of the Llanelli Rural Council hosted at the Council Chamber, Vauxhall Buildings, Vauxhall, Llanelli, and via remote attendance on Wednesday, 29 July, 2020, at 2.00 p.m.

**Present:** Cllr. S. L. Davies (Chairman)

**Cllrs.**

S. M. Caiach	H. J. Evans
M. V. Davies	J. P. Hart
T. Devichand	T. J. Jones
S. M. Donoghue	S. N. Lewis
P. M. Edwards	A. J. Rogers
I. G. Wooldridge	

**Absent:** J. S. Randall, E. Simmons

**482. APOLOGIES FOR ABSENCE**

Apologies for absence were received from Cllrs. F. Akhtar, T. M. Donoghue, A. G. Morgan, J. S. Phillips, C. A. Rees and W. V. Thomas.

The Clerk referred to Cllr. J. S. Phillips and her recent non-attendance at meetings. Cllr. Phillips was experiencing on-going personal health issues which prevented her from attending meetings. The Clerk then relayed some information about Cllr. Phillips' circumstances and in view of such, members were asked to consider whether the council would accept her reason for absence to avoid the likelihood of a casual vacancy occurring on the council because of the non-attendance at meetings for a period of six consecutive months. It was Cllr. Phillips' intention to return to her public duties following a successful period of convalescence and it was

**RESOLVED** that Cllr. Phillip's apology and reason for absence be approved.

**483. MEMBERS' DECLARATIONS OF INTEREST**

The following members declared an interest in the following matters:

<i>Minute No.</i>	<i>Councillor</i>	<i>Interest</i>
488	S. L. Davies	Personal interest – member of the Llwynhendy and Pemberton Forum
494	S. L. Davies	Personal interest – member of the Dafen

29 July, 2020

488	T. Devichand	Welfare Management Committee. Personal interest – member of the Llwynhendy and Pemberton Forum
494	T. Devichand	Personal interest – member of the Dafen Welfare Management Committee.
488	J. P. Hart	Personal interest – member of the Llwynhendy and Pemberton Forum and the steering group for the Llwynhendy Hub
494	S. N. Lewis	Personal interest - member of the Dafen Welfare Management Committee.
494	A. J. Rogers	Personal interest - member of the Dafen Welfare Management Committee.

**484. MEETING HOST**

To assist the Chairman in facilitating the general meeting arrangements and because the Chairman was participating remotely, it was

**RESOLVED** that Cllr. H. J. Evans be appointed as a meeting host at Vauxhall Buildings to help alert the Chairman as to when members wished to speak.

**485. CHAIRMAN'S ANNOUNCEMENTS**

The Chairman referred to the recent demise of Mr Chris Needs, Welsh radio broadcaster and also Mr Andrew 'Tommo' Thomas, radio presenter and match day voice at Parc Y Scarlets, Llanelli and conveyed deepest sympathy to both families.

**486. CONFIRMATION OF MINUTES**

**RESOLVED** that the following minutes (copies of which had been previously circulated to members) be confirmed and signed as a true record of proceedings:

Council

24 June, 2020

**487. MATTERS ARISING  
(1) REPRESENTATIVE ON OUTSIDE BODIES  
BRYN PRIMARY SCHOOL**

Further to Minute No. 476, the Clerk informed members that Cllr. S. M. Donoghue's appointment as a community governor for Bryn Primary School was for a period of four years. The appointment was shared with Llangennech Community Council and under normal circumstances the term of appointment would coincide with the ordinary election cycle.

Llangennech Community Council wished to take up the appointment after the May 2022 ordinary elections but under the current parameters this would not be possible unless it was agreed by respective councils and it was



**29 July, 2020**

**RESOLVED** that in the interest of safeguarding the current sharing arrangement Cllr. Donoghue's appointment shall cease following the next ordinary election cycle in May 2022.

## **(2) PURCHASE OF VEHICLE**

Further to Minute No. 479, the Technical and Burial Services Manager informed members that the sale of the Land Rover had been completed at a price of £8025 plus VAT.

**RESOLVED** that the information be noted.

### **488. LLWYNHENDY HUB PROJECT (1) LLWYNHENDY FEASIBILITY STUDY**

*Cllr. S. L. Davies, T. Devichand and J. P. Hart declared a personal interest in the following item as they were members of the Llwynhendy and Pemberton Forum. Cllr. Hart was also a member of the steering group, Llwynhendy Hub.*

Further to Minute No. 233, the Chairman welcomed to the meeting Mr Chris Jones, Consultant, Chris Jones Regeneration Consultancy Ltd, Mr Chris Gentle, Architect, Roberts Limbrick Architects, Rachel Harding and Sian Evans, Invest Local Officers, Building Communities Trust.

Mr Jones thanked members and officers for the work they had done leading up to the feasibility study. Mr Jones then continued to take members through the feasibility study document by explaining the provision of a new community facility by extending the existing library building at Heol Gwili fields Llwynhendy. The building would become a community hub for local people and the field would include a children's play area which also could include enhancements where possible.

The feasibility study captured the scale of the project by:

- Creating a vision, plan and scale drawing for the whole site that included an extension to the current library, car parking, a children's play area and landscaping of the green space.
- Outlining capital costs and likely timescales for each phase.
- The development of a high level business plan that included sources of funding, sustainable income generation and leasing options for a café/coffee shop.
- Providing case studies of community buildings in other areas of Wales of a similar demographic to Llwynhendy.

Discussion then followed whereby members raised questions regarding the upkeep of the building, maintenance of the grounds and also how would the building be kept secure. Following responses to the questions, Mr Jones informed that the building would be designed to have good lighting, fencing and could incorporate cameras if required. Furthermore, the project could take approximately three years to complete and time was of the essence to source grants for funding. Reference was then made to the next steps and the need to firm up intentions over the project and what specific actions needed to be accomplished as part of the preliminary work.

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Thereupon the Chairman thanked Mr Chris Jones, Mr Chris Gentle, Ms Rachel Harding and Ms Sian Evans for attending the meeting and they withdrew from proceedings.

The Clerk then informed members that the immediate next steps would be to apply for detailed land charge searches of the area and that a topographical - ground survey would also be required. Following discussion about the cost for the work and the council having funds available it was

**RESOLVED** that the council's solicitor be instructed to obtain detailed searches and that in parallel, costs be obtained for conducting the necessary topographical survey. Furthermore the results of the detailed searches shall help inform and serve as a precursor to a survey being performed.

## **(2) CHANGING PLACES FACILITIES**

Members considered correspondence from the Secretary, Llanelli Changing Places Campaign Group in respect of the installation of a changing place facility in the Llwynhendy Hub Project.

The Llanelli Changing Places Campaign Group was a group of local residents and local organisations that supported the installation of Changing Places facilities in Llanelli. There was a lack of Changing Places facilities in and around Llanelli which had an impact on families and individuals. When new builds or regeneration projects were being considered, the campaign group encouraged the inclusion of an accessible changing place facility in the plans.

A changing place facility was more than a standard disabled toilet, it could have the following features:

- A centrally placed toilet for carers to assist from either side;
- Space for a wheelchair and two carers
- An adult changing bed
- Hoist facilities

Following discussion, it was

**RESOLVED** that the correspondence be noted and referred to the project steering group for its consideration.

## **489. COMMUNITY DEVELOPMENT GRANT 2020-21**

As a consequence of the coronavirus pandemic, the council was invited to set out its intentions for the application of the grant this year and moreover to consider the subsequent impact on the Community Development Grant budget in 2020/21.

The Clerk informed members that the community development grant application process was due to commence soon whereby organisations would be invited to apply for the council's grant in anticipation of the council making grant awards in October, 2020.

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Previous grant history demonstrated that consistently grants had been allocated to organisations for Christmas fetes and other social gatherings. Due to the Covid-19 situation, the social gathering events would more than likely, not be going ahead in their normal format, if at all, because of the need to observe Welsh Government guidelines in regard to social distancing requirements. In view of this the Clerk enquired what options might be available for the way the grant fund was to be administered.

During the discussion, members agreed that for the health and wellbeing of people in their local wards the council should still support the organisations that would normally apply for a grant to erect a Christmas tree in their local village albeit perhaps by celebrating Christmas in a different manner this year.

In addition members also felt that the grant should focus on other community well-being initiatives such as hanging baskets and floral displays and it was

**RESOLVED** that in administering the grant scheme for 2020/21 the council shall:

1. Provide Christmas trees with lights in communities within its administrative area upon requests being received from communities groups. The council shall also arrange for the erection and removal of the trees and provide insurance cover and shall also take care of other necessary processes involved in the supply and provision of the trees. Requests from the community will be facilitated by letter or email instead of completing the grant application form.
2. Consider applications for hanging baskets or floral displays from community groups and associations and voluntary organisations. Applications for such must be received by completing a grant application form. Forms must be completed and returned along with the supporting paperwork.
3. Any residual money left in the community development grant budget after supporting the initiatives outlined above shall be held over to potentially help fund matters associated with dealing with the impact of the coronavirus pandemic.

#### **490. REPRESENTATIVES ON OUTSIDE BODIES MINOR AUTHORITY REPRESENTATIVES**

Correspondence was received from the Principal School Governor Officer, Carmarthenshire County Council requesting nominations for community governor appointments for Bryn, Halfway, Pontyates, St. Mary's and Ysgol Y Felin Primary Schools.

Following discussion, it was

**RESOLVED** that:

1. Cllr. S. M. Donoghue be nominated to represent the council as a community governor for Bryn Primary School (to which Minute No. 476 refers).
2. Cllr. S. N. Lewis be nominated to represent the council as a community governor for Halfway Primary School.
3. Cllr. T. J. Jones be nominated to represent the council as a community governor for Pontyates Primary School.
4. Cllr. A. J. Rogers be nominated to represent the council as a community governor for St. Mary's Primary School.

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5. Cllr. H. J. Evans be nominated to represent the council as a community governor for Ysgol Y Felin Primary School.

491.

**PLANNING MATTERS**

**(1) PRE APPLICATION PLANNING CONSULTATIONS**

Members received the following pre-application planning consultations that had been received and responded to under the Clerk's scheme of delegated powers and which had been determined following council wide consultation via the weekly bulletin service established to communicate with members during the coronavirus pandemic:

1. The construction of a Police Custody Suite and associated works at land west of Heol Aur, Dafen, Llanelli - via Asbri Planning 6 May, 2020.
2. Proposed Commercial Development (A1, A2, A3, B1, B8 and C1) and Solar Farm at land adjacent to Llanelli Crematorium, Penprys Road, Dafen, Llanelli - via JCR Planning 8 May 2020.
3. Proposed construction of a residential development comprising 13 no. residential dwellings on land at Llwynhendy Road, Llanelli - via Asbri Planning 21 May, 2020
4. Proposed development of 10 no. dwelling houses off Heol Llanelli and Dan y Banc Road, Pontyates, Llanelli - via EB Evansbanks Planning 8 June, 2020.
5. Change of Use of Former Vehicle Showroom and Workshop to Provide D2/A3 Use Former Days Garage, Sandy Road, Llanelli - via Asbri Planning 30 June 2020.
6. Proposed development at Dŵr Cymru Welsh Water Bynea Waste Water Treatment Works, Dyffryn Road, Llanelli - via CoGEO 15 July, 2020.

Members were previously provided with copies of the detailed email responses sent to the respective planning agents in regard to the pre-application consultations as part of the weekly bulletin service.

**RESOLVED** that the information be noted.

**(2) PLANNING APPLICATIONS DETERMINED UNDER THE CLERK'S DELEGATED POWERS**

Members were informed that the Clerk had dealt with the following planning applications under the scheme of delegated powers and which had been determined following council wide consultation via the weekly bulletin service established to communicate with members during the coronavirus pandemic.

29 July, 2020

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Application No.	Location	Development
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**The following applications had been determined under the Clerk's delegated powers from 18 March, 2020 to 1 July, 2020, respectively.**

<b>S/40314</b> <b>(18/03/2020)</b>	Miss T Williams Unit at Former Avon Inflatables Dafen Road	Proposed change of use of former canteen to martial arts centre (D2 use class).
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Recommendation – no objection.

<b>S/40324</b>	Mr A Jones TAD Builders Ltd Unit 5 Temple Works Furnace	Change of use of existing industrial unit from Class D1 to use Class B1/B2/B8.
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Recommendation – no objection provided there was no detrimental impact on the amenity of the surrounding area including the residential properties on Luton Terrace and Stradey Road.

<b>S/40325</b>	T Richard Jones (Betws) Ltd Pennant Quarry Herberdeg Road Pontyates	Non material amendment to S/38652.
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Recommendation – no objection.

<b>S/40345</b>	T Richard Jones (Betws) Ltd Pennant Quarry Herberdeg Road Pontyates	Discharge of condition 20 on S/38652 (Road Traffic Signage Strategy).
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Recommendation – no objection.

<b>S/40355</b>	Mr D Rayson 42 Llys Cilsaig Dafen Llanelli	Proposed rear conservatory extension.
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Recommendation – no objection.

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Application No.	Location	Development
S/40383 (24/3/2020)	Mr D Chapman Land off Meadows of Moreb Pembrey	Proposed agricultural store.

Recommendation – objection unless:

1. The applicant could justify the proposed development was needed to support agricultural need.
2. The development area was subject to a tree preservation order and the application was not supported by a tree survey identifying appropriate safeguards to protect local flora as well as mitigating against any detrimental impact on local biodiversity.

S/40399	Mr H Harries Carmarthenshire County Council Five Roads CP School Heol Hen Five Roads	Variation of condition 21 on S/36685 (Roosting Resource).
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Recommendation – no objection.

S/40400	Mr & Mrs C Howells 1 Y Drim Ponthenri	Demolish outbuilding and erect two storey side extension with single storey rear extension.
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Recommendation – no objection.

S/40401	Mrs S F Morgan Myrtle Hill Five Roads	Rebuilding of storm damaged barn (retrospective).
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Recommendation – no objection.

S/40372 (30/3/2020)	Mr P Smith 22 The Hedgerows Dafen	Proposed garage conversion to living area.
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Recommendation – no objection provided there was no detrimental impact on highway safety.



29 July, 2020

Application No.	Location	Development
S/40414	Mr & Mrs Rogers Land adjacent to 44 Cwmfelin Road Bynea	Outline application for one new dwelling.
Recommendation – no objection provided: 1. The plot did not compromise the amenity space of the existing and proposed dwelling. 2. There was no detrimental impact on highway safety.		
S/40418	Mr M Williams Gorlan Deg Ponthenri	Proposed two storey extension to the side of the property including a full length and partial side balcony to the rear with stair access. First floor open plan living to the rear. Demolition of two small boot rooms at the front of the property.
Recommendation - no objection.		
S/40446 (29/4/2020)	Mr & Mrs Ashman Nantgwyn Farm Fclinfoel	Lawful development certificate for an existing dwelling.
Recommendation that the application be noted.		
S/40453	Mr M Doran Fforest Villa Trostre	Residential flats development – outline.
Recommendation - no objection provided: 1. A land contamination report was produced to the satisfaction of the Local Planning Authority and the County Council Environmental Health Department. 2. The character and appearance of the siting of the flats was not detrimental to the surrounding landscape. 3. There was no detrimental impact on highway safety.		
S/40485	Mr K Newcombe Land opposite 10 & 11 Y Fron Llanelli	Reserved matters to planning permission S/40278 (low energy dwelling – granted 2/04/2020).

Recommendation - no objection provided:  
1. There was no detrimental impact on the amenity and privacy of neighbouring dwellings.  
2. The design of the dwelling did not have an adverse impact on the character and appearance of the surrounding landscape and the local street scene.

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Application No.	Location	Development
S/40500 (6/5/2020)	Ms. P Arundel Carmarthenshire County Council Home Improvement Team 35 Trallwm Road Llanelli	Drop kerb for parking area.

Recommendation – no objection.

S/40505	Oakmont Services Group Ltd. 7 Pwll Road Pwll	Retention of change of use of dwelling house to a residential care facility, with formation of car parking hard standing.
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Recommendation – objection on the following grounds:

1. The council had concerns over the proposal to construct a hardstanding to the rear of the property and which was to be accessed from the lane off Elgin Road. The lane was a private lane serving and belonging to the properties on Elgin Road and not the dwellings on Pwll Road. Moreover, even if permission was granted to access the rear of the property along the lane in the form of an easement, the lane itself was too narrow and unsuitable to be used as a means of safe access on a daily basis, especially when combined with the other traffic movements likely to be experienced at the location.
2. The council also had concerns about the poor visibility when accessing Elgin Road from the lane and the lack of space to adequately create visibility splays at the junction point with Elgin Road. This was considered to be detrimental to highway safety.

S/40526 (13/5/2020)	Mr D Jones T Richard Jones (Betws) Ltd Pennant Quarry Herberdeg Road Pontyates	Discharge of condition 38 on S/38652 (variation of conditions 1 and 8 on S/19824 (request extension of time allowed for extraction of minerals)).
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Recommendation – no objection.

S/40543	Ms K. Morris 3 Stepney Road Pwll	Proposed two storey side extension.
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Recommendation – objection unless the applicant subsequently submitted a flood consequence assessment report demonstrating how the application mitigated against the risk of flooding to the proposed development and other neighbouring dwellings as the site was located in a flood C2 zone.

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Application No.	Location	Development
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S/40560 (20/5/2020)	Mrs A Nobel 10 Cwmbach Road Llanelli	Proposed single storey extension to rear of existing dwelling to provide a conservatory and store.
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Recommendation – no objection.

S/40567	Mr D Harland Land adjacent to Swiss Valley Farm Felinfoel	Proposed agricultural access and track – regularisation of existing.
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Recommendation – no objection provided the access and track was necessary to fulfil agricultural need.

S/40569	Mr P Rodriguez 24 Fronhaul Llanelli	First floor addition to double garage.
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Recommendation – no objection provided:

1. The extension had no detrimental impact on the appearance and character of the dwelling and that of neighbouring dwellings.
2. There was no detrimental impact on the amenity and privacy of neighbouring dwellings.

S/40576	Mr R Cherry 19 Glyncoed Terrace Llanelli	Two storey, part single storey rear extension and garage.
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Recommendation – no objection provided:

1. The combination of the proposed extensions and garage did not have a detrimental impact on the appearance and character of the original dwelling given their scale and design.
2. There was no detrimental impact on the amenity of neighbouring dwellings.
3. The proposed development site was crossed by a public sewer therefore no part of the proposed extension to the dwelling should be permitted within 3 metres either side of the centreline of the public sewer in order to protect the integrity of the public sewer and to avoid any damage.
4. The site was located in an area prone to fluvial flooding and a flood consequences report should be submitted to the satisfaction of the planning authority to mitigate against the potential threat of surface water flooding from the nearby river with flood prevention measures being incorporated into the design.

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Application No.	Location	Development
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S/40581	C Waters 31 Carnhywel Llanelli	A single rear storey extension with roof lantern, bifold doors and window.
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Recommendation – no objection provided there was no detrimental impact on the amenity and privacy of neighbouring dwellings.

S/40585	Mr P Saunders 58 Amanwy Llanelli	Two storey rear extension.
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Recommendation – no objection provided there was no detrimental impact on the amenity and privacy of the neighbouring dwellings.

S/40589	Mr & Mrs, Mr & Miss R & J, S & J Priller, Thomas & Thomas Land adjacent to no. 21 Bargoed Terrace, Ponthenri	Variation of condition no. 1 of S/35571.
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Recommendation – no objection.

S/40601 (27/5/2020)	Mrs Y Cooper 2 St Margaret's Drive Llanelli	Proposed single storey pitched roof ground floor extension to provide utility and shower rooms.
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Recommendation – no objection.

S/40617	Mr S Mathias 6 Lllys Pndderi Llwynhendy	Proposed garage extension and first floor bedroom extension.
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Recommendation – no objection.

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Application No.	Location	Development
S/40634 (3/6/2020)	Mrs J. Gower Land at rear of 61 Pwll Road Pwll Llanelli	Discharge of condition No. 16 (surface water drainage attenuation) of planning permission S/39156, granted 14/11/2019.

Recommendation – no objection provided the proposed attenuation device for the surface water drainage met the requirements of the Local Planning Authority.

S/40635	Mrs C Saunders Land part of Lliedi Fach Farm Sylen Cynheidre Llanelli	Retention of a change of use of stables to a commercial livery, with dressage training facility, together with the temporary stationing of a static caravan for a period of three years (resubmission of application S/39076 refused on 16/06/2019) (retrospective)
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Recommendation – no objection provided:

1. There was no detrimental impact on highway safety in terms of site access/cgress given the proposed commercial nature of operations and moreover consideration should be given to introducing a weight restriction on the access track/unmade road leading to the site.
2. The siting of a static caravan in the open countryside could be fully justified to the satisfaction of the planning authority to support the planned commercial activities and that if planning permission was granted then the planning permission should include a condition whereby the provision of the caravan should not entitle the occupiers to possess permanent residential rights in the future and the caravan's sole purpose should be to support the commercial nature of onsite activities. Once such activities cease the caravan should be removed.
3. The proposed development did not have an adverse impact on the character, setting and appearance of the surrounding countryside.
4. There was no detrimental impact on local biodiversity in the surrounding countryside as a direct result of the development or as a consequence of the influx of visitors.

S/40324 (10/6/2020)	Mr A. Jones TAD Builders Unit 5 Temple Works Furnace	Change of use of existing industrial unit from class D1 to use classes B1/B2/B8.
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Recommendation – objection unless the applicant could address and mitigate local concerns about the detrimental impact on the general amenity of the local area and likely to be created by the proposed change of use but specifically the additional industrial traffic generated at the site as a result of the change of use, the extent of the planned hours of operation during the working day and week, the nature of the type of storage and industrial materials brought to site and having adequate noise and dust suppression measures in place to regulate the type of activities associated with the change of use.

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Application No.	Location	Development
S/40641	Mr P. Oram 5 Clos Cae Felin, Llanelli	Demolition of existing ground floor shed and construction of new lower ground floor structure for storage, with new extension above at ground floor level.
Recommendation – no objection.		
S/40652	Mr S. Garner 14 Victoria Road Ponthenri	Single storey rear extension.
Recommendation – no objection.		
S/40758 (1/7/2020)	Mr S. Stephens Llwyn Hall Erw Las Llwynhendy	Introduce a 9m x 12m marquee and a new modular kitchen and toilet block.
Recommendation – no objection provided there was no detrimental impact on the amenity and privacy of local residents.		
S/40765	Mr P. Davies Land adjacent to 47 Parc Gitto Llanelli	Proposed detached dwelling.
Recommendation – no objection.		
S/40766	Mr T. Parfitt 5 Clos Bryn Haul Llwynhendy	Conversion of existing garage to living space and a utility area. The garage was integrated into the main house structure. A freestanding timber outbuilding was planned between the house and neighbouring property to provide additional storage.

Recommendation – no objection provided:

1. Off road parking could be retained at the property in the interests of highway safety.
2. There was no detrimental impact on the amenity and privacy of neighbouring dwellings.

#### 492. SCHEDULES OF PAYMENTS

Consideration was given to the schedules of payments for the Administration Department, Burial Services and Training Department for February, March, April and May 2020 (copies of which had been previously circulated via the weekly bulletin service) which revealed that



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the expenditure amounted to £126,265.91, £137,536.74, £126,549.20, £121,976.47; £18,072.94, £45,410.26, £8,816.19, £5,408.08; £143,032.34, £133,890.88, £131,061.43 and £123,281.58 respectively.

**RESOLVED** that the reports be noted.

**493. PUBLIC BODIES (ADMISSION TO MEETINGS) ACT, 1960**

**RESOLVED** that in view of the confidential nature of the business to be transacted, the following matters be considered in private and that the power of exclusion of the public under Section 1(2) of the Public Bodies (Admission to Meetings Act, 1960) be exercised.

**494. DAFEN PARK – FOOTBALL PITCH SPECTATOR FENCE**

*Cllrs S. L. Davies, T. Devichand, S. N. Lewis and A. J. Rogers declared a personal interest in the following item as they were committee members of the Dafen Welfare Management Committee.*

Members considered email correspondence from the Secretary, Dafen Welfare AFC in regard to erecting a spectator perimeter fence around the football pitch located at the northern end of the park.

For the 2020-21 football league season, certain ground improvements would need to be met which the football pitch did not comply with at present. A perimeter fence and dugouts would need to be installed.

During discussion, members raised the point that if permission to erect the perimeter fence was granted then members of the general public should still be able to gain access to the football pitch, and it was

**RESOLVED** that:

1. The erection of the perimeter fence be agreed to in principle but provided members of the public can still use the football pitch after the fence was installed and that the design of the fencing will not inhibit the effective provision of the ground maintenance service by the council.
2. Dafen Welfare AFC shall source funding to provide for the supply and ongoing maintenance of the fence and shall retain responsibility for it. To this end, if the fence needs to be removed or replaced for whatsoever reason in the future, the football club will see to this at its own expense.
3. In the event of planning permission being required for the proposed development, the council would be prepared to submit the planning application to Carmarthenshire County Council on the football club's behalf on the understanding the club would fully prepare the application and also pay the required fee.

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**495. WORKED BASED LEARNING PROGRAMME COMMISSION 2020/21**

Members received the report of the Deputy Clerk on the delivery of the apprenticeship programme.

A letter had been received by Skills Academy Wales (SAW) setting out the budget allocation for the apprenticeship contract value of £114.5m for 2020/21. The initial allocation to the training department was £574,000. The allocation reflect a 5% reduction on last year's value due to the predicted economic impact of the coronavirus pandemic which was likely to lead to significant numbers of job losses.

Transport remained within the national priorities whilst the previous cap on the non-priority sectors of Business and Administration and Retail & Customer Service frameworks had been removed.

Programme funding during the Covid-19 period had been based on 'average payments' which had been very favourable. It was expected that there would be some adjustments moving forward to balance funding.

The apprenticeship contract for 2019/20 was £390,000. Despite the 5% reduction the department was able to increase the delivery and therefore the contract value to a very healthy £551,000.

The Welsh Government also confirmed that it would fund at least equal to last year's Traineeship programme for the period 1 August, 2020 to 31 March, 2021.

Members thanked the Training Manager for the department's hard work in securing the favourable contract values for the year ahead particularly at a time of national crisis and it was

**RESOLVED** that the information be noted.

*During discussion of the above, Cllr. A. J. Rogers left the meeting.*

**496. STAFFING MATTERS**

Members considered the report of the Deputy Clerk informing of staffing matters.

**RESOLVED** that the report referenced 07:2020 be accepted.

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The Meeting concluded at 4.05 p.m.

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The afore-mentioned Minutes were declared to be a true record of the proceedings and signed by the Chairman presiding thereat and were, on ?? September, 2020 adopted by the Council.