

**MELBOURN PARISH COUNCIL - MAINTENANCE COMMITTEE**  
(District of South Cambridgeshire)

**A meeting of the Maintenance Committee** held on Thursday 19 October at 09:30  
in the Austen Room, Community Hub, 30 High Street, Melbourn SG8 6DZ

**Present:** Cllrs Travis (Chair), Clark, Alexander, Barnes & Kilmurray

**Absent:**

**In attendance:** Alexandra Coxall and Abigail Williams (Parish Clerks), Steve Pitman (Warden), Maureen Brierley & Les Brierley (RMRG), & Chris Selway (Allotment Association)

**MAINTENANCE COMMITTEE: MINUTES**

*Meeting started 09.30*

**MA057/23 To receive and approve apologies for absence**

None received

**MA058/23 To receive any Declarations of Interest and Dispensations**

None received

**MA059/23 To approve the minutes of the Maintenance Committee Meeting held on 14 September 2023**

It was RESOLVED that the minutes of the Maintenance Committee Meeting held on 14 September 2023 were an accurate record.

Proposed by Cllr Clark, seconded by Cllr Barnes. All in favour.

- a) To discuss comments on minutes from 14 September 2023

None received

**MA060/23 Public Participation: (For up to 15 minutes members of the public may contribute their views and comments and questions to the Maintenance Committee – 3 minutes per item)**

None in attendance

**MA061/23 Finance Matters:**

- a) To consider a finance report on expenditure within the committee's remit.

It was noted

**MA062/23 Conservation Matters:**

- a) To receive the EA Monthly situation report for September 2023

It was noted

- b) To receive a report from River Mel Restoration Group

River Mel Restoration Group updated committee on meetings with Environment Agency and works carried out by Rob Mungoven and the volunteers. It was noted that previously agreed grass cutting by access point is needed. ACTION: Parish Office to find out if the access point can be added to grass cutting contracts.

- c) To consider the planting location of two horse chestnut trees

The front on MVC identified as a possible location for planting. ACTION: Parish Office to contact MVC.

- d) Update from County Cllr Susan van de Ven on the prospective restoration of the Old Pond at Back Lane/High St junction for the purpose of capturing silt runoff

County Cllr Susan van de Ven was unable to attend the meeting, a brief update was received. There may be an opportunity for County funding for the project to reinstate the pond. It was noted that the liability for maintenance costs should be established. Feasibility discussions continue.

- e) To receive any other updates and consider actions

None received

**MA063/23 Allotment Matters:**

- a) To receive any updates and consider actions

Allotment Association confirmed that inspections have taken place and that the majority of the plots are being worked. There are five new tenants. Asbestos collection scheduled for next week. Delivery

of soil improver in August was well used by holders, AJ Grab Hire invoiced MPC for this delivery, which should have been paid for out of the Allotment Grant. ACTION: Parish Office to invoice Allotment Association for the amount.

Skip hire to still be arranged later in the year, to be paid for by the grant.

Plot 46b there are low hanging ash tree branches. ACTION: Parish Office to arrange for a survey of all the trees at the allotments.

*Chris Selway (Allotment Association) left the meeting 09.55*

**MA064/23 Stockbridge Meadows:**

- a) To discuss the application next steps for Nature Reserve status

Full Parish Council gave full support to move forward, meeting to be arranged with Maureen & Les Brierley & Keith Rudge to look over the management plan and calculate costs for year ahead.

Updated maps and images have been identified for use in the application, ready to finalise and send to Natural England for comment.

- b) To receive any other updates and consider actions

It was noted that the wild flower meadow has now been raked over, but will need cutting again. Depth measurements at the possible pond location trench show 10 – 12 inches of water, and it was suggested that options to protect wildlife from getting trapped be put in place. Measurements and observations to continue through the winter period.

It was noted that the dog fouling is a major issue, it was suggested to invest in new, bigger signs, and to push the social media campaign on dog fouling again. ACTION: Parish Office to investigate new signs and update social media channels.

*Maureen Brierley & Les Brierley (RMRG) left the meeting 10.11*

**MA065/23 Governance Matters:**

- a) To receive the weekly inspection reports and consider any necessary actions

It was noted

- b) To consider any updates on vandalism in the Parish

Noted.

Parish office to investigate suitability for a horse chestnut tree at Millenium Copse after suggestion to replace Guides Millenium Copse tree with one of the horse chestnuts that need planting. ACTION: Parish Office to contact Guides to discuss as we should follow their choice of tree type.

ACTION: Parish Office to investigate fire padlocks for the Moor access gates – and potentially other gates around the village.

ACTION: Wardens to make broken sluice valve markers safe.

ACTION: Parish Office to investigate who is maintaining the WonderPass between Melbourn & Meldreth.

- c) To receive any other updates and consider actions

None received

**MA066/23 Cemetery Matters:**

- a) To consider quotations for Saxon Burial memorial

Quotes and requirements considered.

ACTION: Parish Office to obtain updated quotes for buff sandstone, with same lettering and a visual of completed product.

- b) To consider options for cycle parking at New Road Cemetery

Options noted.

ACTION: Office to obtain quotes for installation of 4 soft ground hoops on grass area indicated.

- c) To receive any other updates and consider actions

It was noted that parking at the gate of New Road Cemetery is still an issue. ACTION: Cllrs and Office to investigate solutions.

**MA067/23 Village Maintenance Matters:**

- a) To consider clarified quotation for Worcester Way tree line works  
It was RESOLVED to recommend the full tree line quote be accepted by full council.  
Proposed by Cllr Kilmurray, seconded by Cllr Clark. All in favour.
- b) To receive an update regarding the fencing works between Worcester Way and the private farm land  
Awaiting confirmation from County Farms as to next steps.  
ACTION: Wardens to make the fence safe
- c) To consider quotations for cutting the Bowls Club hedge  
It was RESOLVED to accept the quote from Greenland  
Proposed by Cllr Barnes, seconded by Cllr Alexander. All in Favour.
- d) To consider updates to bin proposal  
It was RESOLVED to accept the bin replacement proposal. ACTION: Office to confirm bin type via email to Cllrs.  
Proposed by Cllr Clark, seconded by Cllr Kilmurray. All in Favour.
- e) To consider quotations for safety improvements to Clear Crescent play park, following ROSPA report  
Quotes were received from Wicksteed. One for parts, one for parts & labour and a further quote for the eco tumble matting.  
ACTION: Parish office to obtain further quotes for the eco tumble matting.  
It was RESOLVED to recommend approval of parts & labour quote from Wicksteed by full council.  
Proposed by Cllr Kilmurray, seconded by Cllr Alexander. All in favour.
- f) To receive an update and consider a watering plan for planting trees along Cambridge Road  
Deferred
- g) To consider offer of removal of rocks from Clear Crescent play park  
Relocation considered. Further thought required. ACTION: Office to contact Shires to discuss
- h) To receive update on the street lighting along the access road to The Moor car park  
It was noted that switches are being investigated by the Wardens. ACTION: It was noted that a flood light attached to Little Hands was strobing – investigate.
- i) To consider actions from road inspections report  
It was noted  
ACTION: Office to reinstate letter for residents that can be delivered by Wardens as and when needed.
- j) To receive any other updates and consider actions  
None received

**MA068/23 Pavilion Matters:**

- a) To consider actions from the legionella report from 4i Water  
Deferred – ACTION: Parish office to obtain quotes for suggested works
- b) To receive any other updaters and consider actions  
It was noted that the porch lights are continually on. ACTION: Parish office to obtain quotes for the sensor controlling the lights to be moved.

**MA069/23 Little Hands Matters:**

- a) Update on RAAC inspection at Little Hands  
Unable to contact Little Hands to carry out inspection ACTION: Cllr Clark to speak directly to Little Hands.
- b) To receive any updates and consider actions  
None received

**MA070/23 Policies and Risk Assessments**

- a) To consider impact of new fire safety guidance in force from 1<sup>st</sup> October on Parish buildings  
It was noted
- b) To consider any updates and consider actions  
None received

**MA071/23 Skate Park Working Party (SPWP)**

- a) To receive any updates and consider actions  
Resident wants to join the SPWP, which will reconvene in the new year.

**MA072/23 Outstanding Maintenance Issues:** To consider the status of the job spreadsheet  
It was noted

**MA073/23 New Maintenance Issues:** To consider Maintenance issues arising since last meeting

- a) To consider the purchase of equipment for Wardens  
Deferred – ACTION: Parish Office to put equipment list together

**MA074/23 To note date of next meeting:** Thursday 23 November 2023

The date of the next meeting was noted as Thursday 23 November 2023.

*Meeting closed at 11.25*



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**Present:** Cllrs Travis (Chair), Alexander, Barnes

**Absent:**

**In attendance:** Alexandra Coxall and Abigail Williams (Parish Clerks), Steve Pitman (Warden), Maureen Brierley & Les Brierley (RMRG)

**MAINTENANCE COMMITTEE: MINUTES**

*Meeting started 09.30*

**MA039/23 To receive and approve apologies for absence**

Apologies received from Cllrs Clark & Kilmurray. Acceptable reasons were given.  
It was RESOLVED to accept apologies from Cllrs Clark & Kilmurray.  
Proposed by Cllr Barnes, seconded by Cllr Alexander. All in favour.

**MA040/23 To receive any Declarations of Interest and Dispensations**

None received.

**MA041/23 To approve the minutes of the Maintenance Committee Meeting held on 17 August 2023**

It was RESOLVED that the minutes of the Maintenance Committee Meeting held on 17 August 2023 were an accurate record.

Proposed by Cllr Barnes, seconded by Cllr Alexander. All in favour.

a) To discuss comments on minutes from 17 August 2023

Cllr Travis noted correspondence re the minutes from the Maintenance Committee Meeting held on 17 August 2023 from another Cllr. Comments were responded to via return email as recorded in the supporting documents.

**MA042/23 Public Participation: (For up to 15 minutes members of the public may contribute their views and comments and questions to the Maintenance Committee – 3 minutes per item)**

None in attendance.

**MA043/23 Finance Matters:**

a) To consider a finance report on expenditure within the committee's remit.

It was noted.

**MA044/23 Conservation Matters:**

a) To receive the EA Monthly situation report for August 2023

It was noted.

b) To receive a report from River Mel Restoration Group

River Mel Restoration Group updated committee on upcoming meetings with the Environment Agency and Rob Mungovan and confirmed the upcoming working party.  
Note was taken about the area of the river near the Shene Mill and will be added to discussions with the Environment Agency.

c) To receive any other updates and consider actions

Note was taken about the brook near Moat Lane / Science Park being stagnant. ACTION – office to contact land owners to discuss concerns.

**MA045/23 Allotment Matters:**

a) To receive any updates and consider actions

Allotment Association sent their apologies for the meeting. Clerk confirmed inspections had been carried out and the office were working towards reallocating vacant plots.

**MA046/23 Stockbridge Meadows:**

a) To receive an update on the progress of the management plan

Progress was noted and action was agreed to present the report to Full Council with a recommendation to support the future costs of putting in place and sustaining the area as a legal

Nature Reserve. It was noted that new signage will be required at Stockbridge Meadows. ACTION – Office to provide content for inclusion in the report and look at options for signage when appropriate.

- b) To consider proposed location of storage container.

It was noted. ACTION - Parish Office to obtain full quotes for storage unit at suggested location.

- c) To receive any other updates and consider actions

It was noted that water for the newt project is still being monitored.

River Mel Restoration Group are hosting a rake of the wildflower meadow on 6<sup>th</sup> October with assistance from two volunteer support groups.

#### **MA047/23 Governance Matters:**

- a) To receive the weekly inspection reports and consider any necessary actions

The reports were noted.

- b) To consider any updates on vandalism in the Parish

No new reports of vandalism were reported.

- c) To receive any other updates and consider actions

None received.

#### **MA048/23 Cemetery Matters:**

- a) To consider quotes to replace the dead lavender and Hebe shrubs in New Road

Deferred.

- b) To consider quotes for Saxon Burial memorial

Parish office to obtain new quotes for a ground mounted wedge tablet, in a stone (not shiny) material with engraved lettering.

- c) To receive any other updates and consider actions

None received.

#### **MA049/23 Village Maintenance Matters:**

- a) To note any updates on the actions from the ROSPA reports

Deferred.

- b) To consider actions and implications of potential Reinforced Autoclaved Aerated Concrete (RAAC) use in Parish buildings

Please see <https://www.local.gov.uk/topics/housing-and-planning/information-reinforced-autoclaved-aerated-concrete-raac> for information on RAAC

Noted only building of concern would be Little Hands. ACTION – office to work with Little Hands and engage an engineer to inspect the building.

- c) To consider clarification of works of the quotation to cut back to trees along the Worcester Way fence boundary

Deferred. ACTION – request quote to tackle full run of Worcester Way boundary.

- d) To receive an update regarding the fencing works between Worcester Way and the private farm land

ACTION – office to continue to attempt to contact County Farms to work with them for a solution. Wardens to look at making the current vandalised fence safe.

- e) To consider quotations to repair the notice boards

Quotes were received from two suppliers that were capable of the work.

It was RESOLVED to accept the quote to refurbish the Parish noticeboards from Munby for £1210.00+VAT. This quote covers all boards and will be executed by taking each board out of action in turn for refurbishment.

Proposed by Cllr Alexander, seconded by Cllr Barnes. All in favour.

- f) To consider updates to bin proposal

Deferred.

- g) To consider quotations for access matting to be used at War Memorial and across the Parish

It was RESOLVED to accept the proposal to spend up to £600 on access matting to be used across the Parish. Office to decide most cost-effective supplier at time of ordering.

Proposed by Cllr Barnes, seconded by Cllr Alexander. All in favour.

- h) To consider quotations to cut Bowls Club hedge

Deferred.

- i) To consider request to carry out works to Bowls Club boundary fence

It was RESOLVED to accept the request to carry out fence works at the Bowls Club, with the Parish Council covering the costs of materials (approx. £150.00) after the offer to carry out works by a volunteer.

Proposed by Cllr Alexander, seconded by Cllr Barnes. All in favour.

- j) To discuss current weedkilling policy from the County Council

Correspondence to the office was noted and discussed. The County Council has discontinued weed-killing services on roads/footways on a trial basis and are requesting feedback on the impact. There are some areas where the resulting weed impact has been bad enough to require strimming maintenance by the Wardens. Weed-killer is not in use by the Parish Council and there are no plans to further mitigate this policy change by County, although there has been a noticeable deterioration of the street scene.

- k) To receive any other updates and consider actions

None received.

#### MA050/23 Pavilion Matters:

- a) To consider actions from the legionella report from 4i Water

Deferred.

- b) To receive any other updaters and consider actions

Clerk informed about unusually high meter reading for electricity. ACTION – office to investigate.

#### MA051/23 Little Hands Matters:

- a) To consider options for work to improve car park for recommendation to full council

Deferred.

- b) To receive any updates and consider actions

Noted that drainage works are now complete and seem to be working well.

#### MA052/23 Policies and Risk Assessments

- a) To consider any updates and consider actions

None received.

#### MA053/23 Skate Park Working Party (SPWP)

- a) To receive any updates and consider actions

None received.

#### MA054/23 Outstanding Maintenance Issues: To consider the status of the job spreadsheet

Actions were reviewed and noted.

Location	Reported by	Notes	Actions	WHO?
Norgetts lane	Resident	Bench along Norgetts need repairing.	SM to obtain quote from contractor. Contract wardens have inspected and have indicated they can repair. Quotes available. Further investigations required - deferred. Being consider for inclusion in the 2023/24 maintenance budget. Office to obtain quotes.	SM
Bowls club hedge	Wardens	Conifer needs cutting back	Obtain quotes - awaiting approval	SM
The moor	wardens	Sign faded. New sign needed (12 and under).	Obtain quotes - ROSPA report states new guidelines.	SM
Worcester Way	Resident	Branches over hanging residents garden.	Discussed 20/04/23 - obtaining quotes - awaiting approval	Wardens
Various	Wardens	Orchard, verge opposite sheeps row, and grass near telephone box requires cutting.	SM to inform contractor. Meeting to be arranged to discuss problem areas	Contractor
All roads	All	Councillors to inspect roads for potholes.	Creation of map to identify the worst areas. ONGOING	ALL
Tree - Cedar Close	Resident	Tree in need of cut. leaving sticky residue on paths etc.	ATC to obtain quotes for pruning - along with advice as to when best to cut.	ATC

Details of work required	Reported by	Notes	Actions	WHO?
Back Lane	Resident	Report that trees along Back Lane require cutting back. Office has reported to Highways with photo.	Parish Office to follow up. Highways have scheduled the work to be carried out soon.	Highways
Back Lane	SAH	Road sign at the bottom of Back Lane is very poor condition. SAH has reported to SCDC. Warden carried out some repair works, but awaiting action from SCDC	Update: sign now demolished, reported again to Highways 24/05/23 Re-reported 13/07/23 as sign missing.	SCDC
Damaged footpath sign, end of the Moor	Litterpicker	Footpath sign for path under the A10 damaged. SM to report to highways.	CCC confirm sign to be replaced 2023/24. Monitor.	SCDC
Bottom of The Moor (High Street end)	Resident	Damaged signs. Lamp post damaged. MVC sign to be replaced. Office to report to Highways. Library sign to be relocated to High Street. Office to seek permission. Signs on the corner of The Moor replaced. Awaiting information regarding relocation of library sign.	Action Clerk to chase - Highways confirmed replace of Library sign on lampost outside of Hub and possible alternative locations on A10 etc.	CCC
Station Road	Resident	Damage to barrier on corner of Station Road. Highways advised this should be reported to the EA.	Reported to EA.	EA
Palmer's way	resident	Damaged sign on Palmer's way. Wardens to identify location, take photo and office to report.	Reported to SCDC with photo.	SCDC

**MA055/23 New Maintenance Issues:** To consider Maintenance issues arising since last meeting  
None received.

**MA056/23 To note date of next meeting:** Thursday 19 October 2023  
The date of the next meeting was noted as Thursday 19 October 2023.

*Meeting closed 11.04*

DRAFT

Melbourn Parish Council  
Maintenance Expenditure Tracking 2023/24  
(Actuals based on paid invoices)

EDGE Code	Budget 2023/24	Actual to date (30/09/23)	Committed	Balance	Notes
	£	£	£	£	
	<u>Budgeted expenditure (included in Precept)</u>				
	<u>Conservation:</u>				
1000	Allotments - water (2 meters)	850		850	
1000	Allotments - plot clearance/maintenance	400	302	98	Compost
1000	Allotments - Hedge Cutting	600	320	280	
1000	Allotments - unplanned e.g. asbestos removal	1,300		1,300	
1100	Conservation - Christmas tree and plants for tubs	400		400	
1100	Conservation - tree survey & Tree works	6,160		6,160	
1100	Conservation - emergency tree works	3,300	380	2,920	
1100	Conservation - tree planting	2,350	22	2,328	
1100	Conservation - unplanned	1,000	1,891	(891)	Fencing at 32 Worcester Way & graffiti removal from stone bus plaque at bus shelter, Tidy Pathway Greenbanks
1150	Stockbridge Meadows - path cutting and rolling	300	160	140	Cutting orchard at Stockbridge
1150	Stockbridge Meadows - Pond testing	500		500	
1150	Stockbridge Meadows - unplanned	500		500	
		17,660	3,075	-	14,585
	<u>Cemeteries</u>				
2000/1	Orchard Road - electricity	200	46	9	145
2000/1	Orchard Road - water	100		51	49
2000/1	Orchard Road Lychgate - recoat main walls (£835) and gates (£415)	1,000			1,000
2000/1	Orchard Road - Electrical Testing	170			170
2000/1	Orchard Road - unplanned (eg path cleaning)	425	235		190
2000/2	New Road - water	135	45		90
2000/2	New Road - tree & hedge work, soil store, path edging	990			990
2000/2	New Road - unplanned	500			500
		3,520	326	60	3,134
	<u>Play Areas, Recreation Grounds &amp; Pavilion</u>				
3000	Playground - ROSPA	300	231		69
3000	Playground - play area maintenance, equipment repair/renewals	1,500			1,500
3000	Playground - tree work/edging	800			800
3000	Playground - unplanned	250			250
3200	Recreation Ground - electricity	250	149	(178)	280
3200	Recreation Ground - pest treatment	500			500
3200	Recreation Ground - unplanned	2,500	720		1,780
					Vertridrain Rec
3400	Pavilion - cleaning	1,100	458		642
3400	Pavilion - electricity	2,400	890		1,510
3400	Pavilion - water	100			100
3400	Pavilion - maintenance (sanitary disposal, septic tank, cleaning materials)	1,050	696		354
3400	Pavilion - drain clean	300			300
3400	Pavilion - legionella assessment	330	355		(25)
3400	Pavilion - maintenance (PAT testing, boiler service, fire alarm service, security alarm)	705			705
3400	Pavilion - unplanned repairs & renewals	1,000	1,035		(35)
		13,085	4,534	(178)	8,729
	<u>Finance &amp; General Purpose</u>				
4300/2	Wardens' materials (mower fuel, spare parts, materials)	680	733	12	(65)
4300/3	Wardens' equipment	500	62	44	394
4300/4	Parish Van expenses (insurance, MOT, road tax, repairs and fuel)	1,450	1,120	92	239
4900	Parish Clock - service	200			200
4900	Parish Clock - repairs	215			215
5000/9	Litter picking & warden cover	6,300	1,436	188	4,677
7100	Car park workshop - water	205	102	4	99
7100	Car park workshop - electricity	2,700	446	(81)	2,334
7100	Car park workshop - PAT testing	30			30

Melbourn Parish Council  
Maintenance Expenditure Tracking 2023/24  
(Actuals based on paid invoices)

EDGE Code		Budget 2023/24	Actual to date (30/09/23)	Committed	Balance	Notes
	<u>Budgeted expenditure (included in Precept)</u>	£	£	£	£	
7100	Car park - unplanned	515			515	
7200	Fire Engine House - Roof repairs	400			400	
		13,195	3,899	259	9,037	
	<u>Rental Property</u>					
9000	Rental Property - Littlehands annual drain cleaning	500			500	
9000	Rental Property - Legionella testing Roof inspection	550			550	
9000	Rental Property - unplanned	500	225		275	Jetting of Drains
9000	Rental Property - projects (drain works in carpark)	5,000			5,000	
		6,550	225	-	6,325	
	Total Maintenance (excluding grounds maintenance contracts)	54,010	12,059	140	41,811	

Melbourn Parish Council  
Maintenance Expenditure Tracking 2023/24  
(Actuals based on paid invoices)

EDGE Code		Budget 2023/24	Actual to date (30/09/23)	Committed	Balance	Notes
	<u>Budgeted expenditure (included in Precept)</u>	£	£	£	£	
	<b>Grounds Maintenance Contracts</b>					
1200	Grass cutting contract - verges/Hub etc (£622.50 x 12)	7,470	3,113	623	3,735	
1200	Grass cutting contract - extra cuts x 2	1,200			1,200	
1300	Public Open Space - maintenance (£460 per month)	5,520	2,300	460	2,760	
1300	Public Open Space - additional work (leaf/hedge works etc)	900			900	
2100	Cemeteries (£405.83 x 12) + £1,000 for extra hedge work in new contract	4,870	2,029	406	2,435	
2100	Cemeteries - extra cuts (£360 x 2)	720			720	
3200	Recreation Grounds (£755 per month)	9,060	3,775	755	4,530	
3200	Recreation Grounds - extra cuts (£130 x 2)	260			260	
		<b>30,000</b>	<b>11,217</b>	<b>2,243</b>	<b>16,540</b>	



# Monthly water situation report: East Anglia

## 1 Summary - September 2023

There was a heatwave in early September, with the highest temperatures of the year in East Anglia being recorded during the month. Fortunately those conditions did not coincide with peak water need for crops, and irrigation demand was not particularly high. During the second half of the month, high pressure gave way to the low pressure systems coming in from the Atlantic that are more typical of autumn. The flows recorded during the month held up reasonably well during the heatwave and showed some responses to heavy rainfall later in the month.

### 1.1 Rainfall

There was a marked gradient in September rainfall across East Anglia, with wetter conditions in the west and drier conditions in the east. The Essex coast was particularly dry. The track of the three weather fronts that brought most of the month's rainfall on the 12, 17-18 and 20 September just happened to favour the west of East Anglia. Twelve-month rainfall accumulations across the area now exclude the drought rainfall deficits of 2022, and have been average or above average in all reporting catchments.

### 1.2 Soil moisture deficit and recharge

The soil moisture deficit declined in response to the heavy rainfall during the second half of the month. In Essex where rainfall totals were lower the response was less marked. But in general across East Anglia the soils have normal moisture deficits with no indications for a particularly early or late start to the recharge season.

### 1.3 River flows

Flows generally receded during the first half of the month with low rainfall totals and high riparian demand for September during the heatwave. The heavy rainfall that followed in most catchments during the second half of the month gave marked runoff events in catchments with significant urban areas. Even where flows did not show significant runoff responses, the rainfall, combined with lower temperatures, led to flows stabilising in all catchments towards the end of the month.

### 1.4 Groundwater levels

Groundwater levels are generally receding, as expected at this time of year. The boreholes used as indicators in this report are generally showing normal or below normal groundwater levels across Norfolk, and normal or above normal levels across the rest of East Anglia.



## 1.5 Reservoir stocks

Reservoir storage is normal for the time of year across all reservoirs. There are no particular concerns with the hydrological situation in any of the catchments used to fill each reservoir.

## 1.6 Environmental impact

At the end of September, most of the Area was in recovering status for drought. The heatwave conditions during September did not cause widespread environmental incidents. Hot and dry weather did not coincide with the main irrigation season, and irrigation demand was unlikely to be high as a result. The Agency continued to pump water from the Ely Ouse to Essex for the benefit of public water supply in Essex, and to support various streams in the Lodes, Granta and Rhee catchments.

## 1.7 Forward look

### 1.7.1 Probabilistic ensemble projections for river flows at key sites

There is nothing of note in the projections for river flows during the coming year.

### 1.7.2 Probabilistic ensemble projections for groundwater levels in key aquifers

With the current conditions used as the starting point for the groundwater level projections, there is a slightly enhanced probability of normal levels being recorded next spring and summer. There is no signal for particularly high or low groundwater levels at this stage.

**Author: Hydrology & Operations Team, [ANG-Hydrology@environment-agency.gov.uk](mailto:ANG-Hydrology@environment-agency.gov.uk)**

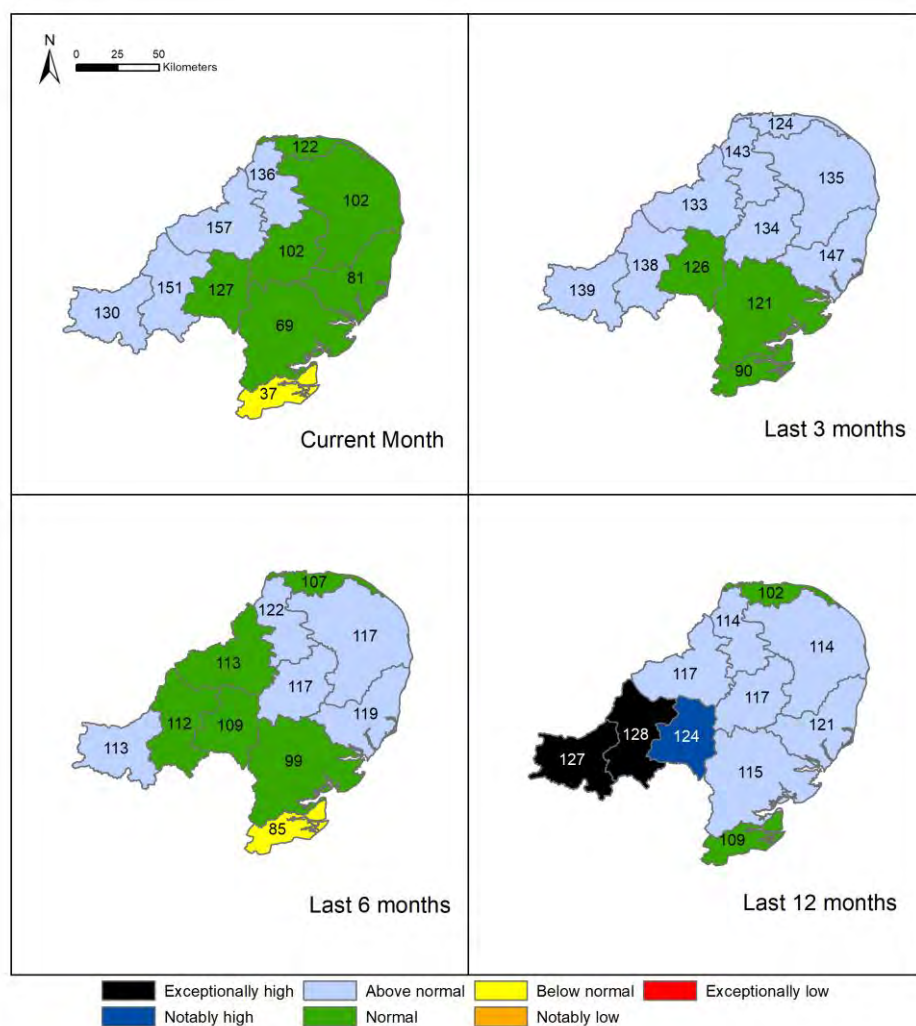
All data are provisional and may be subject to revision. The views expressed in this document are not necessarily those of the Environment Agency. Its officers, servants or agents accept no liability for any loss or damage arising from the interpretation or use of the information, or reliance upon views contained in this report.

Contact Details: 03708 506 506

## 2 Rainfall

### 2.1 Rainfall map

Figure 2.1: Total rainfall for hydrological areas across East Anglia, expressed as a percentage of long term average rainfall for the current month (up to 30 September 2023), the last 3 months, the last 6 months, and the last 12 months. Category classes are based on an analysis of respective historic totals. Table available in the appendices with detailed information.

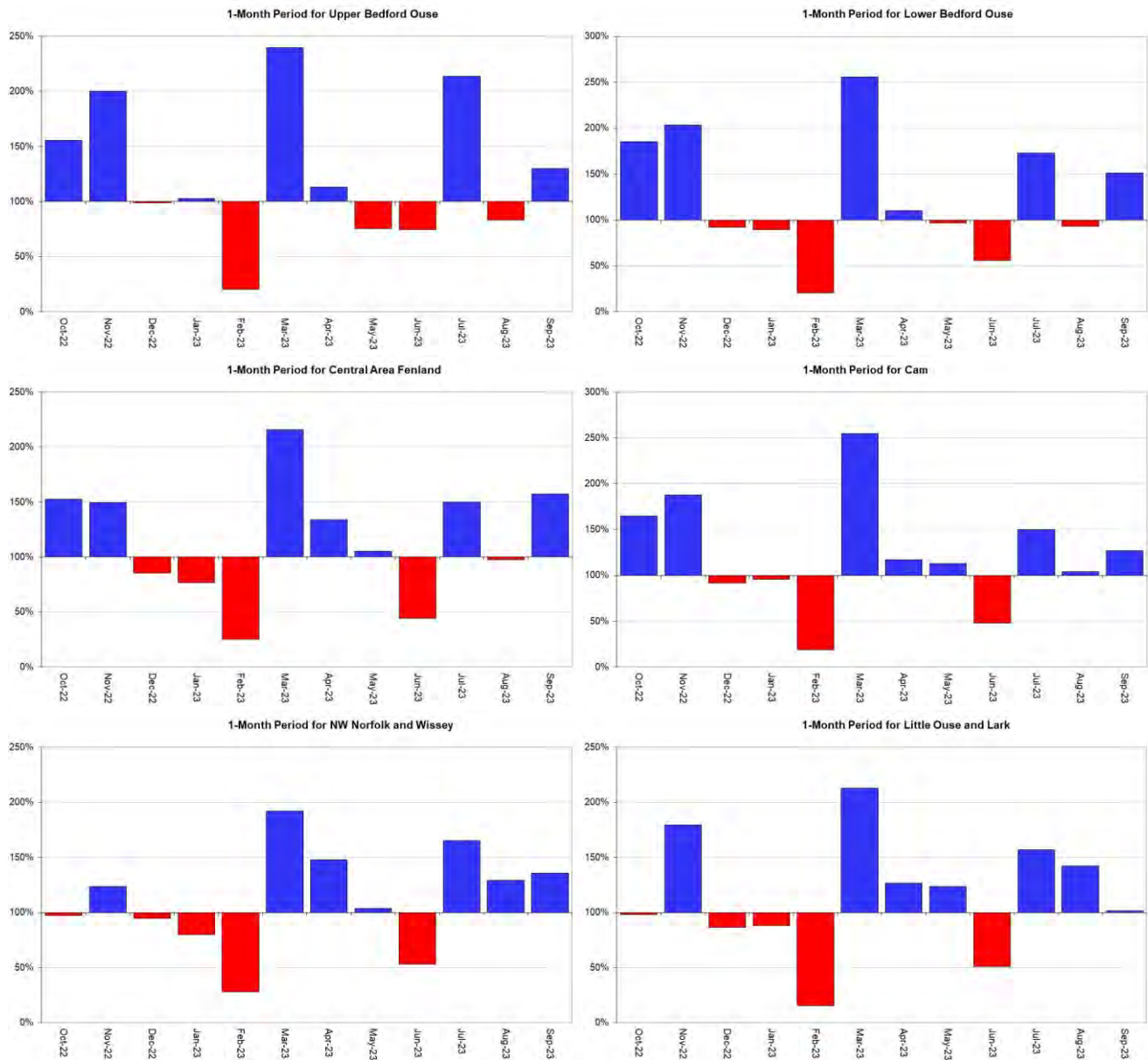


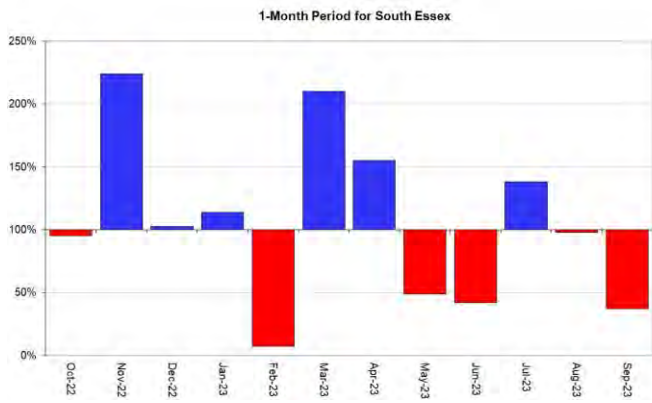
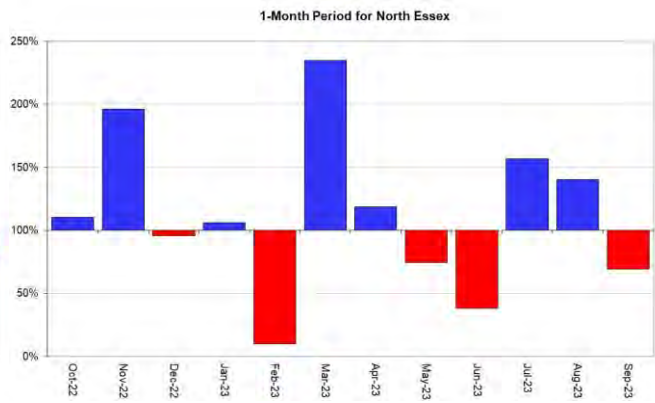
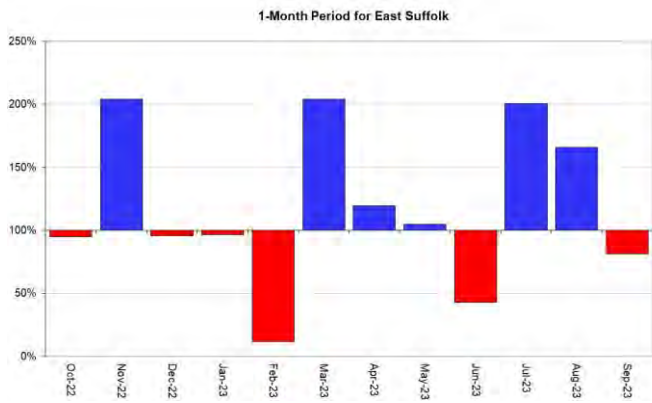
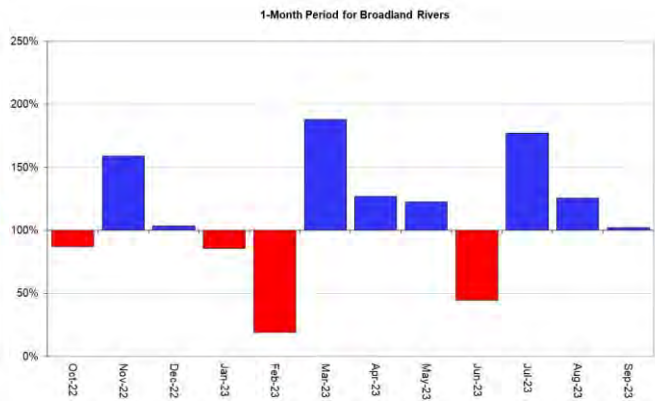
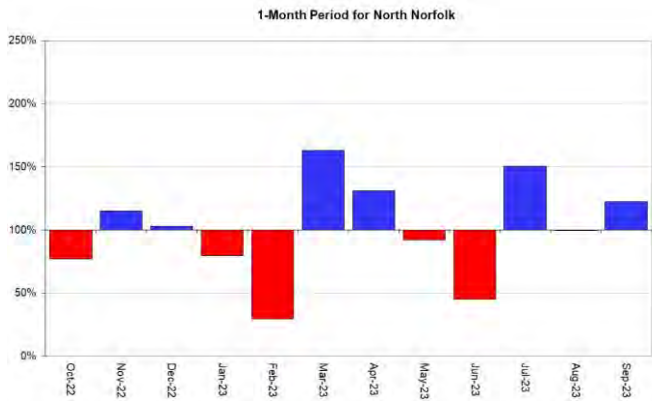
HadUK data based on the Met Office 1km gridded rainfall dataset derived from rain gauges (Source: Met Office. Crown copyright, 2023). Provisional data based on Environment Agency 1km gridded rainfall dataset derived from Environment Agency intensity rain gauges. Crown copyright. All rights reserved. Environment Agency, 100024198, 2023.

## 2.2 Rainfall charts

Figure 2.2: Monthly rainfall totals for the past 12 months as a percentage of the 1961 to 1990 long term average for each region and for England.

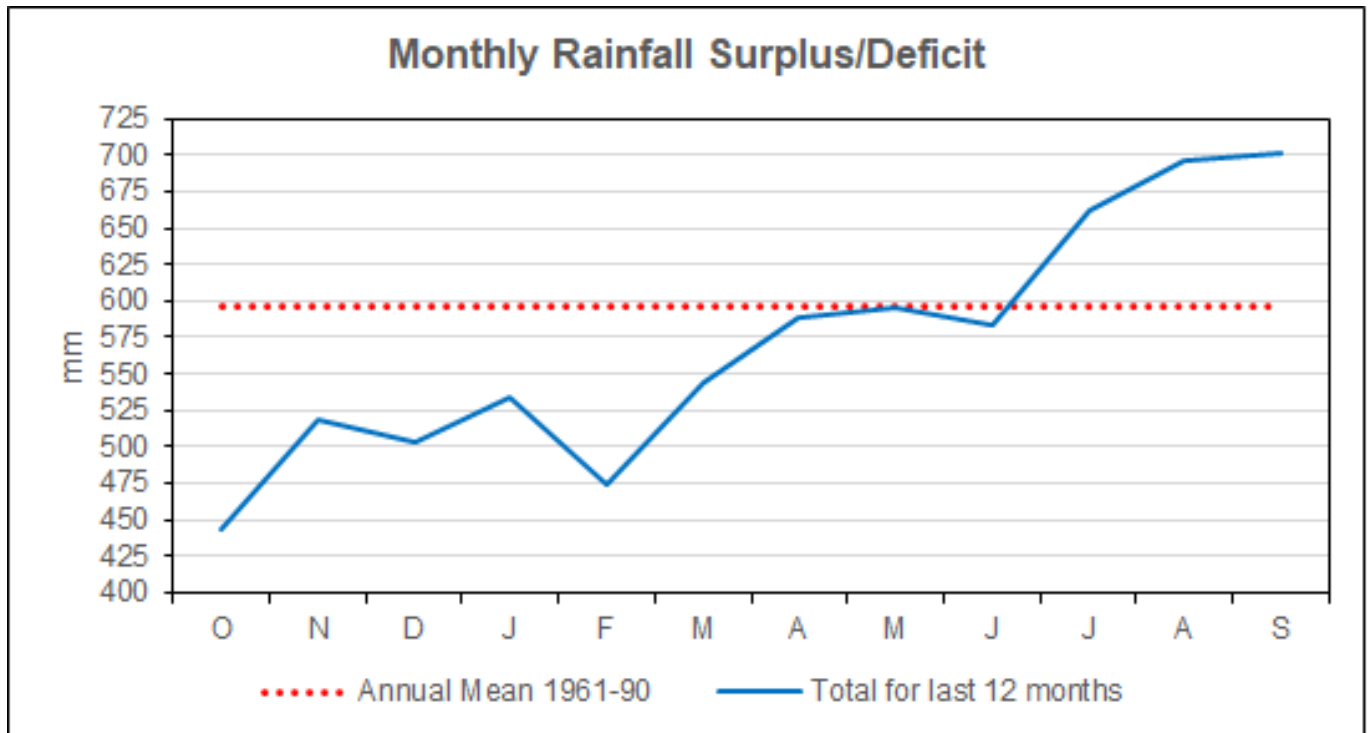
■ Above average rainfall      ■ Below average rainfall





HadUK rainfall data. (Source: Met Office. Crown copyright, 2023).

### 2.3 Monthly rainfall surplus deficit chart

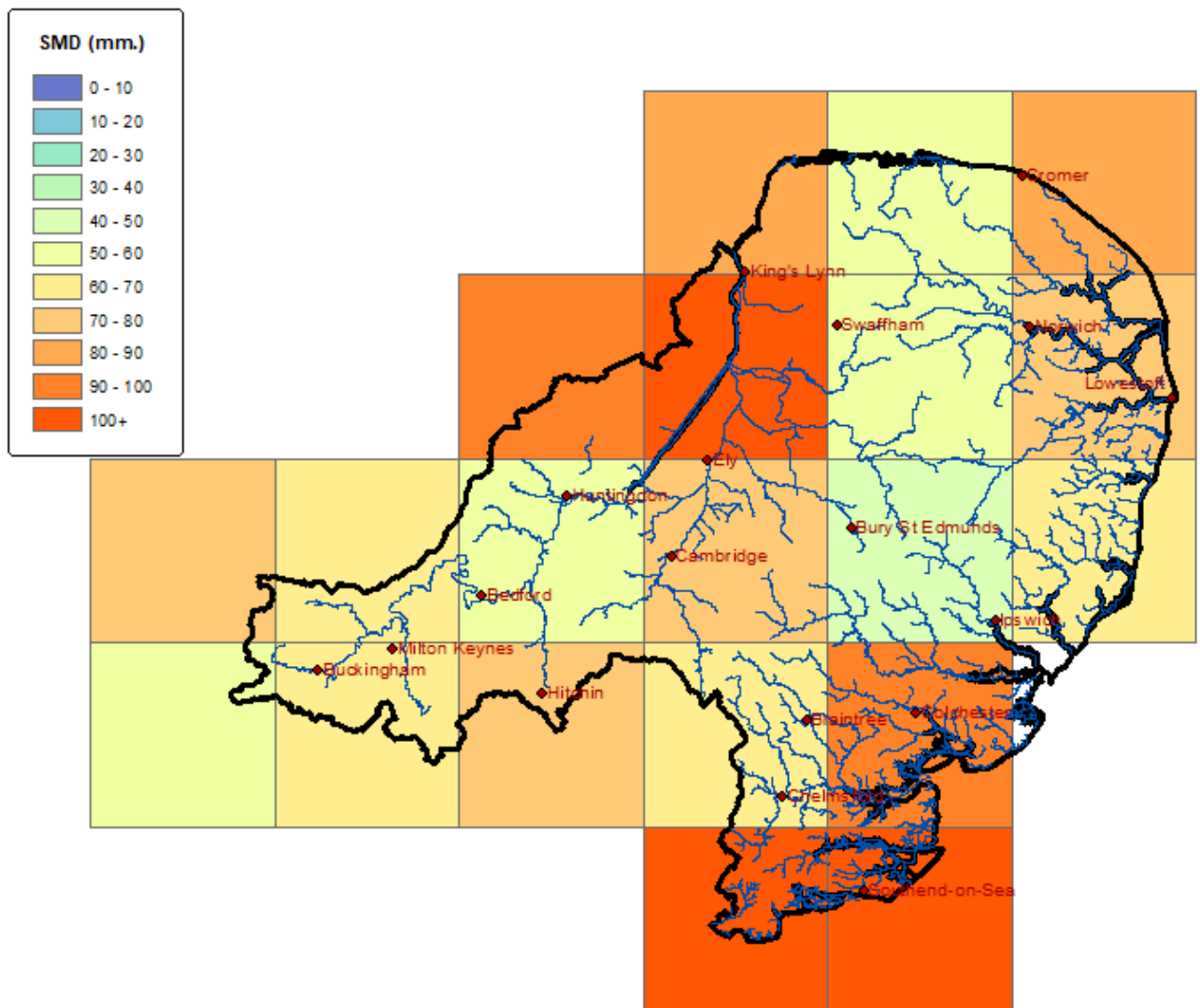


HadUK rainfall data. (Source: Met Office. Crown copyright, 2023).

### 3 Soil moisture deficit

#### 3.1 Soil moisture deficit map

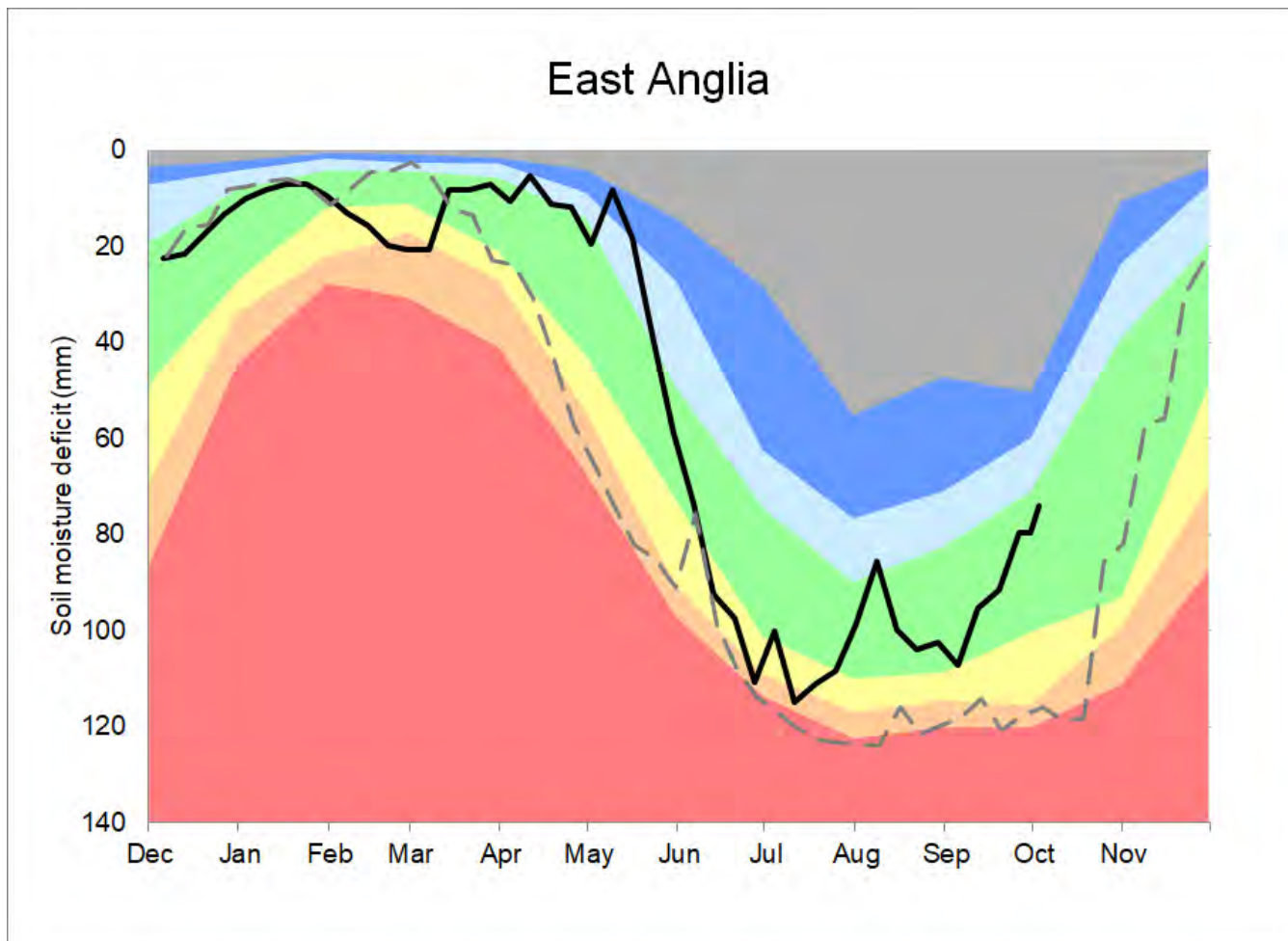
Figure 3.1: Soil moisture deficit values for 30 September 2023. Values based on the weekly MORECS data for real land use.



(Source: Met Office. Crown copyright, 2023). All rights reserved. Environment Agency, 100024198, 2023.

### 3.2 Soil moisture deficit charts

Figure 3.2: Latest soil moisture deficit compared to an analysis of historic 1961 to 1990 long term data set. Weekly MORECS data for real land use.



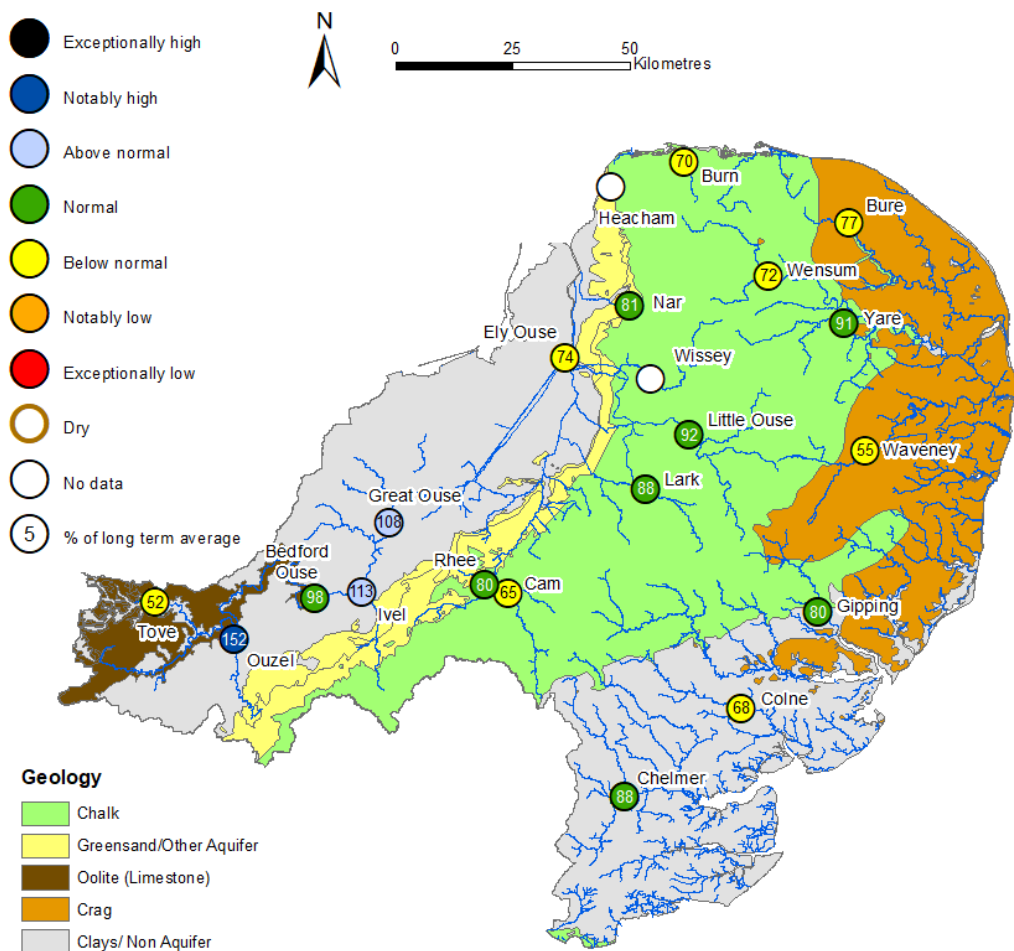
(Source: Met Office. Crown copyright, 2023). All rights reserved. Environment Agency, 100024198, 2023



# 4 River flows

## 4.1 River flows map

Figure 4.1: Monthly mean river flow for indicator sites for September 2023, expressed as a percentage of the respective long term average and classed relative to an analysis of historic September monthly means Table available in the appendices with detailed information.

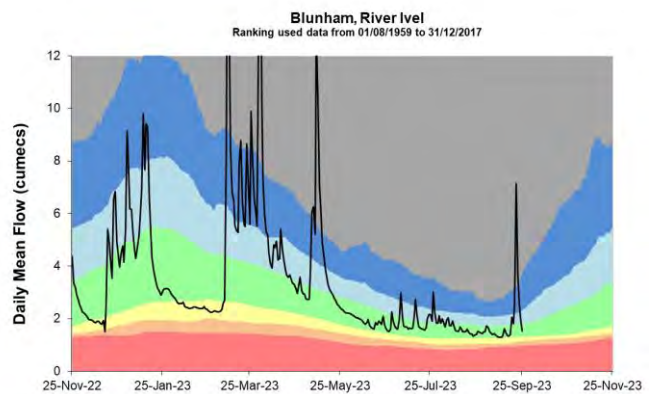
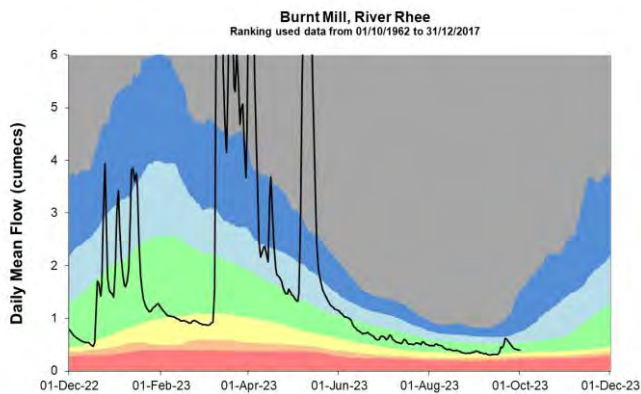
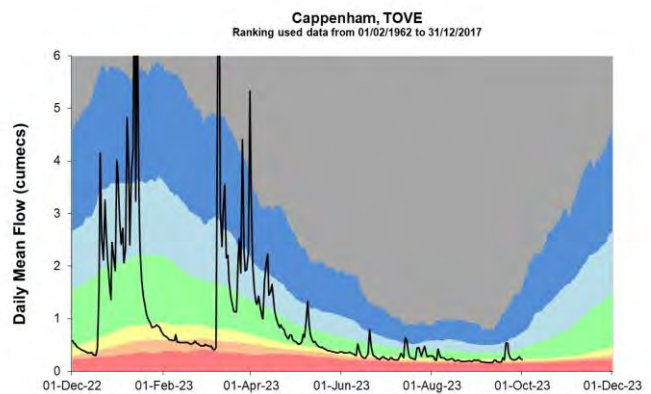
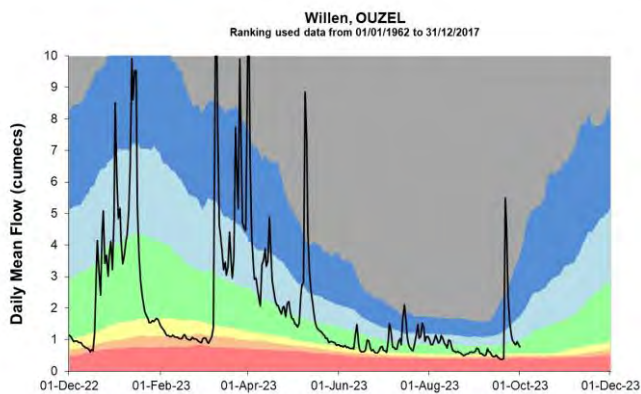
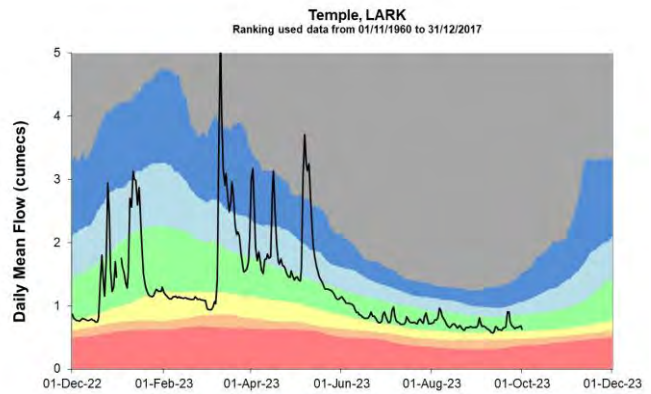
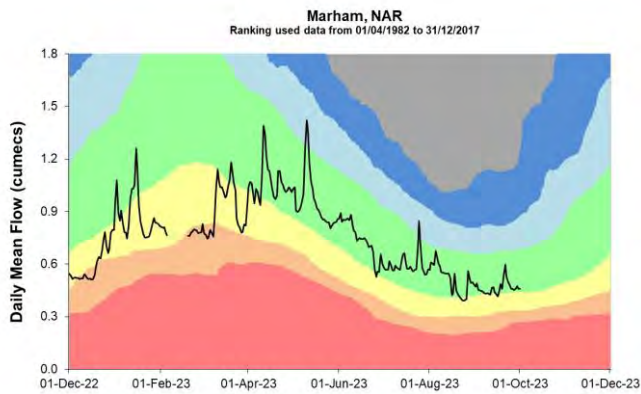
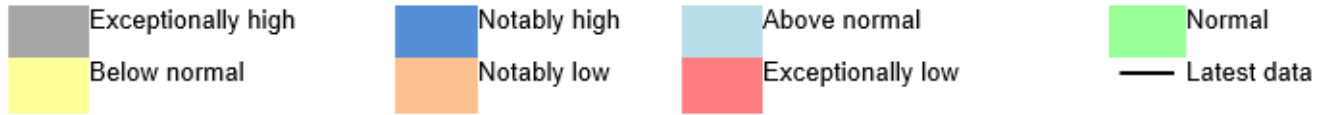


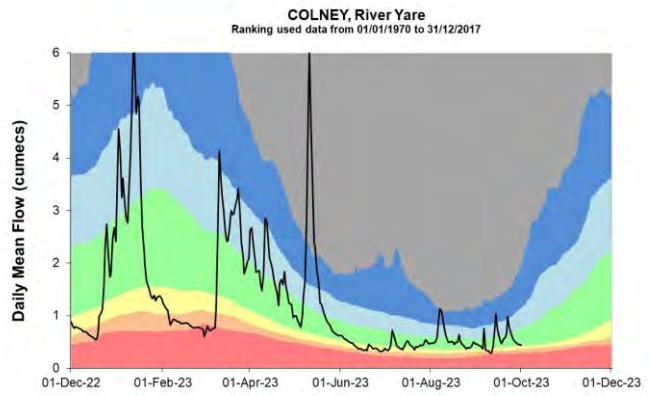
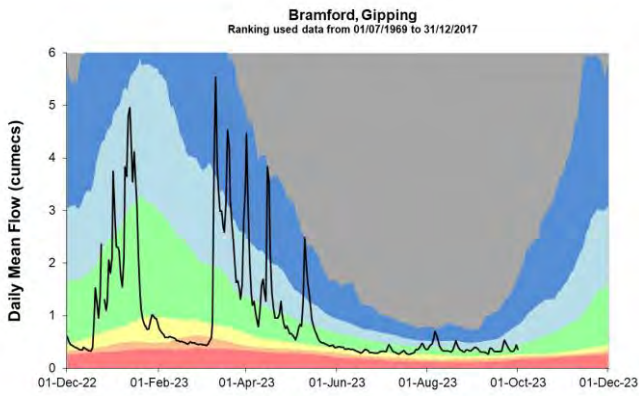
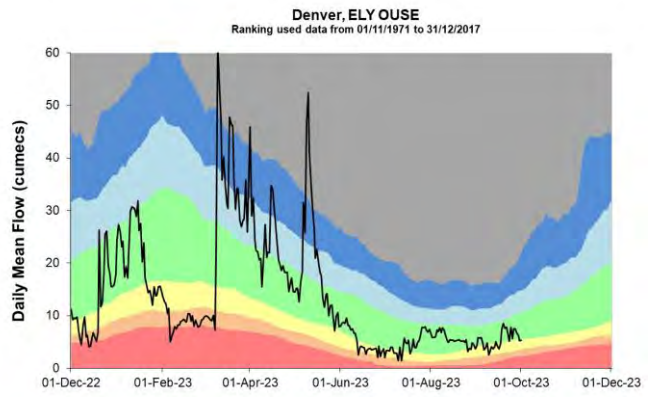
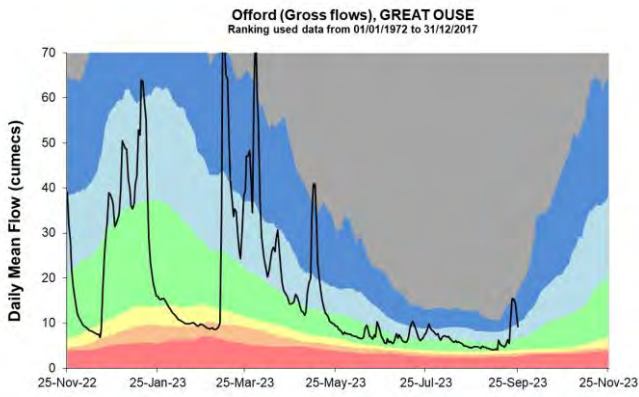
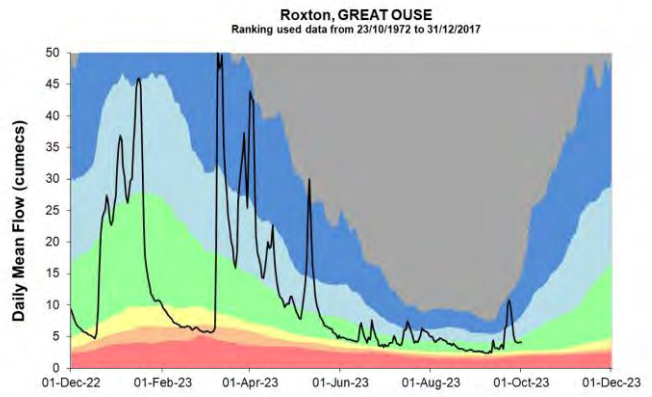
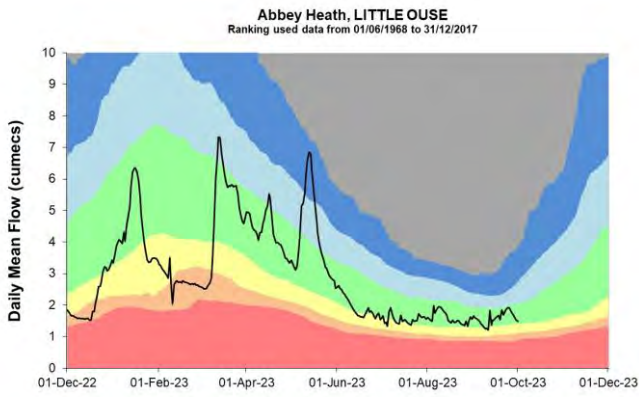
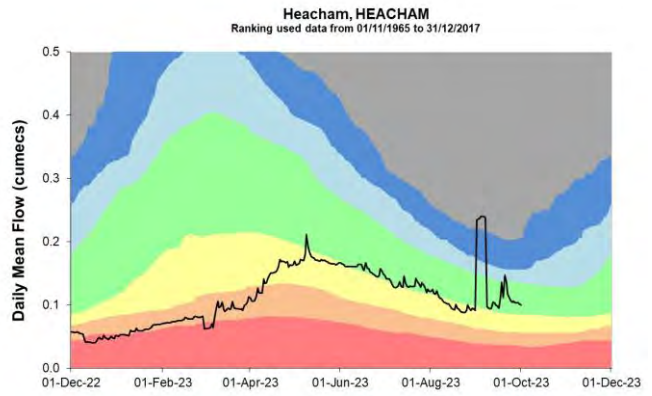
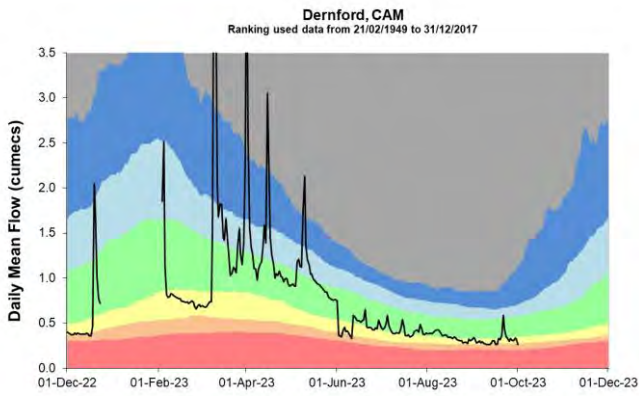
(Source: Environment Agency). Geological map reproduced with kind permission from UK Groundwater Forum, BGS copyright NERC. Crown copyright. All rights reserved. Environment Agency, 100024198, 2023.



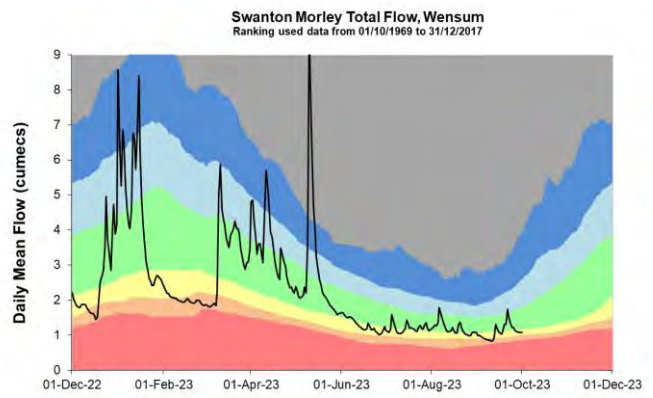
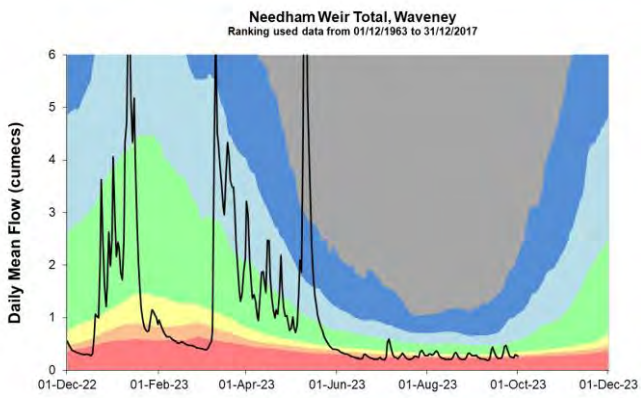
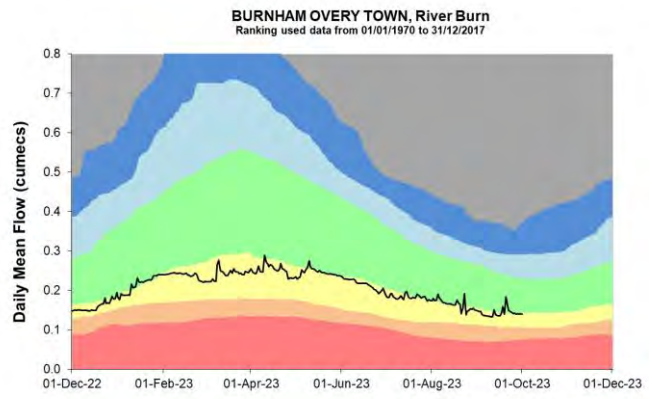
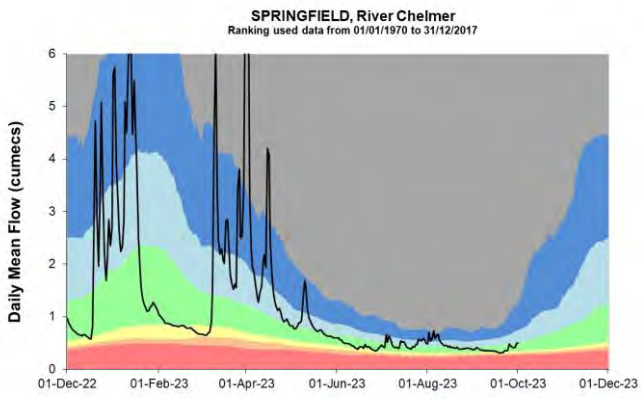
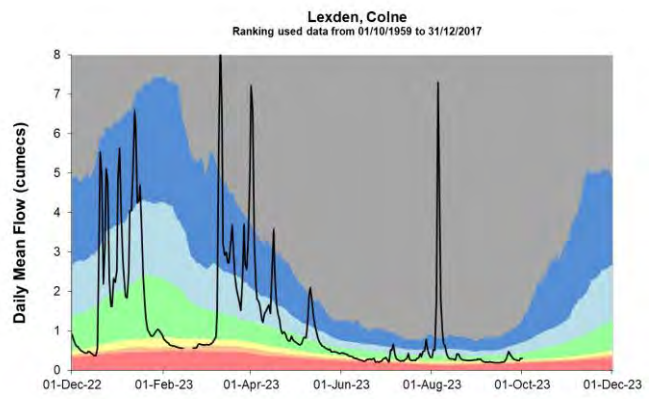
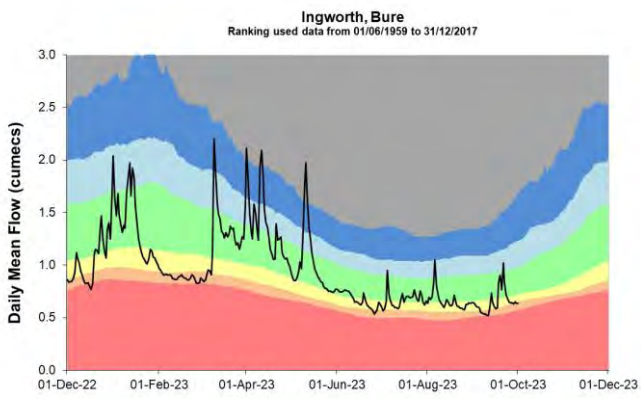
## 4.2 River flow charts

Figure 4.2: Daily mean river flow for index sites over the past year, compared to an analysis of historic daily mean flows, and long term maximum and minimum flows.







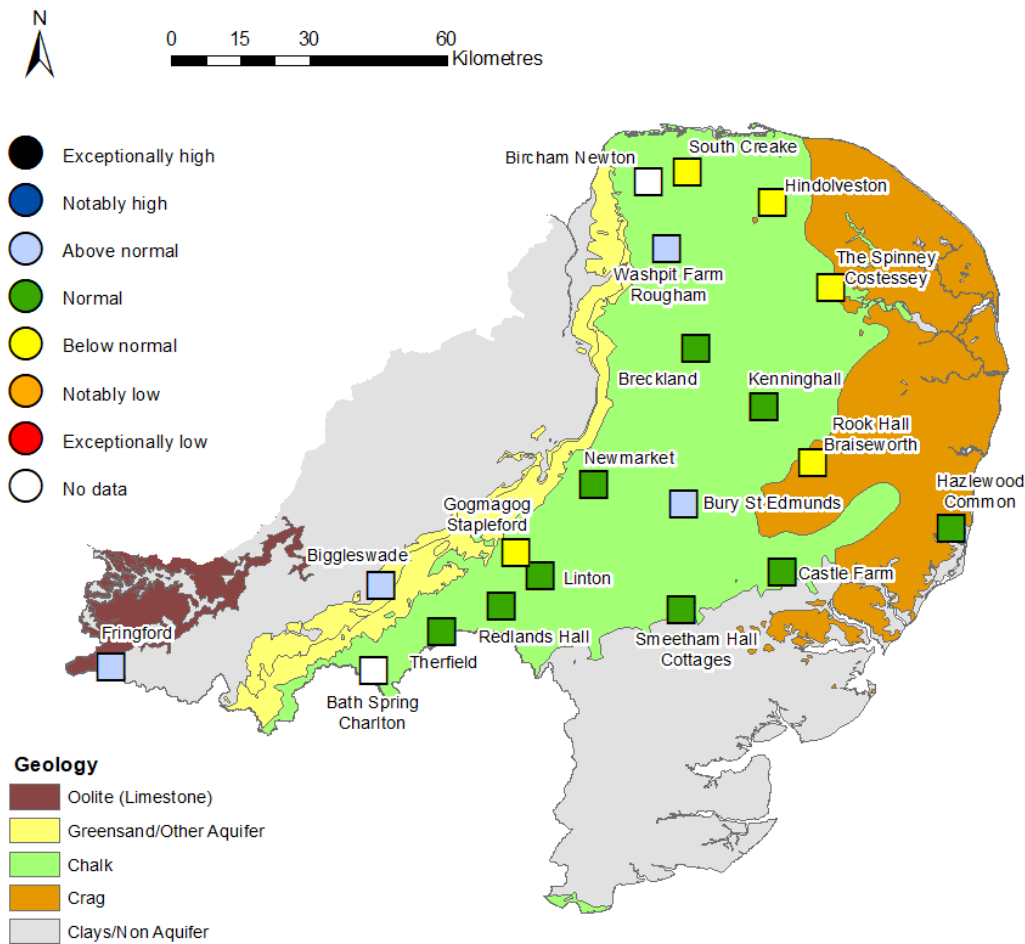


Source: Environment Agency.

# 5 Groundwater levels

## 5.1 Groundwater levels map

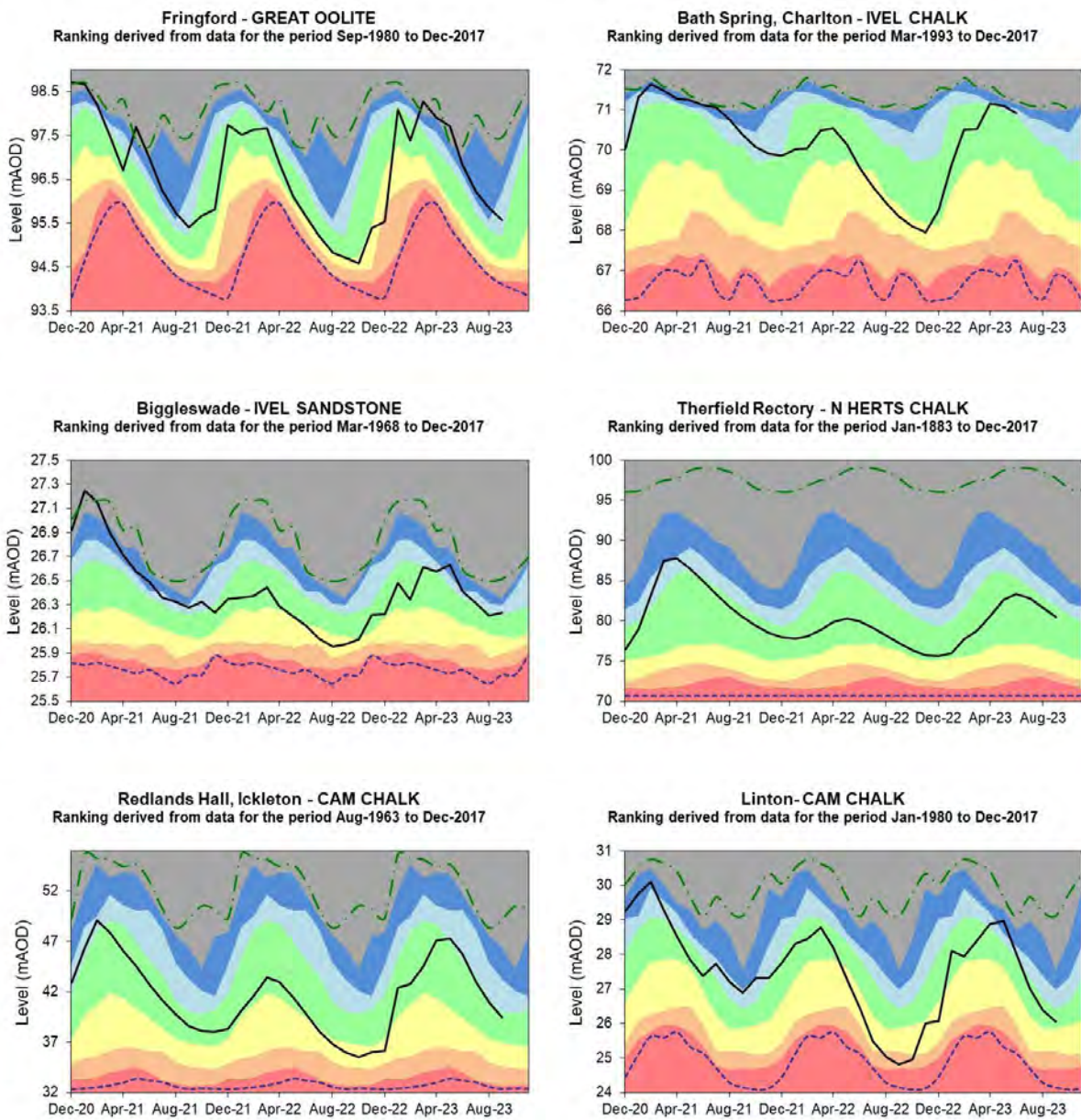
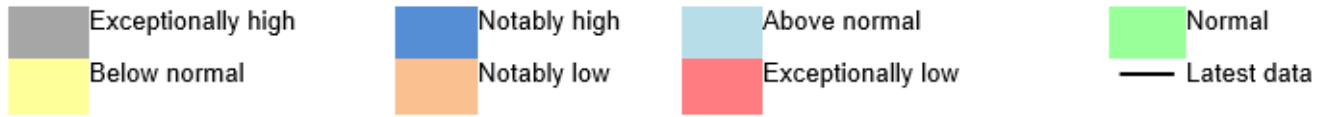
Figure 5.1: Groundwater levels for indicator sites at the end of September 2023, classed relative to an analysis of respective historic September levels. Table available in the appendices with detailed information.



(Source: Environment Agency). Geological map reproduced with kind permission from UK Groundwater Forum, BGS copyright NERC. Crown copyright. All rights reserved. Environment Agency, 100024198, 2023.

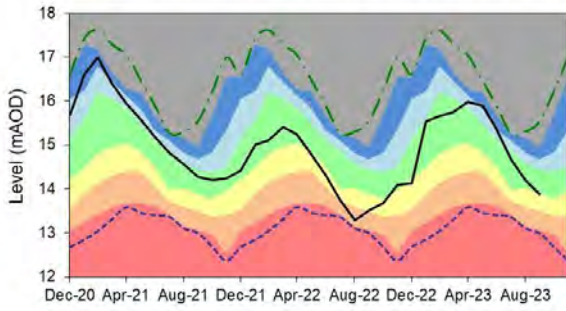
## 5.2 Groundwater level charts

Figure 5.2: End of month groundwater levels at index groundwater level sites for major aquifers. 22 months compared to an analysis of historic end of month levels and long term maximum and minimum levels.

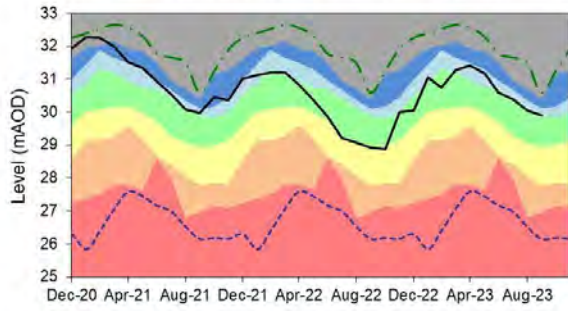




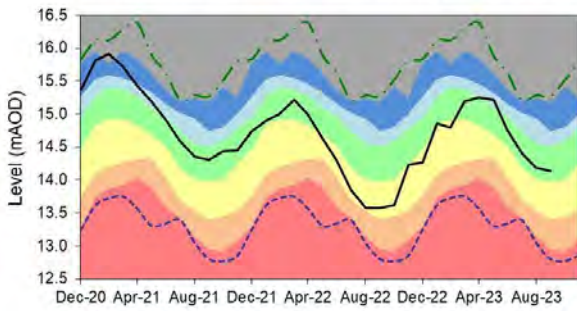
**Gog Magog, Stapleford - CAM CHALK**  
Ranking derived from data for the period Jan-1980 to Dec-2017



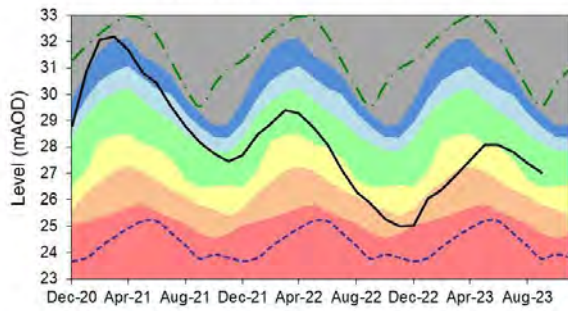
**Bury St Edmunds - UPPER LARK CHALK**  
Ranking derived from data for the period May-1983 to Dec-2017



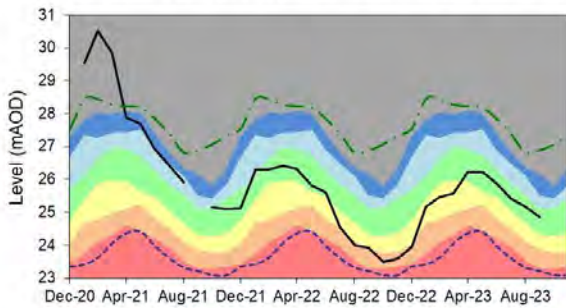
**Newmarket - SNAIL CHALK**  
Ranking derived from data for the period Feb-1983 to Dec-2017



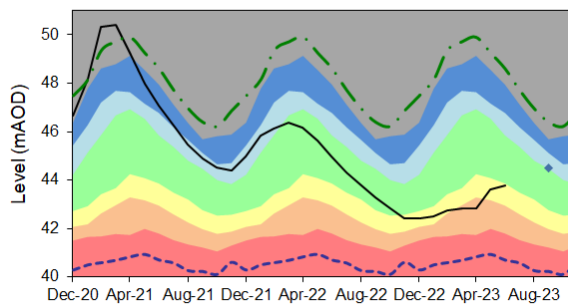
**Kenninghall - LITTLE OUSE CHALK**  
Ranking derived from data for the period Aug-1973 to Dec-2017



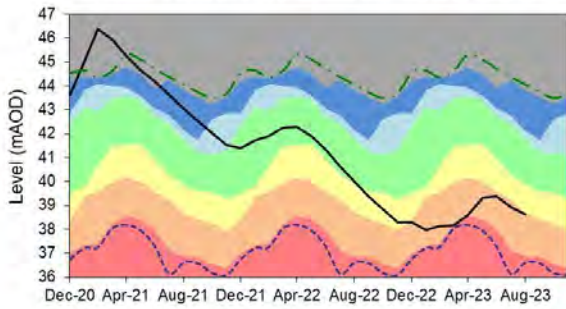
**Breckland - WISSEY CHALK**  
Ranking derived from data for the period Jan-1971 to Nov-2017



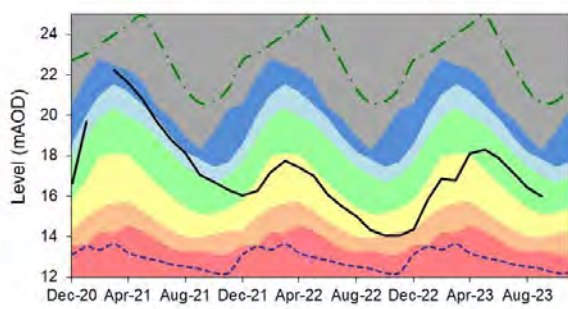
**Washpit Farm, Rougham - NW NORFOLK CHALK**  
Ranking derived from data for the period May-1950 to Dec-2017



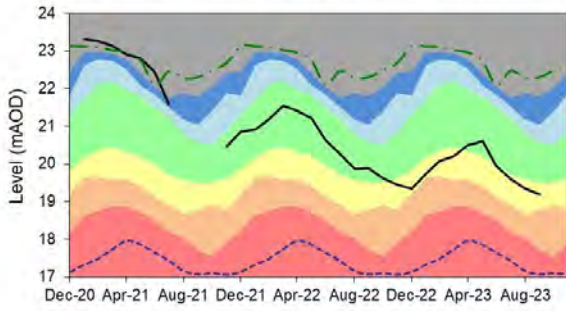
**Bircham Newton- NW NORFOLK CHALK**  
Ranking derived from data for the period Mar-1995 to Sep-2017



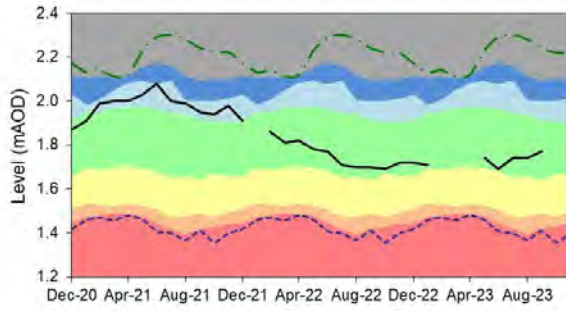
**Castle Farm, Offton - MID SUFFOLK CHALK**  
Ranking derived from data for the period Mar-1967 to Dec-2017



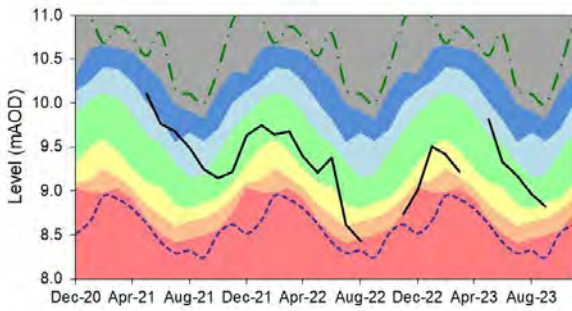
**Old Primary School, South Creake, NORFOLK CHALK**  
 Ranking derived from data for the period Oct-1971 to Dec-2017



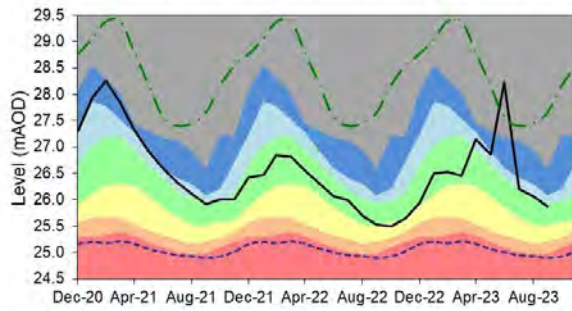
**Hazlewood Common - SUFFOLK CRAG**  
 Ranking derived from data for the period Oct-1988 to Feb-2020



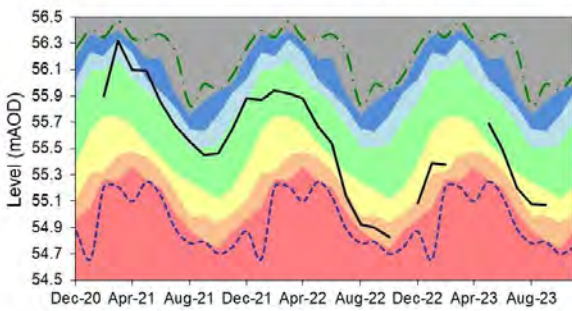
**The Spinney, Costessey- WENSUM CHALK**  
 Ranking derived from data for the period Oct-1971 to Dec-2017



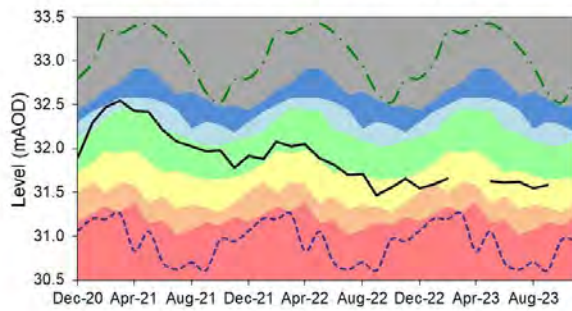
**Smeetham Hall Cottages, Bulmer - ESSEX CHALK**  
 Ranking derived from data for the period Jan-1964 to Dec-2017



**Hindolveston - NORFOLK CHALK**  
 Ranking derived from data for the period Sep-1984 to Nov-2017



**Rook Hall, Braiseworth- SUFFOLK CHALK**  
 Ranking derived from data for the period Jan-1980 to Dec-2017



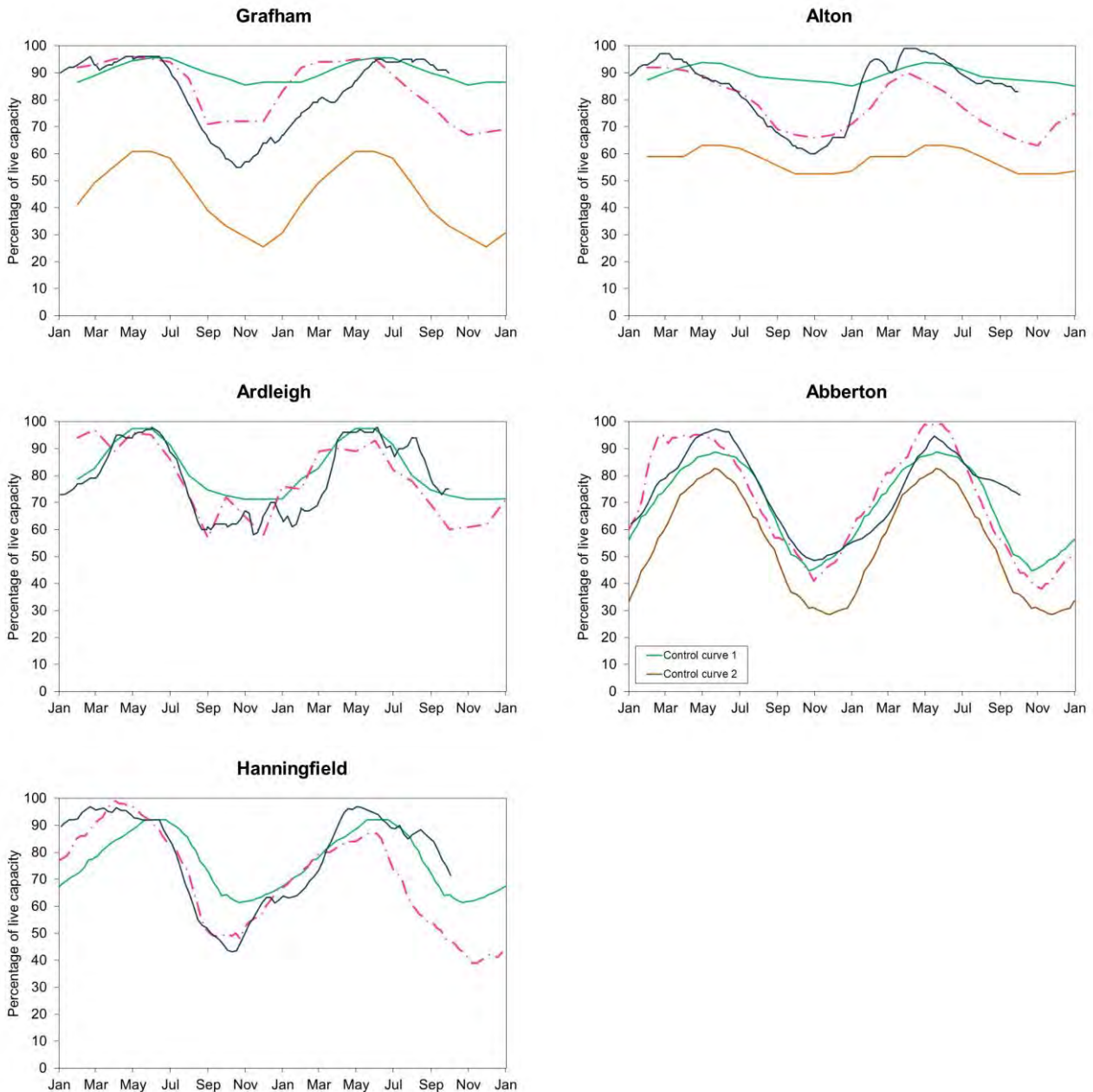
Source: Environment Agency, 2023.



## 6 Reservoir stocks

Figure 6.1: End of month regional reservoir stocks compared to the normal operating curve, drought curve and dry 1995-1996 stocks. Note: Historic records of individual reservoirs and reservoir groups making up the regional values vary in length.

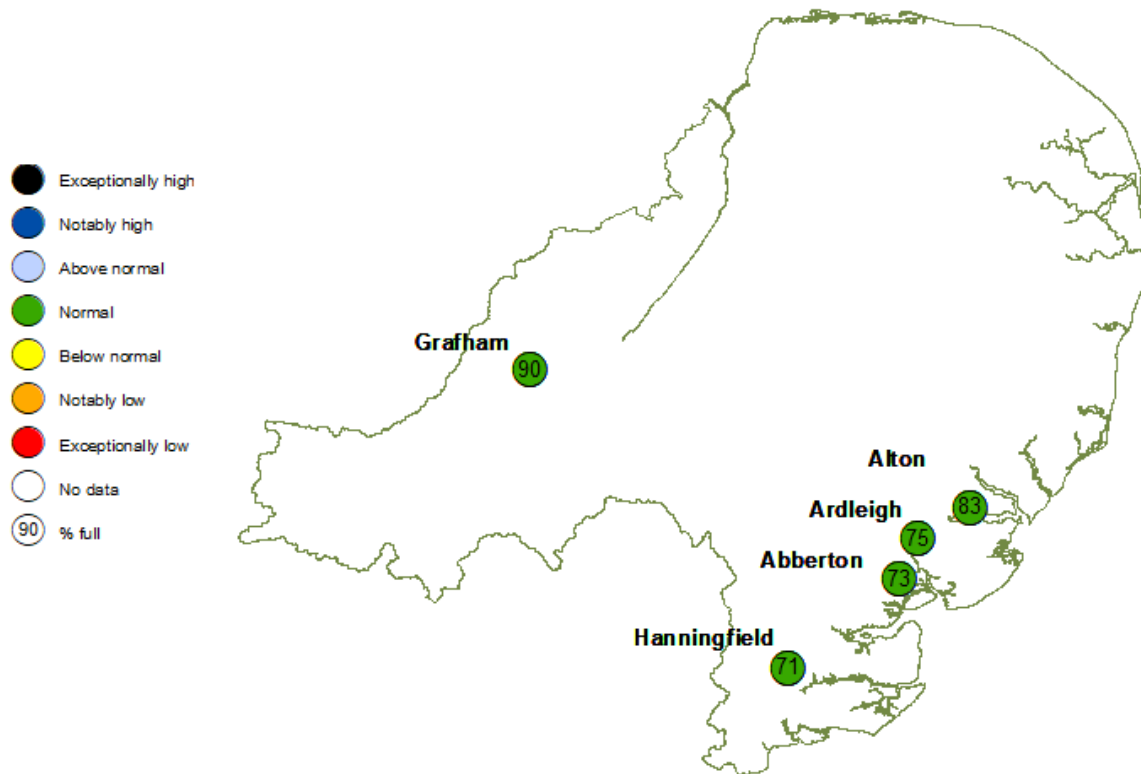
— 2022-2023 — Normal Operating Curve — Drought Alert Curve — 1995-1996



(Source: water companies).



## 6.1 Reservoir stocks map

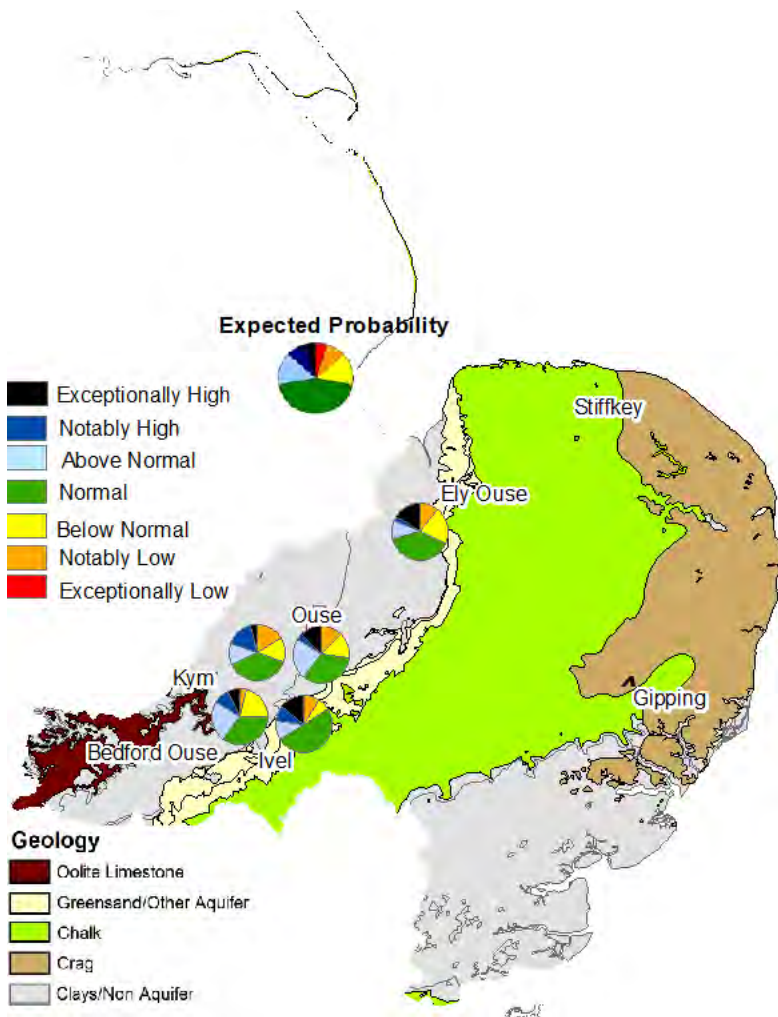


(Source: Environment Agency). Crown copyright. All rights reserved. Environment Agency, 100024198, 2023

## 7 Forward look

### 7.1 Probabilistic ensemble projection of river flows at key sites in December 2023

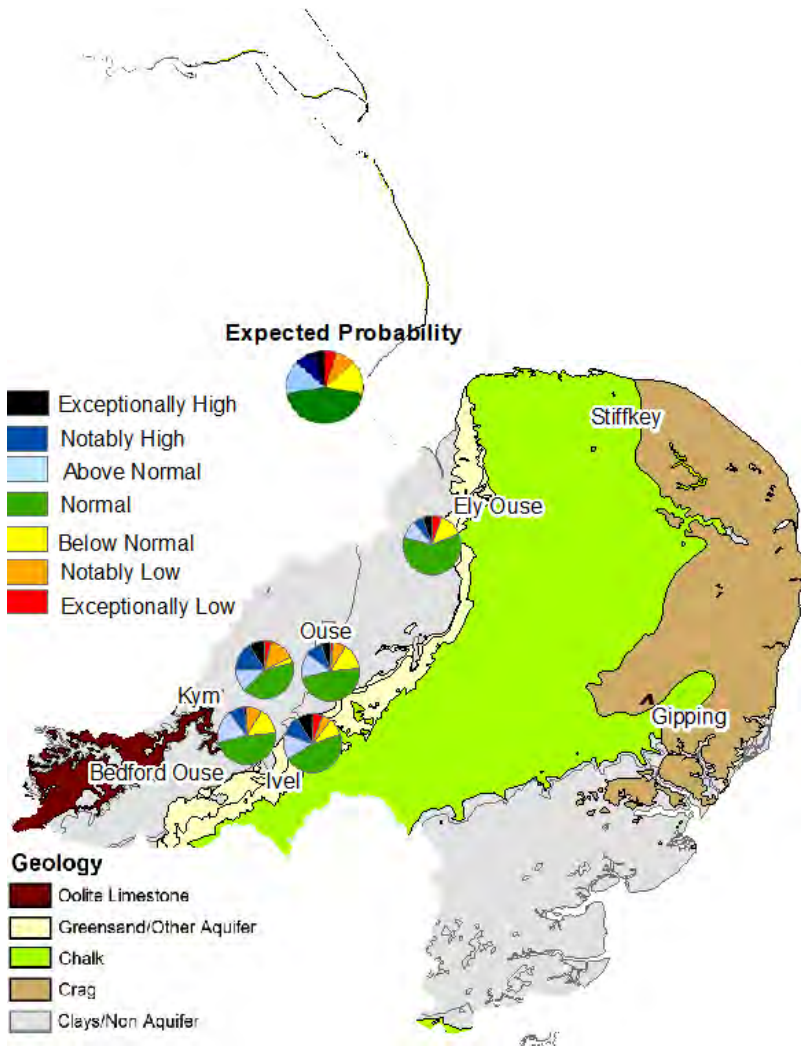
Table available in the appendices with detailed information. Exceptionally high or low levels are those which would typically occur 5% of the time within the historic record. Notably high or low levels are those which would typically occur 8% of the time. Above normal or below normal levels are those which would typically occur 15% of the time. Normal levels are those which would typically occur 44% of the time within the historic record.



Pie charts indicate probability, based on climatology, of the surface water flow at each site being, for example, exceptionally low for the time of year. (Source: Centre for Ecology and Hydrology, Environment Agency) Geological map reproduced with kind permission from UK Groundwater Forum, BGS © NERC. Crown copyright. All rights reserved. Environment Agency, 100026380, 2023.

## 7.2 Probabilistic ensemble projection of river flows at key sites in March 2024

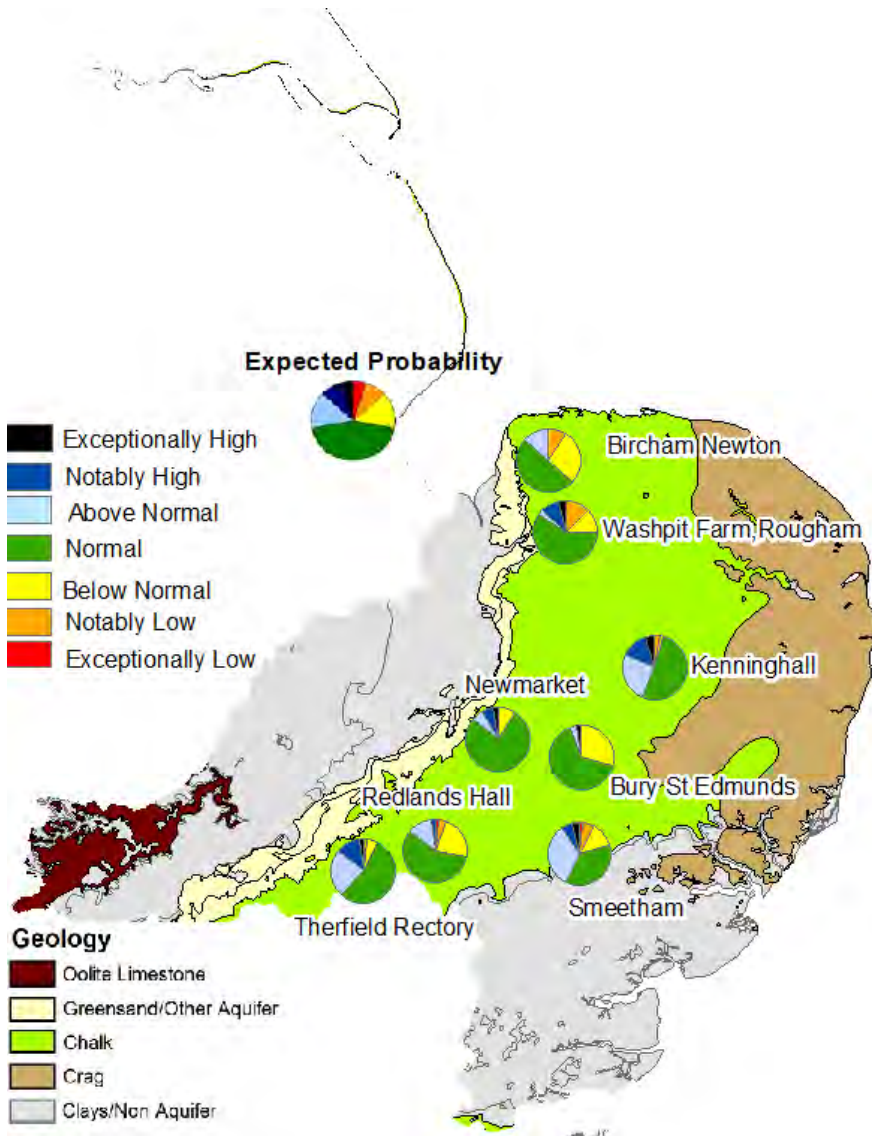
Table available in the appendices with detailed information. Exceptionally high or low levels are those which would typically occur 5% of the time within the historic record. Notably high or low levels are those which would typically occur 8% of the time. Above normal or below normal levels are those which would typically occur 15% of the time. Normal levels are those which would typically occur 44% of the time within the historic record.



Pie charts indicate probability, based on climatology, of the surface water flow at each site being, for example, exceptionally low for the time of year. (Source: Centre for Ecology and Hydrology, Environment Agency) Geological map reproduced with kind permission from UK Groundwater Forum, BGS © NERC. Crown copyright. All rights reserved. Environment Agency, 100026380, 2023

### 7.3 Probabilistic ensemble projection of groundwater levels at key sites in March 2024

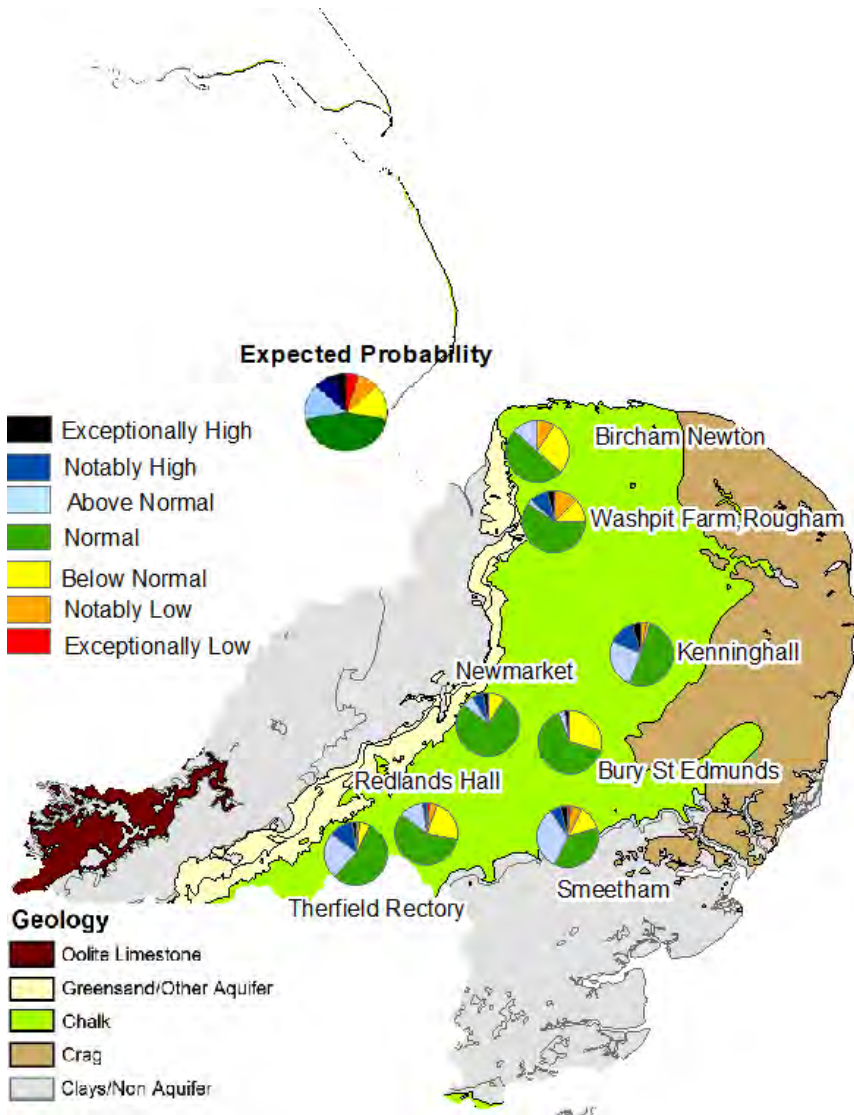
Table available in the appendices with detailed information. Exceptionally high or low levels are those which would typically occur 5% of the time within the historic record. Notably high or low levels are those which would typically occur 8% of the time. Above normal or below normal levels are those which would typically occur 15% of the time. Normal levels are those which would typically occur 44% of the time within the historic record.



Pie charts indicate probability, based on climatology, of the groundwater level at each site being, for example, exceptionally low for the time of year. (Source: Environment Agency) Geological map reproduced with kind permission from UK Groundwater Forum, BGS © NERC. Crown copyright. All rights reserved. Environment Agency, 100026380, 2023

## 7.4 Probabilistic ensemble projection of groundwater levels at key sites in September 2024

Table available in the appendices with detailed information. Exceptionally high or low levels are those which would typically occur 5% of the time within the historic record. Notably high or low levels are those which would typically occur 8% of the time. Above normal or below normal levels are those which would typically occur 15% of the time. Normal levels are those which would typically occur 44% of the time within the historic record.



Pie charts indicate probability, based on climatology, of the groundwater level at each site being, for example, exceptionally low for the time of year. (Source: Environment Agency)  
 Geological map reproduced with kind permission from UK Groundwater Forum, BGS © NERC. Crown copyright. All rights reserved. Environment Agency, 100026380, 2023



## 8 Glossary

### 8.1 Terminology

#### **Aquifer**

A geological formation able to store and transmit water.

#### **Areal average rainfall**

The estimated average depth of rainfall over a defined area. Expressed in depth of water (mm).

#### **Artesian**

The condition where the groundwater level is above ground surface but is prevented from rising to this level by an overlying continuous low permeability layer, such as clay.

#### **Artesian borehole**

Borehole where the level of groundwater is above the top of the borehole and groundwater flows out of the borehole when unsealed.

#### **Cumecs**

Cubic metres per second ( $\text{m}^3\text{s}^{-1}$ ).

#### **Effective rainfall**

The rainfall available to percolate into the soil or produce river flow. Expressed in depth of water (mm).

#### **Flood alert and flood warning**

Three levels of warnings may be issued by the Environment Agency. Flood alerts indicate flooding is possible. Flood warnings indicate flooding is expected. Severe flood warnings indicate severe flooding.

#### **Groundwater**

The water found in an aquifer.



### **Long term average (LTA)**

The arithmetic mean calculated from the historic record, usually based on the period 1961 to 1990. However, the period used may vary by parameter being reported on (see figure captions for details).

### **mAOD**

Metres above ordnance datum (mean sea level at Newlyn Cornwall).

### **MORECS**

Met Office Rainfall and Evaporation Calculation System. Met Office service providing real time calculation of evapotranspiration, soil moisture deficit and effective rainfall on a 40 by 40 km grid.

### **Naturalised flow**

River flow with the impacts of artificial influences removed. Artificial influences may include abstractions, discharges, transfers, augmentation and impoundments.

### **NCIC**

National Climate Information Centre. NCIC area monthly rainfall totals are derived using the Met Office 5 km gridded dataset, which uses rain gauge observations.

### **Recharge**

The process of increasing the water stored in the saturated zone of an aquifer. Expressed in depth of water (mm).

### **Reservoir gross capacity**

The total capacity of a reservoir.

### **Reservoir live capacity**

The capacity of the reservoir that is normally usable for storage to meet established reservoir operating requirements. This excludes any capacity not available for use (for example, storage held back for emergency services, operating agreements or physical restrictions). May also be referred to as 'net' or 'deployable' capacity.

### **Soil moisture deficit (SMD)**

The difference between the amount of water actually in the soil and the amount of water the soil can hold. Expressed in depth of water (mm).



## 8.2 Categories

### **Exceptionally high**

Value likely to fall within this band 5% of the time.

### **Notably high**

Value likely to fall within this band 8% of the time.

### **Above normal**

Value likely to fall within this band 15% of the time.

### **Normal**

Value likely to fall within this band 44% of the time.

### **Below normal**

Value likely to fall within this band 15% of the time.

### **Notably low**

Value likely to fall within this band 8% of the time.

### **Exceptionally low**

Value likely to fall within this band 5% of the time.

## 9 Appendices

### 9.1 Rainfall table

Hydrological area	Sep 2023 rainfall % of long term average 1961 to 1990	Sep 2023 band	Jul 2023 to September cumulative band	Apr 2023 to September cumulative band	Oct 2022 to September cumulative band
Broadland Rivers	102	Normal	Above normal	Above normal	Above normal
Cam	127	Normal	Normal	Normal	Notably high
Central Area Fenland	157	Above Normal	Above normal	Normal	Above normal
East Suffolk	81	Normal	Above normal	Above normal	Above normal
Little Ouse And Lark	102	Normal	Above normal	Above normal	Above normal
Lower Bedford Ouse	151	Above Normal	Above normal	Normal	Exceptionally high
North Essex	69	Normal	Normal	Normal	Above normal
North Norfolk	123	Normal	Above normal	Normal	Normal
Nw Norfolk And Wissey	136	Above Normal	Above normal	Above normal	Above normal
South Essex	37	Below Normal	Normal	Below normal	Normal

Upper Bedford Ouse	130	Above Normal	Above normal	Above normal	Exceptionally high
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## 9.2 River flows table

Site name	River	Catchment	Sep 2023 band	Aug 2023 band
Abbey Heath	Little Ouse	Little Ouse	Normal	Normal
Blunham	Ivel	Ivel	Above normal	Normal
Bramford	Gipping	Gipping	Normal	Normal
Burnham Overy	Burn	Burn	Below normal	Below normal
Burnt Mill	Rhee	Rhee	Normal	Normal
Cappenhams	Tove	Tove	Below normal	Below normal
Colney	Yare	Yare	Normal	Normal
Denver	Ely Ouse	Cutoff and Renew Channel	Below normal	Normal
Dernford	Cam	Cam	Below normal	Below normal
Heacham	Heacham	Heacham	Above normal	Notably high
Ingworth	Bure	Bure	Below normal	Below normal
Lexden	Colne	Colne Essex	Below normal	Notably high
Marham	Nar	Nar	Normal	Normal
Needham Weir Total	Waveney (lower)	Waveney	Below normal	Below normal

Northwold Total	Wissey	Wissey		Notably high
Offord (gross Flows)	Great Ouse	Ouse Beds	Above normal	Normal
Roxton	Great Ouse	Ivel	Normal	Normal
Springfield	Chelmer	Chelmer Upper	Normal	Above normal
Swanton Morley Total	Wensum	Wensum	Below normal	Normal
Temple	Lark	Lark	Normal	Normal
Willen	Ouzel	Ouzel	Notably high	Normal



### 9.3 Groundwater table

Site name	Aquifer	End of Sep 2023 band	End of Aug 2023 band
Bath Spring, Charlton	Upper Ivel Chalk		
Biggleswade	Ivel Woburn Sands	Above normal	Normal
Bircham Newton	North West Norfolk Chalk		Notably low
Breckland	Wissey Chalk	Normal	Normal
Bury St Edmunds	Upper Lark Chalk	Above normal	Normal
Castle Farm, Offton	East Suffolk Chalk	Normal	Normal
Gog Magog, Stapleford	Cam Chalk	Below normal	Normal
Hazlewood Common	East Suffolk Crag	Normal	Normal
Hindolveston	Norfolk Chalk	Below normal	Below normal
Kenninghall	Little Ouse Chalk	Normal	Normal
Linton	Cam Chalk	Normal	Normal
Newmarket	Snail Chalk	Normal	Normal

Old Primary School, South Creake	North Norfolk Chalk	Below normal	Below normal
Redlands Hall, Ickleton	Cam Chalk	Normal	Normal
Rook Hall, Braiseworth	East Suffolk Chalk	Below normal	Below normal
Smeetham Hall Cottages, Bulmer	North Essex Chalk	Normal	Above normal
The Spinney, Costessey	Wensum Chalk	Below normal	Normal
Washpit Farm, Rougham	North West Norfolk Chalk	Normal	
Therfield Rectory	Upper Lee Chalk	Normal	Normal
Fringford P.s.	Upper Bedford Ouse Oolitic Limestone (great)	Above normal	Notably high

## 9.4 Ensemble projections tables

### 9.4.1 Probabilistic ensemble projection of river flows at key sites in December 2023

Percentage of pie chart for each band

Site	Bedford Ouse	Kym	Ivel	Ouse	Ely Ouse
Exceptionally low	1.8	3.6	1.8	1.8	0.0
Notably low	8.9	14.3	5.4	8.9	10.5
Below normal	16.1	12.5	8.9	17.9	26.3
Normal	41.1	42.9	60.7	44.6	39.5
Above normal	23.2	12.5	5.4	14.3	5.3
Notably high	3.6	10.7	5.4	3.6	5.3
Exceptionally high	5.4	3.6	12.5	8.9	13.2

### 9.4.2 Probabilistic ensemble projection of river flows at key sites in March 2024

Percentage of pie chart for each band

Site	Bedford Ouse	Kym	Ivel	Ouse	Ely Ouse
Exceptionally low	3.6	5.4	7.1	5.4	5.3
Notably low	5.4	12.5	1.8	5.4	0.0
Below normal	16.1	3.6	7.1	16.1	18.4
Normal	46.4	39.3	51.8	44.6	55.3
Above normal	17.9	14.3	12.5	14.3	10.5
Notably high	8.9	16.1	12.5	8.9	5.3
Exceptionally high	1.8	8.9	7.1	5.4	5.3

### 9.4.3 Probabilistic ensemble projection of groundwater levels at key sites in March 2023

Percentage of pie chart for each band

Site	Therfield Rectory	Redlands Hall	Newmarket	Washpit Farm	Bircham Newton	Kenninghall	Bury St Edmunds	Smeetham
Exceptionally low	0.0	0.0	0.0	0.0	4.3	0.0	0.0	11.1
Notably low	0.0	7.3	17.1	0.0	8.7	4.4	11.4	1.9
Below normal	0.0	36.4	31.4	87.5	43.5	24.4	20.0	20.4
Normal	44.6	38.2	25.7	12.5	30.4	44.4	45.7	42.6
Above normal	23.2	12.7	8.6	0.0	4.3	15.6	17.1	7.4
Notably high	26.8	1.8	14.3	0.0	0.0	8.9	0.0	13.0
Exceptionally high	5.4	3.6	2.9	0.0	8.7	2.2	5.7	3.7



#### 9.4.4 Probabilistic ensemble projection of groundwater levels at key sites in September 2024

Percentage of pie chart for each band

Site	Therfield Rectory	Redlands Hall	Newmarket	Washpit Farm	Bircham Newton	Kenninghall	Bury St Edmunds	Smeetham
Exceptionally low	0.0	1.9	0.0	0.0	0.0	0.0	0.0	1.9
Notably low	1.8	3.7	0.0	12.5	9.1	2.3	0.0	5.7
Below normal	5.5	22.2	8.6	12.5	27.3	2.3	29.4	13.2
Normal	54.5	57.4	77.1	59.4	50.0	52.3	64.7	35.8
Above normal	23.6	13.0	5.7	3.1	13.6	25.0	2.9	34.0
Notably high	12.7	1.9	5.7	9.4	0.0	13.6	0.0	5.7
Exceptionally high	1.8	0.0	2.9	3.1	0.0	4.5	2.9	3.8

MA205 22c)

A resident has two horse chestnut trees, both currently in pots, that are 7ft tall and they would like to plant them somewhere in the village.

There does not seem to be the appropriate space behind the pavilion for the trees.

The wardens suggested Stockbridge, but after speaking with Les and Maureen, they are not on the original list of trees.

Les and Maureen suggested that they would be more suitable for somewhere like along London Road on the left as you drive out of the village just past Back Lane.

They are not suitable along the river either as they are large trees which provide too much shade cover.

MELBOURN PARISH COUNCIL

APPENDIX 3

Area	Monthly Checking Record				NOTES
	Week 1	Week 2	Week 3	Week 4	
Moor Play Park	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	Broken Swing Seat removed.
Village Car Park	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	
War Memorial	12-9-23 T	19-9-23 S	25-9-23 T	4-10-23 T	
Littlehands and Access Way	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	
New Rec. Ground	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	
Clear Cres. Play Park	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	
Orchard Road Cemetery	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	
New Road Cemetery	11-9-23 S	18-9-23 S	25-9-23 S	2-10-23 S	
Old Recreation Ground	11-9-23 S		25-9-23 S		
Pavilion	11-9-23 S		27-9-23 S		
Stockbridge M.	K.R.		K.R.		
Worcester Way	11-9-23 S		27-9-23 S		
BMX Site (Summer & only if open)					

MELBOURN PARISH COUNCIL

Monthly Checking Record

Area	Monthly Checking Record			
	Week1	Week2	Week 3	Week4
Allotments	11-9-23 S		25-9-23 S	
All Saints' C/Yard	11-9-23 S		25-9-23 Sun.	
Jubilee Orchard	11-9-23 S		27-9-23 S	
Fire Engine Shed				
Armingford Cres.				2-9-23
Beechwood Avenue		18-9-23 S		
Chalkhill Barrow		18-9-23 S		
Elm Way		19-9-23 S		
Millennium Copse		19-9-23 S		



## MELBOURN PARISH COUNCIL

Pavilion : Legionella monitoring	Responsibility	Weekly (please note date completed)	Monthly (note insert date completed)	Quarterly (note insert date completed)	Annually (note insert date completed)
Record flushing of infrequently used outlets ** (run showers and taps, flush toilets – to be done weekly) – log when done	Wardens	11-9-23.			
		18-9-23.			
		25-9-23			
		2-10-23			
Formal thermal control and hygiene regime – MPC to provide appropriate thermometer	Wardens		11-9-23.		
Record cleaning and descaling	Cleaning contractor				
Showers – descale and disinfect	Cleaning Contractor				
Disinfect hot water unit in kitchen	Cleaning Contractor				
Hot water cylinders – check water temp (should be 60c)	Wardens			11-9-23.	
Fit automatic flushing valves to expansion vessels OR flush regularly (to be carried out in conjunction with above **)	Wardens				
Service all TMVs annually – to be done as part of annual service of heating system	Heating contractor				
Check insulation to pipework where required	Heating contractor				



# MELBOURN PARISH COUNCIL

## APPENDIX 3

Area	Monthly Checking Record				NOTES
	Week 1	Week 2	Week 3	Week 4	
Moor Play Park	9-10-23. SJ				
Village Car Park	9-10-23. SP				
War Memorial	11-10-23 P.M.				
Littlehands and Access Way	9-10-23 SJ				
New Rec. Ground	9-10-23 SJ				
Clear Cres. Play Park	9-10-23 SJ				
Orchard Road Cemetery	9-10-23. SJ				
New Road C/metry	9-10-23 SJ				
Old Recreation Ground	9-10-23 SJ				
Pavilion	9-10-23 SJ				
Stockbridge M.					
Worcester Way	9-10-23 SJ				
BMX Site (Summer & only if open)					

## MELBOURN PARISH COUNCIL

Area	Monthly Checking Record			
	Week1	Week2	Week 3	Week4
Allotments				
All Saints' C/Yard				
Jubilee Orchard	9.10.23. <i>[Signature]</i>			
Fire Engine Shed				
Armingford Cres.				
Beechwood Avenue				
Chalkhill Barrow				
Elm Way				
Millennium Copse				



## MELBOURN PARISH COUNCIL

Pavilion : Legionella monitoring	Responsibility	Weekly (please note date completed)	Monthly (note insert date completed)	Quarterly (note insert date completed)	Annually (note insert date completed)
Record flushing of infrequently used outlets ** (run showers and taps, flush toilets – to be done weekly) – log when done	Wardens	09-10-23 <i>sp</i>			
Formal thermal control and hygiene regime – MPC to provide appropriate thermometer	Wardens				
Record cleaning and descaling	Cleaning contractor				
Showers – descale and disinfect	Cleaning Contractor				
Disinfect hot water unit in kitchen	Cleaning Contractor				
Hot water cylinders – check water temp (should be 60c)	Wardens				
Fit automatic flushing valves to expansion vessels OR flush regularly (to be carried out in conjunction with above **)	Wardens				
Service all TMVs annually – to be done as part of annual service of heating system	Heating contractor				
Check insulation to pipework where required	Heating contractor				

Date reported to PO	Location	Details	Reported by	Reported to Police	Incident No	Action taken and cost of repair
01/08/2023	Moor Play Park	Graffiti reported on play equipment	8 year old inspector			Men in green cleared the offending artwork. Busy body 8 year old inspected work.
02/08/2023	Millenium Copse	Tree for the Guides snapped	Wardens			Look into replacing the tree
05/09/2023	New Road	Hypodermic needles found by litter picker	Litterpicker			Litterpicker collected and has disposed of them. Also purchased a new sharps bin for village use.
25/09/2023	London Way	Gas sub station reported as unlocked and open.	Litterpicker			Reported to National Grid who have arranged for engineer to come and secure the premises. Keep note to check it has been locked.
28/09/2023	Moor Play Park	Tango swing seat broken and removed from structure.	Resident / Wardens			Reported to Hags as in warranty - Hags claim seat has been cut to remove someone who didn't fit! Hags looking in to a claim.
09/10/2023	Medcalfe Way / Orchard Rd	SV bollard knocked over - sharp metal etc	Warden			Reported to waterboard - also reminded of SV bollard on Orchard Rd - also reported. Chasing for response from Cambridge Water.
09/10/2023	The Moor	Flytipped freezer	Warden			Reported to County for removal.
16/10/2023	The Moor car park	Locked broke off gate by cars locked in?	Key holder			Graham replaced the padlock - office to look into security padlock options
16/10/2023	The Moor - New Rec	Sheltered seating set alight. Fire brigade attended.	Resident	Yes 17/10/23	DP-49170-23-3535-01	Reported to police. Area to be checked as safe by installers.



**A.C. Stoneworks**

Head Office - 47 Hillside, Orwell  
Royston SG8 5QZ

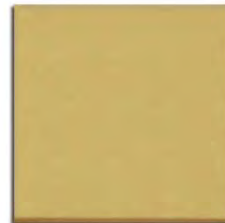
Tel: 020 8360 7222 or 01223 208351

Mobs: 07958 537970/07779 410719

[www.acstoneworks.co.uk](http://www.acstoneworks.co.uk)

F.A.O - Alex Coxall & Abi Williams  
Melbourn Parish Council  
Melbourn Community Hub  
30, High Street  
Melbourn  
Cambs SG8 6DZ  
Tel - 01763 263303 ( Opt 3)  
[parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk)

10<sup>th</sup> Oct 2023



**Cemetery plaque, Melbourn**

Dear Alex & Abi

Thank you for asking A.C Stoneworks to give you an costing for the above memorial in the above cemetery. I presume you have a plot area in mind I will need the exact area you in due course if you want us to fit it.

The memorial will be placed a concrete landing in accordance with British standards BS8415.

This costing is based on a 18 x 18 "square plaque 4" high lowering to 2".

The time scale for this, is in excess of 20 weeks and the costings have surprised me, I may be able to find cheaper options but that would be a polished or unpolished light grey granite BUT that does not fit in with the traditional type stone more fitting for this memorial. Please let me know

**Estimate 18 x 18 4-2" in Yorkstone OR Portland**

1 x Memorial - as above	£947.00
1 x fitting to landing	£75.00
38 x letters cut & Blacked @ £3.25 per letter/character	£123.50
1 x Celtic design cut & black	£75.00
Sub Total	£1220.50

Vat @ 20%	£244.10
<b>Grand total</b>	<b>£1464.60</b>

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If happy to proceed I will need ONE copy of the layout signed and returning, and a 50% deposit. Please indicate York or Portland choice of stone (or a requote for a honed granite)  
The time to completion is approx. 20-36 weeks approx. (usually sooner)

Deposits payable by BACS (preferred) or Cheque

**HSBC BANK**

**Sort Code - 40-20-23**

**Acc No - 01808303**

**Account Name - A.C Stoneworks**

**Ref - Saxon memorial - Melbourn**

If you have any questions, then please do not hesitate to contact on the following office number - 01223 208351/0208 360 7222 I look forward to speaking to you soon.

With thanks

Mrs Sara J Paris

For & on behalf of A.C.Stoneworks.

\*Valid for 30 Days

## **A.C Stoneworks**

Inscription proof.

Please check carefully, Spelling, Dates, Artwork and tick as required

A, The details of this proof are correct. Please Proceed

B. Having made alterations I require a further proof

Most important - this is how the inscription will appear once approved. RECTIFICATIONS OF ANY ERRORS WILL BE CHARGED.

Clients Signature.....

Date.....



**HERE LIES THE  
ANGLO SAXON  
FAMILY,  
BURIED XXXX**





**From:** Stanley Reynolds <stonehouse64@icloud.com>  
**Sent:** 05 October 2023 16:29  
**To:** parish clerk  
**Subject:** Re: Anglo Saxon Memorial

**Flag Status:** Flagged

Dear Alex and Abi

I've attached an image of a honed (non-reflective) black granite tablet that I currently have in stock, measuring 18" wide x 15" front to back, sloping from 3" down to 1.5" which could also be supplied in the different types of stone I've included below, all of which, I can make from the 18" x 15" x 3" slabs I have in stock

To supply and fit in any of these options, up to the stated size would be £895 plus £8 per letter for a computer-generated inscription or £25 per letter for a hand carved inscription

I would be pleased to quote for a larger tablet if required

I am not vat registered

Hopefully this has been of some help, but please do let me know if I can be of further assistance

Best wishes, Stan





On 2 Oct 2023, at 14:13,

parishclerk@melbournparishcouncil.gov.uk wrote:

Perfect, thanks so much Stan.

Best Wishes

**Alex Coxall & Abi Williams**  
Parish Clerk

Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

Tel: 01763 263303 (option 3)  
[assistantclerk@melbournparishcouncil.gov.uk](mailto:assistantclerk@melbournparishcouncil.gov.uk)  
<http://melbournparishcouncil.co.uk>

**Please note: My working hours are usually Monday to Thursday, 9.30am – 2.30pm**  
The Parish Office opening hours are 10am – 1pm / 2pm – 3pm Monday to Friday

**The Parish Office will be closed from 1.30pm on Thursday 31<sup>st</sup> August and will reopen at 10am on Monday 4<sup>th</sup> September.**

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You may request to be removed as a contact at any time: [parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk)

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**From:** Stan Reynolds <[stonehouse64@hotmail.co.uk](mailto:stonehouse64@hotmail.co.uk)>

**Sent:** 02 October 2023 06:31

**To:** [parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk)

**Subject:** Re: Anglo Saxon Memorial

Dear Alex and Abi

Many thanks for your enquiry.

I will forward options and images when next in my office during this week.

Best wishes, Stan

Sent from my iPhone

On 27 Sep 2023, at 13:52, [parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk) wrote:

Good Afternoon,

The Parish of Melbourn have an Anglo Saxon family buried in their cemetery, and the Parish Council are looking into the possibility of a memorial to mark to location of burial.

The Council have a ground memorial tablet (with a wedge) in mind, in a stone (not polished) material, engraved lettering, along the lines of "Here lies the Anglo Saxon family, buried xxxx"

Essentially, very simple and in keeping with the Saxon time period.

Would you please send us over some design ideas and a quote for the council to consider?

Many thanks in advance,

Best Wishes

**Alex Coxall & Abi Williams**  
Parish Clerk

Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn

Cambridgeshire  
SG8 6DZ

Tel: 01763 263303 (option 3)  
[assistantclerk@melbournparishcouncil.gov.uk](mailto:assistantclerk@melbournparishcouncil.gov.uk)  
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Proposed location for cycle parking at New Road Cemetery





## Posts for review

Home / Premises / Bike Racks & Shelters / Cycle Stand



### Cycle Stand

**£78.84** Ex. VAT **£94.61** Inc. VAT  
FREE DELIVERY

20+ units gets 3% off **£76.47** Ex. VAT  
10+ units gets 2% off **£77.26** Ex. VAT  
5+ units gets 1% off **£78.05** Ex. VAT

CODE: SHEFFIELD-NARROW In Stock (60 units)

1 **Add to Basket**

**Need it fast? Order within the next 1h, 01m, 06s for FREE GUARANTEED DELIVERY to mainland UK on Monday!**

[Chat now](#)

<https://www.theworkplacedepot.co.uk/cycle-stand>

Home / Street Furniture / Cycle Stands / Sheffield Cycle Stands

## Sheffield Cycle Stands

Sheffield bike stands are a cost-effective solution for encouraging staff and visitors to cycle. This stand allows you to lock the frame, front and rear wheel of your bicycle, safeguarding it against theft.

- Certified Made in Britain - Manufactured by Shelters4Less in Poole, Dorset
- Accommodates up to two bicycles, one on each side
- Lock bicycles to the stand by the wheel and frames using chains, padlocks, cables or D-locks
- Triplex anti-corrosion surface treatment guarantees your stands for 25 years
- Non-coloured stands supplied galvanised as standard and guaranteed for 25 years

### Surface Mounted Stands

Product Code	Description	Dimensions	Finish	Fixing	Colour	Price Per Stand		Qty
						1 - 9	10 +	
SR1660	Cycle Stand	H750 x W760mm	Galvanised	Surface Mount		<b>£37.99</b>	£35.99	<input type="text" value="0"/>
SR1661	Cycle Stand	H750 x W760mm	Powder Coated	Surface Mount	Black	<b>£36.99</b>	£34.99	<input type="text" value="0"/>

<https://www.shelters4less.co.uk/Street-Furniture/Cycle-Stands/Sheffield-Cycle-Stands>



### Hoop Cycle Stands

As Low As **£46.15**

- Popular design to provide storage for two cycles
- Surface mount supplied complete with 150mm x 150mm base plates to concrete in place
- Cycles can be locked to the stand by the wheels and frames using chains, padlocks, cables or D-locks
- Each stand can accommodate two cycles, one on each side
- Triplex anti-corrosion surface treatment guarantees your stands for 25 years
- Alternative anti-corrosion surface treatment, hot-dipped galvanising and epoxy powder coating, also available to respective ISO and BS EN standards – call or email for a free no-obligation price
- Non-coloured stands supplied galvanised as standard and guaranteed for 25 years
- Steel structure, treated with market-leading Triplex multi-layer powder coating to ISO 12944

Product Code	Description	Dimensions	Finish	Fixing	Colour	Price Per Stand		Qty
						1 +		
SHS05	Hoop Cycle Stand	960 x 840 x 140mm	Galvanised	Surface Mount		<b>£55.38</b>		<input type="text" value="0"/>
SHS11	Hoop Cycle Stand - Surface	H960 x W840mm	Powder Coated	Surface Mount	Black	<b>£84.00</b>		<input type="text" value="0"/>

<https://www.nobutts.co.uk/Cycle-Shelters-Storage/Cycle-Stands-Racks/Hoop-Cycle-Stands>

### Notes

- Decision needed if cycle racks are needed for cemetery
- If required – look at mounting options – surface mounting would be the easiest installation but may not be heavy duty



## parish clerk

---

**From:** parish clerk <parishclerk@melbournparishcouncil.gov.uk>  
**Sent:** 19 September 2023 15:01  
**To:** hello@shiretrees.co.uk  
**Subject:** RE: Quote 4932

Hi James

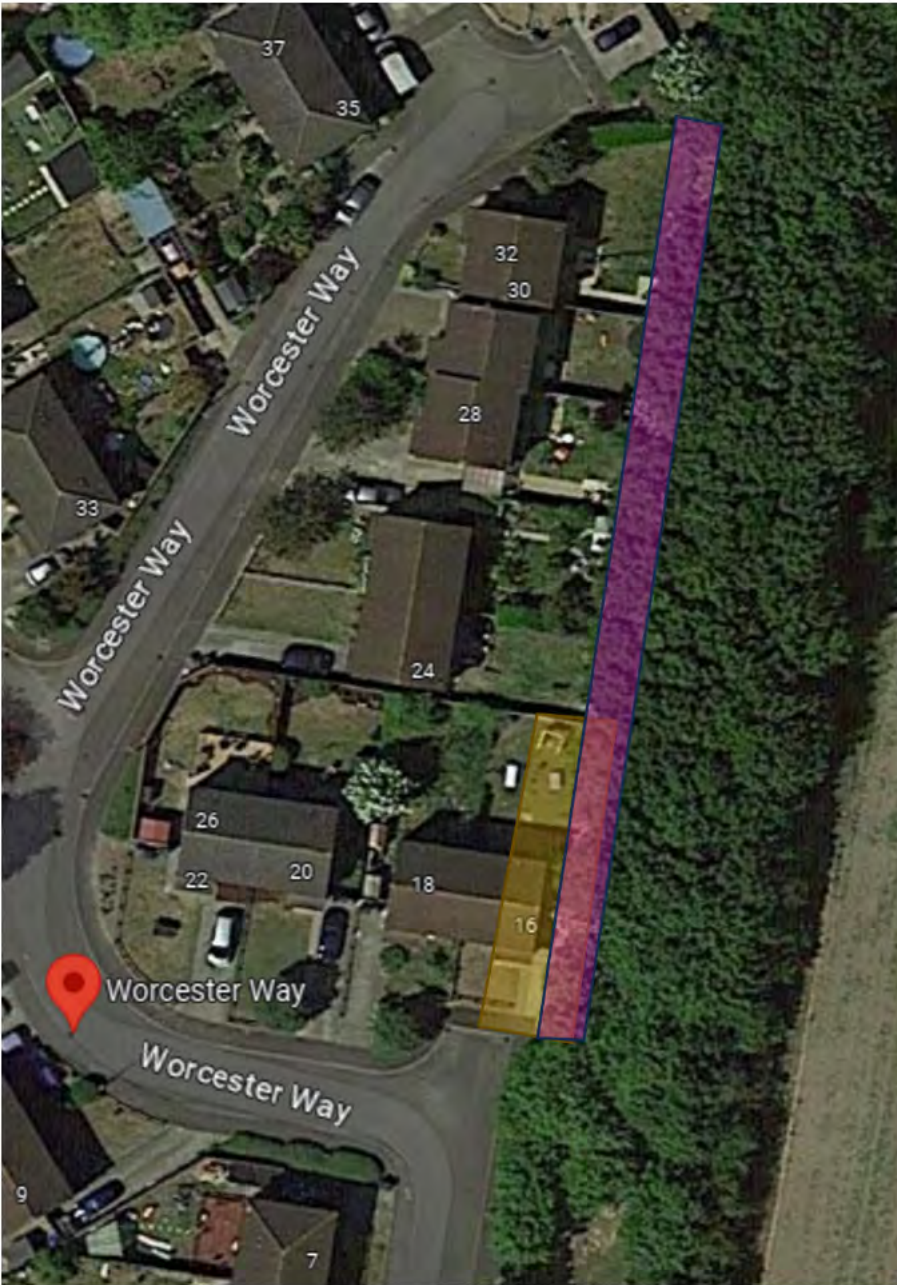
Thanks for your patience.

We look the review to committee and they have asked that we look at costs for working the whole run – so the bit shown in pink below:

Would you be able to quote for that and I will take it to the next committee meeting.

Thanks

Abi



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Melbourn Parish Council  
30 High Street, Melbourn  
Royston  
SG8 6DZ

Date Sent: 02/10/2023

#### Quote Information

Client Ref: 143  
Quote No: 5242  
Surveyor: James Cantle  
Site Ref: 7505  
Order No:

## Quote

**Site Address** 16, Worcester Way, Melbourn, SG8 6NH

Item No	Item	Description Of Work	Value
1	Mixed trees	Cut overhang to a height of the house along rear garden and front driveway of number 16 only (from yellow line)  No height reduction	£450.00
2	Mixed trees	Cut boundary shrubs and small trees (expect for mature Ash, Maple and Hornbeam) to waist height to maximize light and reduce overhang.  cut lower lateral growth on mature trees back to trunk (no height reduction)  Pink Line on photo attached	£1,250.00
1	Mixed trees	Cut hedges from entrance of field to the back of no.16 to waist height  Mature Ash near house, remove to trunk lateral branches to a height of the gutter	£650.00

Total Value: £2,350.00  
VAT (20%): £470.00  
Total Inc VAT: £2,820.00

## Shire Trees Limited

Company Registration: 10546603

Vat Number: 259613774

Registered Address: 1a Trigg Way, Melbourn, Royston, SG8 6HX

**Greenland Tree and Landscapes**  
39 Woodpecker way, Trumpington  
Cambridge  
Cambridgeshire  
CB2 9FB  
07954490151  
info@greenlandcb.co.uk  
<https://www.greenlandcb.co.uk/>  
VAT Registration No.: 358591163



## Quote

### ADDRESS

Melbourn Parish Council  
Melbourn Community Hub  
30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

**QUOTE NO.** 1720  
**DATE** 19/09/2023

DATE	DESCRIPTION	VAT	QTY	RATE	AMOUNT
	<b>Hedge Trimming</b>				
	-Cut side of Conifer hedge by Approx. 3ft-4ft to tidy up hedge	20.0% S	1	425.00	425.00
	-Trim top to match Bowls Club				

Quotation prepared by:

Simon Legge

Payment terms:

Payment to be made on completion of job.

SUBTOTAL 425.00  
VAT TOTAL 85.00  
TOTAL **£510.00**

### VAT SUMMARY

RATE	VAT	NET
VAT @ 20%	85.00	425.00

Accepted By

Accepted Date

**From:** Enquiries Lawrence <enquiries@majesticgardenservices.co.uk>  
**Sent:** 12 July 2023 17:55  
**To:** assistantclerk  
**Subject:** Re: Bowls Club Conifer, The Moor, Melbourn

Hi Alex

Cost to cut conifer field side and trim top to level with bowls club side £500+ vat

On Mon, 3 Jul 2023 at 13:53, assistantclerk <[assistantclerk@melbournparishcouncil.gov.uk](mailto:assistantclerk@melbournparishcouncil.gov.uk)> wrote:

Hi again Kenny,

Apologies, everything seems to be coming down this morning!

We also need to arrange to have the conifers at the bowls club cut so that it is even with work already carried out a week or two ago! Please would you also be able to quote for this?

Thank you

Best Wishes

Alex Coxall

Assistant to the Parish Clerk

Melbourn Parish Council

Melbourn Community Hub

[30 High Street](#)

Melbourn

[Cambridgeshire](#)

[SG8 6DZ](#)

Tel (01763) 263303 option 3

<http://melbournparishcouncil.co.uk>

**Please note my usual working days are Monday (9.30 - 2.30), Tuesday (9.30 to 11.30) and Thursday (9.30 to 2.30).**

The Parish Office opening hours are 10am – 1pm / 2pm – 3pm Monday to Friday

You have received this email from [Melbourn](#) Parish Council. The content of this email is confidential, may be legally privileged and intended for the recipient(s) specified in the message only. It is strictly forbidden to share any part of this message with any third party, without written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

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By Contacting Melbourn Parish Council you agree that your contact details may be held and processed for the purpose of corresponding.

You may request access to the information we hold on you: [parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk)

You may request to be removed as a contact at any time: [parishclerk@melbournparishcouncil.gov.uk](mailto:parishclerk@melbournparishcouncil.gov.uk)

To view Melbourn Parish Council's Privacy Notice please [click here](#)

**Bins 2023**

		Location	description	comment	2023/24	2024/25	25 onwards
1		83 High Street	Concrete with black bag	tucked behind bush and bench			
2		Back lane junction	Concrete with black bag	full/where litter pickers leave bags			
3		Black Horse	round wooden	recently replaced (2022) but suggested the need for a closed top bin			
4		North end bus stop	Concrete with black bag				
5		Vicarage Close Bus Stop	Concrete with black bag	well used			
6		Car park bus stop	metal litter and recycling	highlight to south cambs for recycling pilot			
7		Bin left to car park entrance	black plastic bin with top				
8		Footpath from Sheene Mill	green metal no top	tucked in brambles			
9		footpath to vicarage close	Concrete with black bag	slightly tucked away			
10		North end of village	green plastic with top	along cycle path			



11		outside old post office	Concrete with black bag	very well used - often over flows Would like additional bin as part of recycling trial with SCDC			
12		Primary School	Concrete with black bag				
13		Worcester Way	Concrete with black bag				
14		The Moor - new rec	recycling bin trial - SCDC	part of SCDC recycling trial			
15		War Memorial	Concrete with black bag				
16		Notice Boards	Concrete with black bag				
17		The Moor	Concrete with black bag	Complaint re litter blowing out into road / gardens			
18		Norgetts Lane	Concrete with black bag				
19		Palmers Way	round wooden				

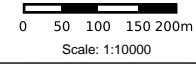
20		Beton Close	Concrete with black bag				
21		Moor Play Park	Concrete with black bag				
22		Rose Lane / Cross Lane	Black metal				
23		MVC field / Vicarge Close	green plastic with top				
24		Orchard Rd / Ash Grove	Wood and metal				
25		Maple Way / Beechwood Avenue	Wood and metal				
26		High Street / Leeches	Wood and metal				
27		New Road / Clear Crescent	Concrete				
28 - 31		Clear Crescent Play Park x 4					
32		Station Road					
33 - 39		The Moor x 7	Concrete				
40		Stockbridge Meadows		car park			
41		Stockbridge Meadows		Meadow			



Melbourn

Author: L. Administrator

Date: 12/10/2023





# Safety Inspection Report

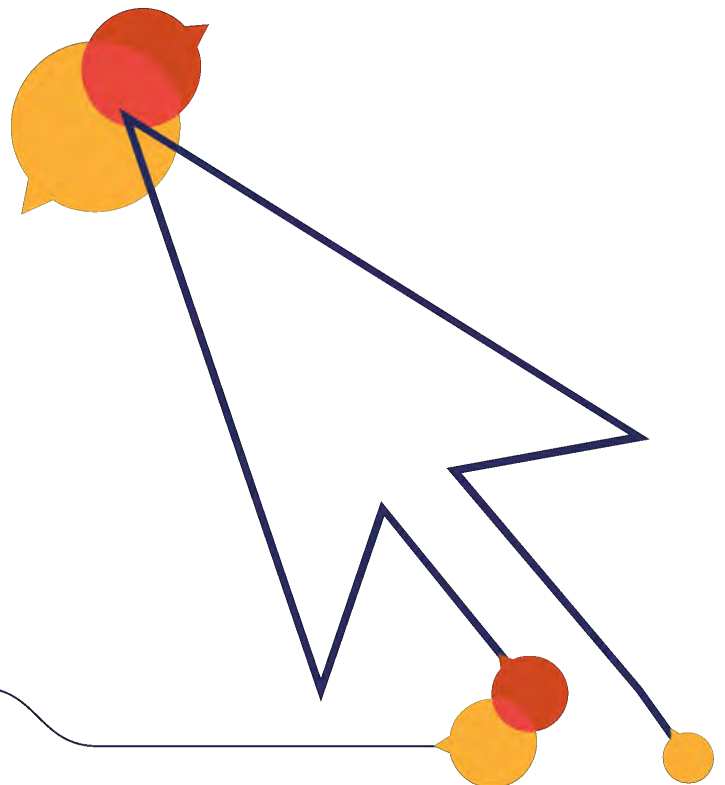
Annual Inspection

## Clear Crescent Play Area



Melbourn Parish Council

02 May 2023





# Safety Inspection Report

## Annual Inspection

Site name: **Clear Crescent Play Area**  
Date of inspection: **02 May 2023**  
Inspector: **David Owen**





## How to read your report

The assets on site are categorised as **Ancillary Items** or **Play Items**, and listed under those headings.

Each item is listed in the style shown in the image below, which contains labels to aid interpretation as follows:

- 1) The name of the asset
- 2) The manufacturer of the asset, if known,
- 3) The innate or default risk score of the asset, assuming it has no faults and complies with standards,
- 4) The actual risk score of the asset at the time of inspection, being the highest of the finding risks or the innate risk,
- 5) A statement about whether the item complies with the appropriate standards, including the names of those standards,
- 6) Details about findings, if any, including what is wrong (Description), what to do about it (Tasks), notes to aid understanding (Notes), and photograph(s) of the issue.

**Primary Items**

**Sample Asset Name** 1

Manufactured by Manufacturer Name 2

asset image here

Risk level:  
Low  
Potential risk score reduction: 1 3  
Remedial tasks: 1 4

Standards:  5  
EN 1176-1:2017, EN 1176-2:2017  
The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

**Finding**

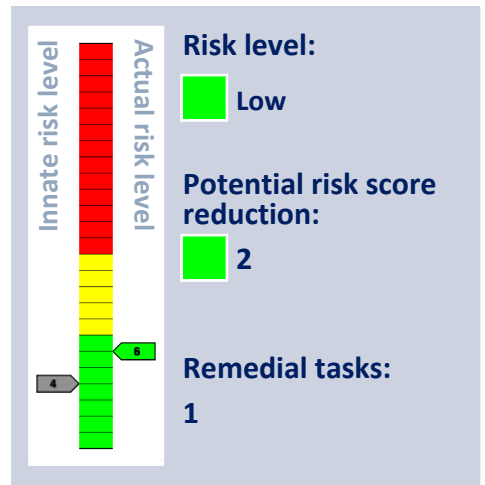
Description: Item is rusting in places. Risk level: Low  
Tasks: Replace. Risk score: 7 6  
Note: Two of the frame washers are rusting.

Finding Photos

asset image here      asset image here

Inspection 510000142594. Report produced on 16/12/2019 at 12:11:07 4

# Gates - Combination



## Maintenance Finding

### Description

The item is unlocked.

### Tasks

Lock.

### Note

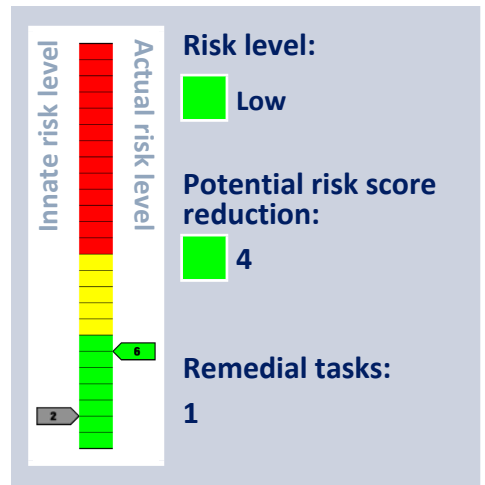
The maintenance gate is not locked and could be opened by the public. Clean out the drop bolt socket and lock the gate.



### Finding Photos



# Signage



## Maintenance Finding

### Description

Dog ban & ownership signs recommended.

### Tasks

See <https://www.rospa.com/en/Play-Safety/Advice/Signs>

### Note

Operator signs should be installed at each entrance with the correct information on them, operator's name and contact number etc. please see link attached. [www.rospa.com/Play-Safety/Advice/Signs.aspx](http://www.rospa.com/Play-Safety/Advice/Signs.aspx)

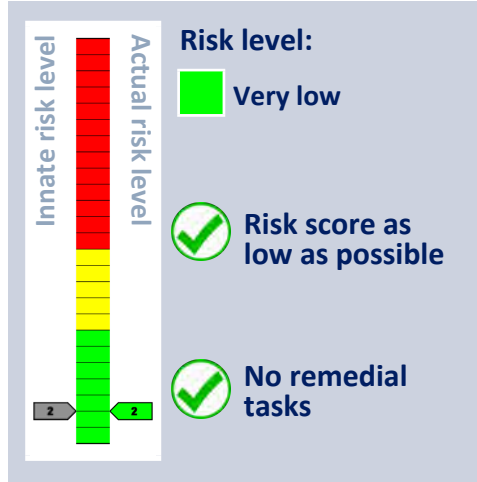


### Finding Photos





# Litter Bins



# Pathways



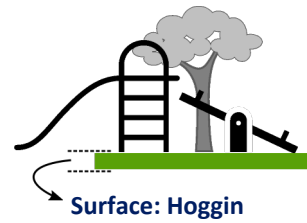
**Innate risk level**

**Actual risk level**

**Risk level:**  
Low

**Potential risk score reduction:**  
3

**Remedial tasks:**  
1



## Maintenance Finding

### Description

Surface has unintended grass, moss or weeds.

### Tasks

Remove.

### Note

Grass and weeds growing inside pathway. Remove.

**Risk level:**  
Low

**Risk score:**  
6

### Finding Photos





# Fencing - Perimeter Hedgerow



**Innate risk level**

**Actual risk level**

**Risk level:**

- Very low
- Risk score as low as possible
- No remedial tasks

# Seating - Picnic Tables

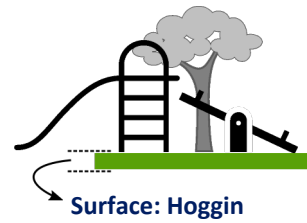


**Innate risk level**

**Actual risk level**

**Risk level:**

- Very low
- Risk score as low as possible
- No remedial tasks

A vertical scale with 10 segments. The top 3 segments are red, the next 4 are yellow, and the bottom 3 are green. A grey arrow points to the 3rd segment from the top, and a green arrow points to the 3rd segment from the bottom. To the right of the scale are three green checkmarks in circles, each corresponding to a text item.

# Seating



**Innate risk level**

**Actual risk level**

**Risk level:**

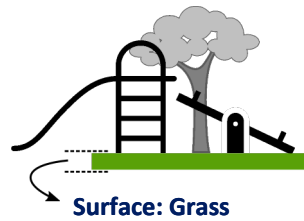
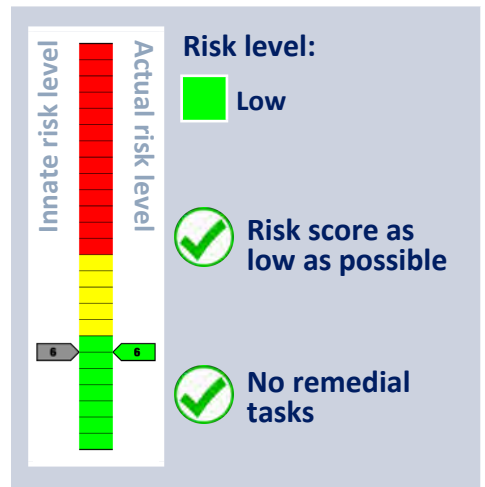
- Very low
- Risk score as low as possible
- No remedial tasks

A vertical risk level scale with 10 segments. The top 5 segments are red, the next 3 are yellow, and the bottom 2 are green. A grey arrow on the left points to the 3rd segment from the bottom, and a green arrow on the right points to the 3rd segment from the bottom. To the right of the scale are three status indicators: a green square, a green checkmark in a circle, and another green checkmark in a circle.



# Natural Play - Boulders

Manufactured by (Unknown)



## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# Log Stockade - With Balance Logs

Manufactured by Wicksteed Leisure Ltd



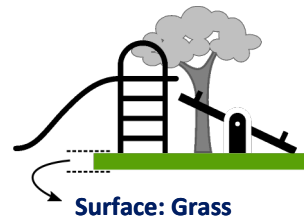
**Innate risk level** (Scale 1-11, 5 is marked)

**Actual risk level** (Scale 1-11, 11 is marked)

**Risk level:** Medium

**Potential risk score reduction:** 6

**Remedial tasks:** 2



## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Timber is decayed.

### Tasks

Replace affected parts.

### Note

One log balance beam decayed.

**Risk level:**

Medium

**Risk score:**

11

### Finding Photos





## Maintenance Finding

---

### Description

The timber components are slippery.

### Tasks

Remove slipperiness. Consider adding surface texture.

### Note

Log balance beams slippery when wet.

Risk level:

 Low

Risk score:

 6

### Finding Photos



# Rope Balance - Embankment

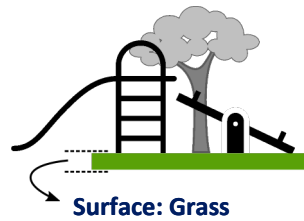
Manufactured by Wicksteed Leisure Ltd



**Risk level:**  
Medium

**Potential risk score reduction:**  
6

**Remedial tasks:**  
2



## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Bolt cap damaged.

### Tasks

Replace.

### Note

Replace.

**Risk level:**

Low

**Risk score:**

6

### Finding Photos



# Maintenance Finding

## Description

Fixtures loose or missing.

## Tasks

Tighten.

## Note

Rope eye bolt loose.

Risk level:

 Medium

Risk score:

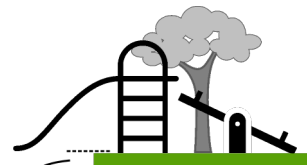
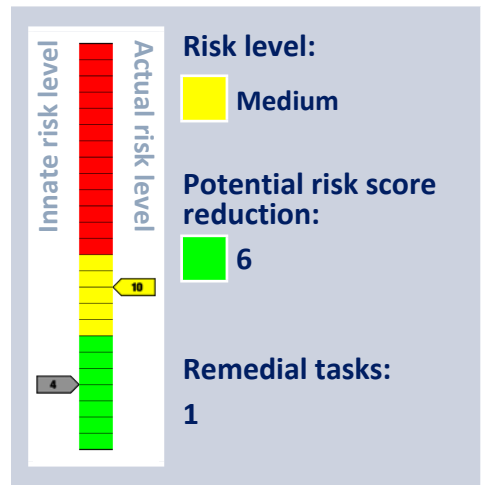
 10

## Finding Photos



# Slide - Embankment - With Log Steps

Manufactured by Wicksteed Leisure Ltd



Surface: Rubber - Mulch - Bonded

## Standards:



EN 1176-1:2017, EN 1176-3:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Timber is decayed.

### Tasks

Replace affected parts.

### Note

Top log is decayed through and loose in the ground, which could lead to a fall. Replace.

Risk level:

Medium

Risk score:

10

### Finding Photos





# Agility Bars - 3 Tier

Manufactured by HAGS Play Ltd



**Innate risk level** (Scale 1-10, 4 marked)

**Actual risk level** (Scale 1-10, 10 marked)

**Risk level:** Medium

**Potential risk score reduction:** 6

**Remedial tasks:** 1



## Standards:

EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Surface needs repair.

### Tasks

Replace.

### Note

Grass mats are damaged. Replace.

**Risk level:** Medium

**Risk score:** 10

## Finding Photos





# Climber - Net & Ladder

Manufactured by (Unknown)



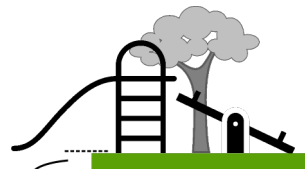
**Innate risk level** (Scale 1-10, 5 marked)

**Actual risk level** (Scale 1-10, 10 marked)

**Risk level:** Medium

**Potential risk score reduction:** 5

**Remedial tasks:** 8



Surface: Gravel - Resin Bound

## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Cap missing.

### Tasks

Replace.

**Risk level:**

Low

**Risk score:**

5

## Finding Photos



## Maintenance Finding

### Description

There is decay to timber components which may affect structural integrity. We do not recommend replacing rotten supports with timber posts which are directly set in the ground due to the increased problem of timber rot, especially in posts in contact with the ground.

Risk level:

 Low

Risk score:

 7

### Tasks

Read the notes for further action.

### Note

Posts are showing signs of softening and decay at ground level. Monitor.

### Finding Photos



## Maintenance Finding

### Description

Fixtures loose or missing.

Risk level:

 Medium

Risk score:

 10

### Tasks

Read the notes for further action.

### Note

Net fittings are loose to the posts. Remove fittings to check for corrosion and replace if found and then secure the net.

### Finding Photos



## Maintenance Finding

### Description

Item has some parts missing.

### Tasks

Replace the missing parts.

### Note

One rung and two hand holds missing. Replace.

Risk level:

 Low

Risk score:

 7

### Finding Photos



## Maintenance Finding

### Description

This equipment relies on one post for its stability. Special attention should be paid to maintenance (e.g. by monitoring degradation) and if necessary decommissioning the item before the end of its operating life.

### Tasks

Consult with the manufacturer's guidance to determine suitable maintenance.

Risk level:

 Medium

Risk score:

 9

### Finding Photos



## Maintenance Finding

### Description

RoSPA is concerned by accidents on some types of overhead ladders and rings. However, there is a strong development value in these items.

### Tasks

The protective surface under all bars and rings must be kept in good condition.

Risk level:

 Low

Risk score:

 5

### Finding Photos



## Maintenance Finding

### Description

The surface is cracking.

### Tasks

Repair.

### Note

The surfacing is cracking and damaged.

Risk level:

 Low

Risk score:

 6

### Finding Photos



## Maintenance Finding

### Description

The core of the wire is exposed.

### Tasks

No reasonably practicable action is identified.

### Note

Replace net when wire is broken.

Risk level:

 Low

Risk score:

 4

### Finding Photos





# Multiplay - Junior

Manufactured by Wicksteed Leisure Ltd



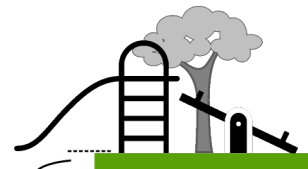
**Innate risk level**

**Actual risk level**

**Risk level:**  
Low

**Risk score as low as possible**

**Remedial tasks:**  
1



Surface: Rubber - Mulch - Bonded

## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Vandalised (arson).

### Tasks

No reasonably practicable action is identified.

### Note

Two burn marks inside the tunnel. Monitor.

**Risk level:**

Low

**Risk score:**

4

### Finding Photos



# Agility Trail - 7 Element

Manufactured by Wicksteed Leisure Ltd



**Innate risk level** (Scale 1-10, 4 marked)

**Actual risk level** (Scale 1-10, 9 marked)

**Risk level:** Medium

**Potential risk score reduction:** 5

**Remedial tasks:** 4



## Standards:

EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Bolt(s) loose.

### Tasks

Tighten.

### Note

Burma bridge bolt loose.

**Risk level:** Medium

**Risk score:** 8

### Finding Photos



## Maintenance Finding

### Description

This equipment relies on one post for its stability. Special attention should be paid to maintenance (e.g. by monitoring degradation) and if necessary decommissioning the item before the end of its operating life.

### Tasks

Consult with the manufacturer's guidance to determine suitable maintenance.

Risk level:

 Medium

Risk score:

 9

### Finding Photos



## Maintenance Finding

### Description

Strimmer damage to supports is likely to accelerate timber rot.

### Tasks

Prevent further damage.

Risk level:

 Low

Risk score:

 4

### Finding Photos



## Maintenance Finding

### Description

The core of the wire is exposed.

### Tasks

Read the notes for further action.

### Note

The rope is rubbing on the balance beam and wearing down to the wire. Monitor for broken wires and replace if found.

Risk level:

■ Low

Risk score:

■ 6

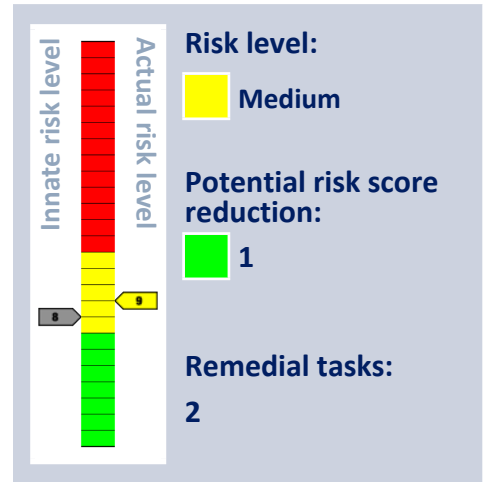
### Finding Photos





# Swing - Mixed - 3 Bay 1 Accessible 1 Basket 3 Junior Seat (2300 mm)

Manufactured by Wicksteed Leisure Ltd



## Standards:



EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.



## Maintenance Finding

### Description

Moving parts require greasing.

### Tasks

Apply lubricant according to the manufacturer's instructions.

### Note

The basket seat hangers are squealing.

Risk level:

 Low

Risk score:

 6

### Finding Photos



## Maintenance Finding

### Description

Surface needs repair.

### Tasks

Replace.

### Note

Grass mats missing and loose.

Risk level:

 Medium

Risk score:

 9

### Finding Photos



# Rocker / Rotator - Chair - Space Rocket

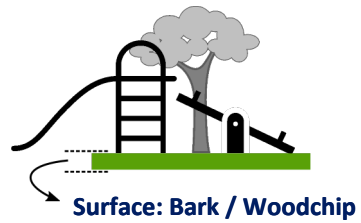
Manufactured by Wicksteed Leisure Ltd



**Risk level:**  
Medium

**Potential risk score reduction:**  
4

**Remedial tasks:**  
1



## Standards:



EN 1176-1:2017, EN 1176-5:2019

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# Maintenance Finding

## Description

Surface needs repair.

## Tasks

Repair.

## Note

The surfacing has worn away exposing and damaging the liner beneath. Grass & weeds have grown inside. The plastic edging strips are sharp. The whole area requires immediate repairs and alterations. Bark requires topping up.

Risk level:

 Medium

Risk score:

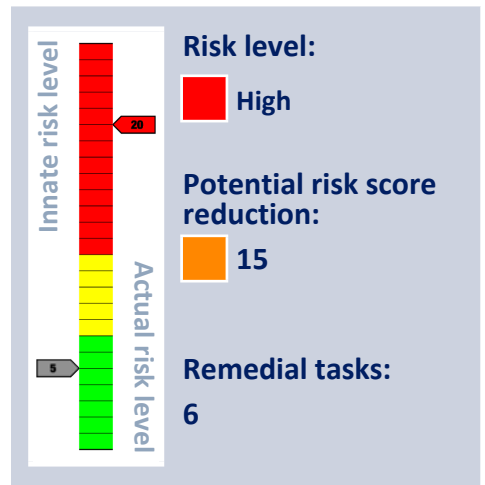
 9

## Finding Photos



# Cableway

Manufactured by Wicksteed Leisure Ltd



## Standards:



EN 1176-1:2017, EN 1176-4:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Chains links worn.

### Tasks

Replace the worn parts.

### Note

Chain link and seat connector worn.

**Risk level:**

Medium

**Risk score:**

12

### Finding Photos



## Maintenance Finding

### Description

Cables have been known to fail under load due to wear and corrosion. This is generally where the cable enters into a tube, top bar, sleeve or similar, where the wire is in contact and wears and frays over time, but can happen anywhere on the cable. It is important to inspect any hidden parts at least annually. Damaged cables require replacement. This cannot be determined during an annual inspection, and is excluded from our inspection. This can lead to a high risk if no action is taken. Refer to the manufacturer's instructions to ensure the correct check is carried out.

Risk level:

 Medium

Risk score:

 11

### Tasks

Conduct an appropriate dismantling inspection.

### Finding Photos



## Maintenance Finding

### Description

Item is not working.

### Tasks

Repair.

### Note

Traveller brake not working.

Risk level:

 Low

Risk score:

 5

### Finding Photos





## Maintenance Finding

### Description

Item has some parts missing.

### Tasks

Replace the missing parts.

### Note

Traveler's plastic guard is missing.

Risk level:

 Low

Risk score:

 6

### Finding Photos



## Maintenance Finding

### Description

Strimmer damage to supports is likely to accelerate timber rot.

### Tasks

Prevent further damage.

Risk level:

 Low

Risk score:

 6

### Finding Photos



# Maintenance Finding

## Description

Timber is decayed.

## Tasks

Replace affected parts.

## Note

Support decayed.

Risk level:

 High

Risk score:

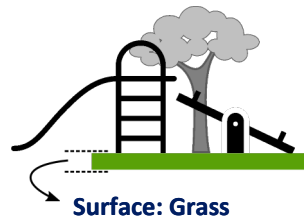
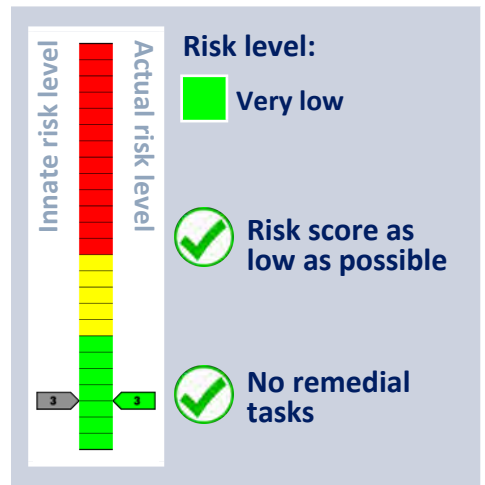
 20

## Finding Photos



# Play Panel - Bats

Manufactured by Wicksteed Leisure Ltd



## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# Rocker - Elephant

Manufactured by Wicksteed Leisure Ltd



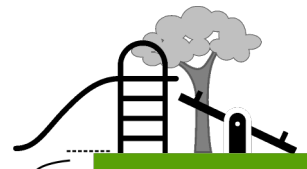
**Innate risk level**

**Actual risk level**

**Risk level:**  
Low

**Risk score as low as possible**

**Remedial tasks:**  
1



Surface: Rubber - Mulch - Bonded

## Standards:



EN 1176-1:2017, EN 1176-6:2017

The item is not compliant with the requirements of the relevant standards. The surfacing meets with the requirements of the relevant standards.

## Standard Compliance Finding

### Description

Protruding handles / foot rests.

### Tasks

No reasonably practicable action is identified.

**Risk level:**

Low

**Risk score:**

4

## Finding Photos





# Rocker - Motorbike

Manufactured by Wicksteed Leisure Ltd



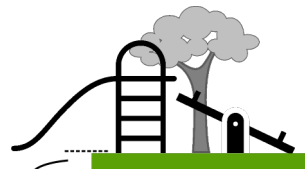
**Innate risk level**

**Actual risk level**

**Risk level:**  
Low

**Risk score as low as possible**

**Remedial tasks:**  
1



Surface: Rubber - Mulch - Bonded

## Standards:



EN 1176-1:2017, EN 1176-6:2017

The item is not compliant with the requirements of the relevant standards. The surfacing meets with the requirements of the relevant standards.

## Standard Compliance Finding

### Description

Protruding handles / foot rests.

### Tasks

No reasonably practicable action is identified.

**Risk level:**

Low

**Risk score:**

4

## Finding Photos





# Swing - Toddler - 1 Bay 2 Seat (2300 mm)

Manufactured by Wicksteed Leisure Ltd



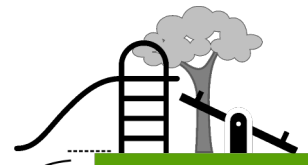
**Innate risk level** (Scale 1-10, 4 marked)

**Actual risk level** (Scale 1-10, 10 marked)

**Risk level:** Medium

**Potential risk score reduction:** 6

**Remedial tasks:** 2



Surface: Rubber - Mulch - Bonded

## Standards:



EN 1176-1:2017, EN 1176-2:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Fittings are rusty.

### Tasks

Replace.

### Note

Cradle seat fittings rusty. Replace.

**Risk level:**

Medium

**Risk score:**

10

### Finding Photos



## Maintenance Finding

### Description

Wicksteed recommend that during routine inspections the area on the swing where the side frames meet the vertical support be checked for any cracks. In the event of cracks being found then remove the seats and contact Wicksteed for further advice.

Risk level:

 Very low

Risk score:

 1

### Tasks

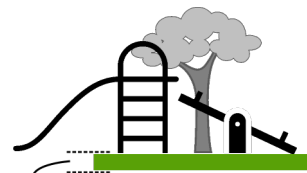
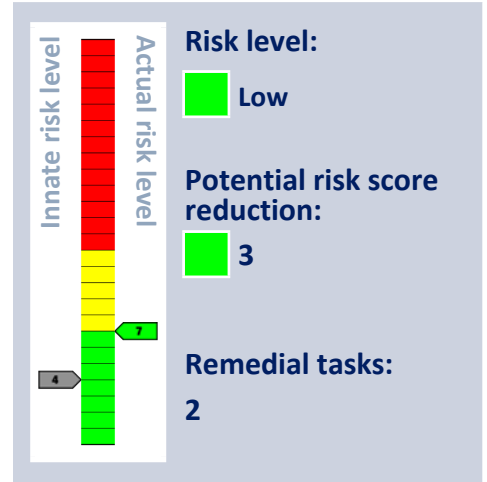
Conduct the checks and take action as necessary.

### Finding Photos



# Play Train & Carriage - With Play Panel - Station

Manufactured by Wicksteed Leisure Ltd



Surface: Rubber - Mulch - Bonded

## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Fixtures loose or missing.

### Tasks

Tighten/replace.

### Note

Seat rest panels loose. Secure.

Risk level:

 Low

Risk score:

 7

### Finding Photos



## Maintenance Finding

### Description

Item has some parts missing.

### Tasks

Replace the missing parts.

### Note

Shop shelf missing.

Risk level:

 Low

Risk score:

 4

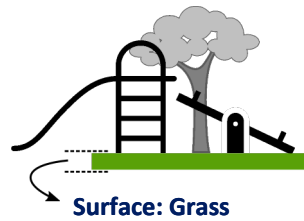
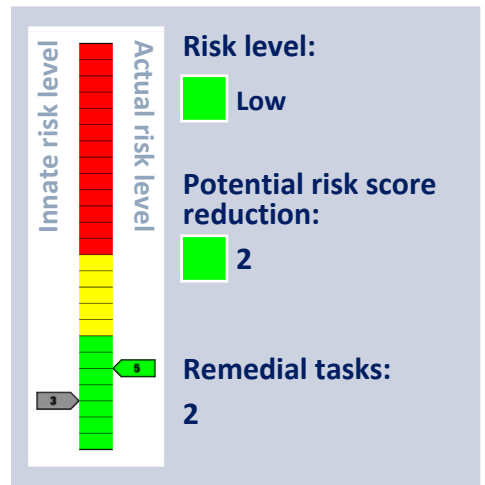
### Finding Photos





# Play Panel - Mirror

Manufactured by Wicksteed Leisure Ltd



## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Cap missing.

### Tasks

Replace.

### Note

Post caps missing where objects could be inserted and water ingress is likely to occur.

**Risk level:**

Low

**Risk score:**

5

## Finding Photos





## Maintenance Finding

### Description

Item is bent.

### Tasks

Read the notes for further action.

### Note

Mirror bent. Monitor for splits / cracks, replace if found.

Risk level:

■ Low

Risk score:

■ 5

### Finding Photos



# Stepping Posts - Mushroom x 3

Manufactured by Wicksteed Leisure Ltd



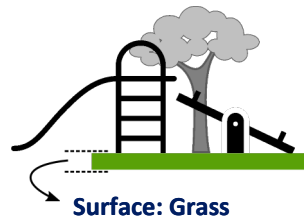
**Innate risk level**

**Actual risk level**

**Risk level:**  
Very low

✓ Risk score as low as possible

✓ No remedial tasks



## Standards:

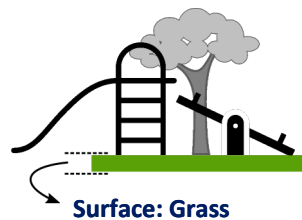
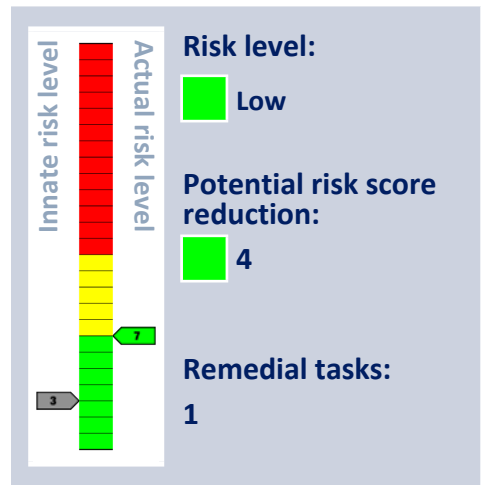


EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

# Play Panel - Spooky Pairs

Manufactured by Wicksteed Leisure Ltd



## Standards:

EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Ground erosion present.

### Tasks

Consider adding grass matting to prevent wear.



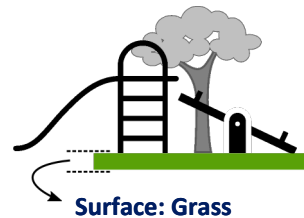
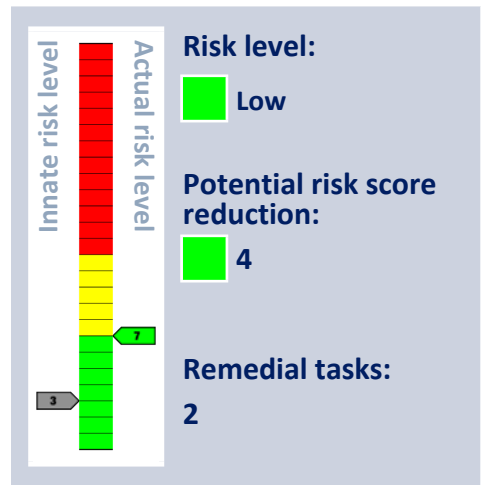
## Finding Photos





# Play Panel - Make it Rain

Manufactured by Wicksteed Leisure Ltd



## Standards:



EN 1176-1:2017

The item and its surfacing (where applicable) meet with the requirements of the relevant standards.

## Maintenance Finding

### Description

Bolt cap damaged.

### Tasks

Replace.

### Note

Replace.

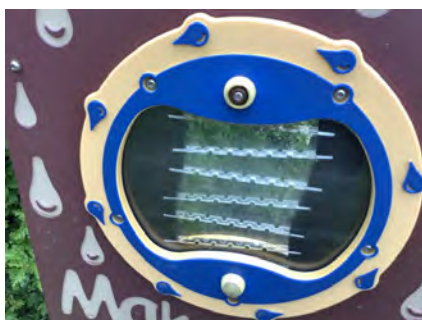
Risk level:

Low

Risk score:

6

### Finding Photos



## Maintenance Finding

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### Description

Ground erosion present.

### Tasks

Consider adding grass matting to prevent wear.

Risk level:



Low

Risk score:



7

### Finding Photos





## General Notes

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The risk scores are calculated by plotting the likelihood of harm against the severity of the injury sustained. The likelihood is given a score of 1 to 5, and the severity is given a score of 1 to 5. In doing this a matrix is produced which gives a numerical assessment of the risk on a score of 1 to 25, and a judgement is made as to which risks are low, which are medium and which are high. Risk scores may be adjusted in the light of experience and therefore may not be exactly as per the table. For example, a score of 7 may be noted.

Risks are calculated in this way:

1. An assessment of the likelihood of harm taking place is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Rare
  - b. 2 = Unlikely
  - c. 3 = Moderate
  - d. 4 = Likely
  - e. 5 = Certain
2. An assessment of the severity of the injury sustained is made using the numbers 1 to 5, by following these descriptions:
  - a. 1 = Insignificant
  - b. 2 = Minor
  - c. 3 = Moderate
  - d. 4 = Major
  - e. 5 = Catastrophic
3. The two numbers are multiplied to give a risk score on a scale of 1 to 25.
4. Scores of 1 to 7 inclusive are considered to be low risk and are considered to be tolerable where this is the innate risk of the item, but where remedial works are identified these should be undertaken,
5. Scores of 8 to 12 are considered to be medium risk and some control measures may be identified to reduce the risks to low, tolerable levels,
6. Score of 13 and above are considered to be high risk and urgent action is considered to be necessary to reduce the risks to tolerable levels.

## General Notes

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It is important to note that where an outcome is catastrophic, but for which the likelihood is rare this will present a score of  $1 \times 5 = 5 =$  low risk. Similarly, a certain event for which the consequence is insignificant will present a score of  $5 \times 1 = 5 =$  low risk. It is important to consider likelihood and consequence, and not just one of the factors in isolation.

The multiplication of the factors into a risk matrix is given here in Table 1, with a judgement made as to risk scoring indicated by colour.

Green = LOW risk, Amber = MEDIUM risk, Red = HIGH risk.

Table 1 – Risk Score Matrix

		Severity				
		1 Insignifi- cant	2 Minor	3 Moderate	4 Major	5 Catastro- phic
L i k e l i h o o d	1 = Rare	1 LOW	2 LOW	3 LOW	4 LOW	5 LOW
	2 = Unlikely	2 LOW	4 LOW	6 LOW	8 MEDIUM	10 MEDIUM
	3 = Moderate	3 LOW	6 LOW	9 MEDIUM	12 MEDIUM	15 HIGH
	4 = Likely	4 LOW	8 MEDIUM	12 MEDIUM	16 HIGH	20 HIGH
	5 = Certain	5 LOW	10 MEDIUM	15 HIGH	20 HIGH	25 HIGH

## General Notes

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### Inspection Scope

The inspections are undertaken using the RPII's inspection scope.

### Compliance with Standards

Inspections are undertaken with reference to the appropriate standards, which are listed next to each item. Compliance with these standards is not mandatory in law, but it is useful to know whether items comply or not. If we think a change is needed, then this is noted in our report. Non-compliance does not necessarily mean that a change is needed. Where a standard is undated the current version is applied, unless overlap periods are allowed by the standards committee at the time of update. The information provided herein is to assist the owner/operator to fulfil its responsibilities as detailed in the relevant standards. Other standards referenced within the listed standards do not form part of this inspection, unless they are also explicitly listed here.

The listed standards are relevant to all installations of equipment which are publicly accessible, including public parks, pay to play parks, schools, nurseries, public houses, holiday parks, indoor play centres, farm parks and the like. All equipment used in publicly accessible areas should meet with the requirements of the relevant listed standard.

Additionally, EN 1176-7 provides guidance on installation, inspection, maintenance and operation to owners/operators of equipment and ancillary items. In the United Kingdom the National Foreword forms an important part to the understanding and implementation of the recommendations set out in EN 1176-7. It clarifies the application of the document within the UK as best practice guidance, as the document has been used since its initial publication. Therefore the EN 1176-7 contains no requirement in the UK and needs to be read and implemented as guidance, with the use of the terms 'shall' therefore becoming a recommendation, as in the term 'should'.

Domestic equipment falls outside the scope of standards for publicly accessible spaces. Domestic play equipment has its own standard (BS EN 71 – Safety of Toys). Where domestic equipment can be identified this will be acknowledged in the report, but compliance may be assessed to the applicable standard relating to publicly accessible equipment.

When water play items, including spray parks, are inspected any comments concerning compliance within the inspection will refer to EN 1176. We have not assessed these against the requirements of EN 17232 (Water play equipment and features).

Compliance with standards is not always a clear-cut thing. Some interpretation can be needed, and our interpretation may differ from the interpretation of others. In some cases, we may decide not to note non-compliance in cases where we think it may mislead or be unhelpful so to do.



## General Notes

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### What We Inspect

Annual and Post Installation inspections will take into consideration compliance with current standards and defects related to wear and vandalism. Items not listed in the report have not been included in the inspection. The inspection will cover the playground equipment and the active area (that area which is obviously part of the playground), nominally up to 3.0 metres around, the fence line if closer, or other areas as agreed.

Operational inspections only take into consideration defects related to cleanliness, equipment ground clearances, ground surface finishes, exposed foundations, sharp edges, missing parts, excessive wear (of moving parts), structural integrity, wear and vandalism. Routine visual inspections (if undertaken) relate only to the most obvious defects such as broken or missing parts, vandalism and issues created by severe weather conditions (the intention is to identify hazards created by storm damage).

The inspection is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessments defined in the standard; however, the inspector will undertake a manual test for stability and if equipment fails under manual load, or any other hazard is identified as an unacceptable risk, the owner/operator will be notified as soon as practicably possible.

The inspector will access all reasonably accessible equipment and will assess all reasonably accessible parts above the standing surface. Where it is not possible to access parts of the equipment without employing an alternative means of access the report will record the action required by the owner/operator to ensure the continued safe use of the equipment. Ancillary equipment will be assessed using the inspector's knowledge and experience of the standards named in this document to ensure as far as is reasonably practicable the continued safe use of the items concerned. The owner/operator is responsible for the overall safety of the equipment and area. Inspectors who are trained to use ladders may use them where it is safe to do so, but if members of the public are present on site ladders may not be used to access the equipment.

### What We Don't Inspect

The inspector will not undertake any of the following works unless specifically agreed in writing at the time of order:

Checking the depth and underlying structural integrity of any surface areas and/or carrying out any testing of impact absorbing properties of any surfaces. The identification of any corrosion, rot or other deterioration in any apparatus or equipment other than by an external inspection or the inspection of any equipment (or part thereof) that is underground or beneath the playing surface. Tightening any bolts, hinges or other fixing devices on any apparatus or equipment. Assessing or inspecting any electrical installations contained on any site and/or apparatus and/or equipment. Assessing or inspecting any water supplies and/or water features and/or any associated computerised systems (including carrying out any programming).



## General Notes

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The owner/operator should have a 'design risk assessment' provided by the manufacturer/designer of the area for the equipment and location in which the facility is installed.

We have inspected without dismantling or destruction and so some aspects of the relevant standards may not be testable on site.

The operator is responsible for managing risks of their provision and is required by law to carry out a 'suitable and sufficient assessment' of the risks associated with a site or activity and this inspection shall be considered as contributing to the operator's discharge of this responsibility.

### **Exposure to Risk**

Exposure to acceptable levels of risk and challenge is essential to children's development and allows them to exercise their right to play. Therefore, it can be judged that levels of risk above low risk can be acceptable. The risk scores shown allow the operator to make a judgement after first considering the benefit of the activity to which the risk score relates.

### **Ownership**

There may be cases where we report issues that are not the site owner's responsibility. It is not necessarily possible for us to determine who owns what, and in any case we need to bring all risks to your attention if they can affect the safety of the site's users.

### **Contemporaneous Findings**

Our report shows the findings at the time of inspection. Subsequent events may affect the condition of the site. Suggested remedial actions are based upon our knowledge and experience. The owner/operator should seek the advice of the manufacturer or a competent person when undertaking repairs and/or modifications to equipment.

### **Timber**

Where timbers are set into the ground it is not always possible to determine levels of decay. The owner/operator should ensure it conducts appropriate inspections to identify decay before it becomes a problem.

We can undertake more in-depth testing of your playground timbers using resistance penetration.

Timber is known to decay from the inside out. This makes it very important that you ensure proper testing and inspection is undertaken of your playground timbers, especially where defects may be hidden inside the structures. Testing using resistance penetration can help to identify defects before they become outwardly apparent, but can also confirm the condition of good timbers to prevent premature replacement with its associated costs. The testing is undertaken using a specialist machine, which uses electronically controlled drill resistance measurement. The drill is fine enough that it does not cause permanent damage to reduce the lifespan of the equipment.

Please contact us for pricing and further information.

### **Planting and Trees**

Where planting or trees are mentioned in our report, please be advised that we do not undertake any arboricultural, horticultural or toxicological assessment of suitability or condition. You must ensure you undertake suitable inspections from an appropriate expert.





## General Notes

### How This Inspection Contributes to Your Annual Main Inspection

The owner/operator is responsible for following the guidance of the relevant standards. The standards give guidance on the installation, inspection, maintenance and operation of the various types of facility. The inspection guidance is listed in Table 1, with an indication of which parts will be included in your RoSPA inspection [the items in the first column are the items which comprise an “Annual Main Inspection”, the second column shows which elements form part of a RoSPA inspection, items with a cross are not included, some items may have limitations as shown in the notes to the Table 1). The standards also contain additional parts which the owner/operator should follow.

**Table 1**

Inspection Recommendations of relevant standards These form the Annual Main Inspection	Included in RoSPA Inspection?
6.1 d) Overall levels of safety of equipment (see note 1)	✓ [1]
6.1 d) Overall levels of safety of foundations (see note 1)	✓ [1]
6.2 d) Overall levels of safety of playing surfaces (see note 2)	✓ [2]
6.1 d) Compliance with the relevant parts of the standard and or risk assessment (see note 3)	✓ [3]
6.1 d) Effects of weather	✓
6.1 d) Presence of rot, decay or corrosion (see note 1)	✓ [1]
6.1 d) Assessment of repairs made or added or replaced components (see note 4)	✓ [4]
6.1 d) Excavation or dismantling/additional measures	✗
6.2.1 Assessment of glass reinforced plastics (see note 5)	✓ [5]
6.2.1 Inspection of one post equipment (see note 1)	✓ [1]
6.2.4 Undertaking the Operators inspection protocol	✓
6.2 c) Presence of rot or corrosion (see note 2)	✓ [2]
6.2 c) Assessment of repairs made/added or replaced components (see note 5)	✗
<p>N.B. The clause numbers above are taken from BS EN 1176-7:2020. The content is equally applicable to all other relevant standards. Playgrounds contains a range of equipment from different manufacturers and installed over a number of years; operators should implement any guidance provided by the manufacturer. Item specific detail is not readily available to RPII Playground Inspectors, whose report contributes to the operator’s overall Annual Main Inspection as details in the relevant standard.</p> <p>Notes</p> <p>[1] A manual test only is undertaken for stability. Wear and instability are only detectable where readily apparent without dismantling or destruction and without the use of tools, excavation or specialist equipment. Rot and corrosion are tested for with a hammer and/or steel rod. Decay in timber may exist which can only be found with specialist equipment. We therefore cannot be held responsible for the presence of such decay.</p> <p>[2] Only the visible condition and dimensional compliance of surface extent is considered. Neither testing of impact attenuating properties nor measurement of the thickness of bound surfaces are undertaken on annual inspections. We can conduct impact testing for additional fees.</p> <p>[3] The inspection assesses compliance where this can be tested on site using manual methods without dismantling, destruction and without the use of tools or specialist equipment</p> <p>[4] The operator should use manufacturer’s recommended parts, or equivalent. We are unable to verify if such parts have been used, and any subsequent change in quality or performance</p> <p>[5] Visible glass fibres will be noted in reports. The operator is responsible for repairs or replacement.</p>	

# EN 1176 Notes – Summary of Requirements

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## **PROTECTION AGAINST INJURIES IN THE FREE SPACE**

- \* No obstacles in the minimum space (other than structures to assist or safeguard the user)
- \* Traffic flows should not go through the minimum space

## **PROTECTION AGAINST INJURIES IN THE FALLING SPACE**

- \* Free height of fall should not exceed 3m \* No obstacles in the falling space \* Platforms with fall heights of more than 1m between them require surfacing

## **PROTECTION AGAINST INJURIES DUE TO OTHER TYPES OF MOVEMENT**

- \* No unexpected obstacles

## **SURFACING SAFETY REQUIREMENTS**

- \* Surfacing should have no sharp edges or protrusions \* Loose fills should be 100mm more than the depth required to meet the HIC reading (usually 200mm) \* Hard surfaces should only be used outside where children fall \* Testable Impact absorbing surfaces if falls over 600mm are possible. Topsoil or turf may be used up to 1m

## **DESIGN AND MANUFACTURE**

- \* The equipment must be suitable for the user and risks should be identifiable by the child \* Accessibility: adults must be able to gain access to help children \* Grip requirements: permitted diameter 16 - 45mm (i.e. overhead bars) \* Grasp requirements: maximum diameter 60mm (e.g. handrails on steps)

- \* Requirements for easily accessible equipment

## **FINISHING**

- \* Timber species and synthetics should be splinter resistant \* No protrusions or sharp-edged components \* Bolts should not protrude by more than 8mm \* Corners, edges or projecting parts over 8mm should have a 3mm radius. \* No hard and sharp-edged parts (e.g. razor blade effect caused by sheet steel) \* No crushing or shearing points
- \* Connections should not come loose by themselves and should resist removal. \* Timber connections should not rely solely on screws or nails. \* Leaking lubricants should not stain or impair the safety of the equipment

## **FIBRE ROPES**

- \* Conform to EN 701 or 919 or have a material and load certificate
- \* Ropes used by hands shall have a soft, non-slip covering

## **WIRE ROPES**

- \* Non-rotating and corrosion resistant with no splayed wires outside the ferrule \* Wire connector clip threads should protrude less than 8mm \* Turnbuckles should be enclosed, have a loop at each end and be secured

## **CHAINS**

- \* Maximum opening of individual links: 8.6mm in any one direction.
- \* Connecting links between chains must be less than 8.6mm or over 12mm

## **SWINGING SUSPENDED ROPES**

- \* Not combined with swings in the same bay \* Less than 2m long: over 600mm from static parts; over 900mm from swinging parts \* 2m - 4m long: over 1000mm from anything \* Diameter: 25 - 45mm

## **CLIMBING ROPES**

- \* Anchored at both ends and movement less than 20% of rope length
- \* Single climbing rope diameter: 18 - 45mm (nets comply with Grip requirements)

## **ENTRAPMENTS**

- \* Entrapment: a place from which children cannot extricate themselves unaided There are six probes: the Torso Probe, the Large Head Probe, The Small Head probe, the Wedge Probe and the two Finger Rods. There is a toggle test to reduce the dangers of clothing toggles being caught on slides, fireman's poles and roofs, and a ring gauge to test for rocker hand/foot rest protrusions.

## **BRIDGES**

- \* The space between the flexible bridge and rigid sides should be not less than 230mm

## **ENTRAPMENT OF FEET AND LEGS**

- \* Inclined planes (not suspension bridges) less than 38° should have no gaps over 30mm
- \* There are no requirements for suspension bridge gaps other than the main entrapment requirements

## **FINGER ENTRAPMENTS**

- These occur in: 1. gaps where child's movement may cause a finger to become stuck; 2. open-ended tubes; 3. moving gaps
- \* Tube ends should be securely enclosed and removable only with tools
  - \* Moving gaps should not close to less than 12mm

## **BARRIERS AND GUARD-RAILS**

- \* Hand-rail: a rail to help the child balance \* Guard-rail: a rail to prevent children falling \* Barrier: a guard-rail with non-climbable in-fill

## **HAND-RAILS**

- \* Where required they should be between 600 and 850mm above the standing surface

## **EQUIPMENT FOR UNDER 3'S**

- \* Platforms over 600mm require a barrier with a minimum height of 700mm high + impact absorbing surfacing

## **EQUIPMENT FOR OVER 3'S**

- \* Platforms up to 1000mm: No barriers or guard-rails required + impact absorbing surface over \* Platforms 1000-2000mm: 600 - 850mm high guard-rail + impact absorbing surfacing \* Platforms 2000-3000mm: 700mm high barrier + impact absorbing surfacing \* No bars, infills or steps which can be used as steps. Tops should discourage standing or sitting

## **MEANS OF ACCESS**

- The main change in this area is that the probes should now be applied to accesses. All means of access should have no entrapments; be securely fixed; be level to  $\pm 3^\circ$  (ramps across width) and have a constant angle. It does not refer to agility equipment used as an access i.e. arched climbers, scramble nets. There are specific measurements for ladders, stairs and ramps.

# EN 1176 Notes – Summary of Requirements

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## SWINGS

The main changes relate to requirements for new types of swings, dimensions and surfacing areas.

### REQUIREMENTS

\* No all rigid suspension members (i.e. solid bar top to bottom) \* Design should be principally for use by seated children (RoSPA interpretation) \* Two seats per bay maximum. Do not mix cradle and flat seats in same bay \* Some types of swings have slightly different requirements. Information should be obtained from the supplier \* Single point swing chains should not twist round each other \* Single point swings require a secondary bearing support mechanism

### DIMENSIONS

\* Minimum ground clearance at rest: 350mm (400mm for single point swings and tyres) \* No maximum seat surface height but RoSPA recommends a max. height of 635mm for cradles and flat seats \* Distance between seat and frame: 20% of swing suspension + 200mm \* Distance between seats: 20% of the swing suspension + 300mm \* Pivot splay (separation distance) at crossbar: width between seat fixings plus 5% of swing suspension length

### SITING

\* Swing sets for young children should be separated from those for older children and sited to avoid cross traffic

### SURFACING REQUIREMENTS

Forward and Back

\* Different areas for synthetic and loose-fill surfaces in a box or pit. Measurements each way are: 1. synthetic: 0.867 x length of suspension member + 1.75m 2. loose-fill: 0.867 x length of suspension member + 2.25m

Side width

\* Seat width no greater than 500mm: 1.75m minimum (i.e. .875m each way from seat centre)

\* Areas for two seats in one bay may overlap providing the distance between seats is correct

Single point swings

\* Circular area with a radius equal to the Forward and Backward figure for other swings

## SLIDES

### SAFETY REQUIREMENTS

\* Free-standing slides: the max. vertical height which a stairway can reach without a change of direction is 2.5m. \* Starting section at the top of each chute: length 350mm minimum, zero to 5° downwards at the centre line.

N.B. This can be the platform if the slide is attached to it \* If the starting section is over 400mm long, platform requirements apply \*

From a platform, the gap to the slide is the same width as the slide \* Attachment slides over 1m free fall height should have starting section barriers 500mm min. high at one point \* Attachment slides over 1m FFH should have a guard-rail across the entrance at a ht. of between 700-900mm

Sliding sections

\* Maximum angle: 60° at any one point and an average of 40° \* The width of open and straight slides over 1500mm long should be less than 700mm or greater than 950mm \* Spiral or curved slides should have a width less than 700mm

RUN -OUTS

\* Run-outs of at least 300mm are required if the sliding section is under 1.5m long. \* Additional requirements are required for different types of slides \* Average angle of run-outs: DIN type 10° (BS type) 5° (both downwards) \* Height of run-out: Less than 1.5m sliding length: max. 200mm. Greater than 1.5m sliding length: max. 350mm \* Users should come to a stop on the run-out section (BS type only)

\* Chutes should have a side height related to the fall height: 1.2m: 100mm minimum : 1.2m - 2.5m: 150mm minimum : Over 2.5m: 500mm minimum

\* Maximum side angle from slide bed: 30° \* Tops of sides should be rounded or radiused to at least 3mm \* Tunnel slides should be a minimum 750mm high and 750mm wide \* Tunnels should start on or at the end of the starting section and be continuous over the sliding section only

### SURFACING REQUIREMENTS

Normal distances except for the run-out which should be: \* DIN type: 1m each side and 2m beyond (or just 1.5m beyond for short slides) \* BS type: 1m each side and 1m beyond

## CABLE RUNWAYS

### SAFETY REQUIREMENTS

\* Stop at end should progressively slow down the traveller \* Traveller should not be removable except with tools \* No access to internal mechanism \* Suspension mechanism: flexible, exclude risk of strangulation or be at least 2m above the ground in the middle \* Where children hang by the hands, the grip should not be enclosed (i.e. a loop)

\* Climbing should be discouraged onto the grip \* Children should be able to get off the seat at any time (i.e. no loops or straps) \*

Maximum loaded (69.5kg) speed is 7m per second \* If two cables are placed parallel the min. distance between them is 2m

### IMPACT AREAS

\* 2m either side of main cable

## ROTATING ITEMS

The main changes are in clearer separation into different types. A change in the clearance between the underside and the ground will affect older items. The change should provide greater safety. NOTE: Rotating items under 500mm diameter are excluded from these requirements

### SAFETY REQUIREMENTS

\* Maximum free height of fall: 1000mm (For overhead items: 1500 - 3000mm) \* Max. speed at periphery under reasonable use: 5m per second. As no method is given, this cannot be tested \* Hand grips should be between 16 - 45mm

### SPECIFIC REQUIREMENTS

There are specific requirements for different types of roundabout. The two most common ones are:

Platform roundabouts:

# EN 1176 Notes – Summary of Requirements

---

\* Platforms should be circular and enclosed \* All parts should revolve in the same direction \* No super-structure over the edge of the platform \* Mechanism should be enclosed \* Height between underside and ground 60 – 110mm for 300mm in \* Protective skirts should be of rigid material and have no burrs or other defects \* The bottom edge should be flared towards the inside or protected Giant revolving discs

\* Clearance of underside at lowest point: 300mm \* Max. platform height: 1m \* Free space: 3m \* Upper surface should be continuous, smooth and with no handles or grips \* Underside should be continuous, smooth and without any radial variations (i.e. spokes) or indentations

## MINIMUM SPACE

\* Free space: Horizontal: 2m all round \* Vertical head clearance from platform: sitting 1.5m ; standing 1.8m \* Small rotating items under 500mm diameter are excluded but RoSPA suggests as for rocking items

## SURFACING REQUIREMENTS

\* There are no special extra requirements for surfacing areas \* Surfaces should be continuous underneath and level

## ROCKING ITEMS

### DEFINITIONS

\* Rocking equipment which can be moved by the user and is supported from below

\* Damping: any movement restricting device. (N.B. Springs are treated as self-damping)

### SAFETY REQUIREMENTS

\* Throughout the range of movement gaps in all accessible joints should be under 12mm \* Progressive restraint at extremity of movement is required \* Foot rests should be provided where the ground clearance is less than 230mm \* Hand grips should be provided for each seat or standing position

\* Foot rests and hand grips should be firmly fixed and non-rotating \* Hand grip diameter: 16 - 45mm (for toddler items: 30mm maximum) \* Right -angled corners on moving equipment should be 20mm radius min. (e.g. a bird's beak)

### MINIMUM SPACE

\* 1000mm between items at maximum movement.

### SURFACING REQUIREMENTS

There are no special extra requirements for surfacing areas

## INSTALLATION, INSPECTION, MAINTENANCE AND OPERATION

### SAFETY

\* Appropriate safety systems must be established by the operator \* No access should be allowed to unsafe equipment or areas \* Records should be kept by the playground operator \* Effectiveness of safety measures should be assessed annually \* Signs should be provided giving owner details and emergency service contact points \* Entrances for emergency services should be freely accessible \* Information on accidents should be kept (RoSPA has a suitable form)

\* Staff and users should be safe during maintenance operations

### INSPECTION

\* Manufacturers will recommend the inspection frequency although some sites may need a daily check

Frequency

Routine visual inspections: identification of hazards from vandalism, use or weather conditions (RoSPA recommends a recorded daily or weekly inspection) Operational inspection: every 1 -3 months or as recommended. Checks operation, stability, wear etc. Annual main inspection: checks long-term levels of safety

\* An inspection schedule should be prepared for each playground, listing components and methods

\* Appropriate action should be taken if defects are noted

### ROUTINE MAINTENANCE

\* Basic routine maintenance details should be supplied by the manufacturer

### CORRECTIVE MAINTENANCE

\* This covers remedial work and repairs as required \* Alterations should only be carried out after consultation & agreement with the supplier or a competent person



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Playsafety Ltd is licensed by RoSPA to trade as RoSPA Play Safety  
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Alex Coxall  
Melbourn Parish Council  
Melbourn Community Hub 30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

## QUOTATION

QUOTE REF: WLLQ8735

Eco tumble safety surfacing

Quotation from:

Claire Brickell

01536 295 403

[team5@wicksteed.co.uk](mailto:team5@wicksteed.co.uk)

Date: 31/07/2023

Valid to: 31/08/2023

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

This price is subject to a site visit.

Our approximate lead time is 6 weeks upon receipt of order.

Any Installations work including painting and surfacing, are subject to weather permitting.

Code	Description	Unit	Qty	Total
<b>Supply &amp; Install of the following at Clear Crescent Play Area:-</b>				
ETSPEC	To supply and lay 74.5m <sup>2</sup> of EN1177 certified Eco tumble. Colour of mulch to be agreed from: greens, browns, beige & mahogany red (colours can be blended). Colour wetpour wear pads have been allowed for in high foot traffic areas With 16m <sup>2</sup> of wetpour wearpads in standard colour, 10m <sup>2</sup> for the swings & 6m <sup>2</sup> for the Agility bars.	£10,644.62	1.0	<b>£10,644.62</b>
<b>SubTotal</b>				<b>£10,644.62</b>

Notes: **E&oe**. Images are indicative. Colours shown are subject to change.

**Total excluding VAT**

**£10,644.62**

Should you require additional support please don't hesitate to contact us.



## Terms & Conditions of Sale

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

"**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Commencement Date**" has the meaning given in clause 2.2.

"**Company**" Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

"**Company Materials**" has the meaning given in clause 9.1.7.

"**Conditions**" these terms and conditions as amended from time to time.

"**Contract**" the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"**Consents**" has the meaning given in clause 9.1.6.

"**Control**" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

"**Customer**" the person or firm who purchases the Goods and/or Services from the Company.

"**Customer Default**" has the meaning given in clause 9.2.

"**Customer Premises**" has the meaning given in clause 9.1.3.

"**Delivery Location**" has the meaning given in clause 4.1.

"**Force Majeure Event**" has the meaning given to it in clause 16.

"**Goods**" the goods (or any part of them) set out in the Order.

"**Goods Specification**" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

"**Guarantees**" has the meaning given in clause 5.1.

"**Guarantee Period**" has the meaning given in clause 5.1.

"**Intellectual Property Rights**" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Order**" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"**Post-Installation Service**" an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

"**Practical Completion**" shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

"**Inspection Service**" an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

"**Services**" any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

"**Service Specification**" the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

#### 1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.



## 2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

## 3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

## 4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
- 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
- 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
- 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:  
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and  
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from [sales@wicksteed.co.uk](mailto:sales@wicksteed.co.uk) or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);





- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.





## **12. Confidentiality**

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **13. Limitation of liability**

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
- 13.4.1 loss of profits;
- 13.4.2 loss of sales or business;
- 13.4.3 loss of agreements or contracts;
- 13.4.4 loss of anticipated savings;
- 13.4.5 loss of use or corruption of software, data or information;
- 13.4.6 loss of or damage to goodwill; and
- 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

## **14. Termination**

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
- 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

## **15. Consequences of termination**

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



Alex Coxall  
Melbourn Parish Council  
Melbourn Community Hub 30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

## QUOTATION

QUOTE REF: WLLQ8731-01

Clear Crescent Play Area parts

Quotation from:  
Claire Brickell  
01536 295 403  
[team5@wicksteed.co.uk](mailto:team5@wicksteed.co.uk)

Date: 03/08/2023

Valid to: 14/07/2023

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

Our approximate lead time is 6-8 weeks upon receipt of order.

Code	Description	Unit	Qty	Total
Maintenance	Labour to carry out the repair work using the following parts at Clear Crescent Play Area, Melbourn, SG8 6JD	£2,376.00	1.0	£2,376.00
<b>Cableway:-</b>				
5082-330	Button Seat and Chain Assembly - cableway only	£233.20	1.0	£233.20
2900-107	Cableway Trolley Finger Plate	£18.15	2.0	£36.30
2903-028	Brake Block (Cableway)	£18.15	2.0	£36.30
8731	Timber B post for Cableway	£333.33	1.0	£333.33
<b>Mirror Panel parts:-</b>				
3711-002	Aluminium End Cap For Fantasy Fun Run	£13.31	1.0	£13.31
2171-115	M8 X 12 Cone Point Set Screw	£1.09	1.0	£1.09
<b>Cradle seat:-</b>				
2191-010	M10 Binx Nut	£1.09	8.0	£8.72
<b>Make it rain panel:-</b>				
<b>Cap for panel being supplied free of charge:-</b>				
<b>Train station shelf:-</b>				
FRPSSTN-SHELF	Train station shelf and fixings	£114.71	1.0	£114.71
<b>Log Stockade &amp; Embankment slide log:-</b>				
MRAD091503	P-GRDRAD900x150	£41.93	1.0	£41.93
MRAD302003	P-GRDRAD3000x200	£248.51	1.0	£248.51
<b>SubTotal</b>				<b>£3,443.40</b>

Notes: **E&oe**. Images are indicative. Colours shown are subject to change.

**Total excluding VAT**

**£3,443.40**

Should you require additional support please don't hesitate to contact us.



## Terms & Conditions of Sale

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

"**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Commencement Date**" has the meaning given in clause 2.2.

"**Company**" Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

"**Company Materials**" has the meaning given in clause 9.1.7.

"**Conditions**" these terms and conditions as amended from time to time.

"**Contract**" the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"**Consents**" has the meaning given in clause 9.1.6.

"**Control**" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

"**Customer**" the person or firm who purchases the Goods and/or Services from the Company.

"**Customer Default**" has the meaning given in clause 9.2.

"**Customer Premises**" has the meaning given in clause 9.1.3.

"**Delivery Location**" has the meaning given in clause 4.1.

"**Force Majeure Event**" has the meaning given to it in clause 16.

"**Goods**" the goods (or any part of them) set out in the Order.

"**Goods Specification**" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

"**Guarantees**" has the meaning given in clause 5.1.

"**Guarantee Period**" has the meaning given in clause 5.1.

"**Intellectual Property Rights**" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Order**" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"**Post-Installation Service**" an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

"**Practical Completion**" shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

"**Inspection Service**" an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

"**Services**" any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

"**Service Specification**" the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

#### 1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.





## 2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

## 3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

## 4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
- 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
- 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
- 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:  
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and  
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from [sales@wicksteed.co.uk](mailto:sales@wicksteed.co.uk) or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);



- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.





## **12. Confidentiality**

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **13. Limitation of liability**

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
- 13.4.1 loss of profits;
- 13.4.2 loss of sales or business;
- 13.4.3 loss of agreements or contracts;
- 13.4.4 loss of anticipated savings;
- 13.4.5 loss of use or corruption of software, data or information;
- 13.4.6 loss of or damage to goodwill; and
- 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

## **14. Termination**

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
- 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

## **15. Consequences of termination**

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.





## QUOTATION

QUOTE REF: WLLQ8731

Clear Crescent Play Area parts

Quotation from:

Claire Brickell

01536 295 403

[team5@wicksteed.co.uk](mailto:team5@wicksteed.co.uk)

Date: 13/06/2023

Valid to: 14/07/2023

Alex Coxall  
Melbourn Parish Council  
Melbourn Community Hub 30 High Street  
Melbourn  
Cambridgeshire  
SG8 6DZ

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

Our approximate lead time is 6-8 weeks upon receipt of order.

Code	Description	Unit	Qty	Total
<b>Cableway:-</b>				
5082-330	Button Seat and Chain Assembly - cableway only	£233.20	1.0	£233.20
2900-107	Cableway Trolley Finger Plate	£18.15	2.0	£36.30
2903-028	Brake Block (Cableway)	£18.15	2.0	£36.30
8731	Timber post for Cableway	£333.33	1.0	£333.33
SPRCARR	Delivery for timber post	£225.00	1.0	£225.00
<b>Mirror Panel parts:-</b>				
3711-002	Aluminium End Cap For Fantasy Fun Run	£13.31	1.0	£13.31
2171-115	M8 X 12 Cone Point Set Screw	£1.09	1.0	£1.09
<b>Cradle seat:-</b>				
2191-010	M10 Binx Nut	£1.09	8.0	£8.72
<b>Make it rain panel:-</b>				
<b>Cap for panel being supplied free of charge:-</b>				
<b>Train station shelf:-</b>				
FRPSSTN-SHELF	Train station shelf and fixings	£114.71	1.0	£114.71
<b>Log Stockade &amp; Embankment slide log:-</b>				
MRAD091503	P-GRDRAD900x150	£41.93	1.0	£41.93
MRAD302003	P-GRDRAD3000x200	£248.51	1.0	£248.51
<b>SubTotal</b>				<b>£1,292.40</b>
Carriage				<b>£90.73</b>

Notes: **E&oe**. Images are indicative. Colours shown are subject to change.

**Total excluding VAT**

**£1,383.13**

Should you require additional support please don't hesitate to contact us.



## Terms & Conditions of Sale

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

"**Business Day**" a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"**Commencement Date**" has the meaning given in clause 2.2.

"**Company**" Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

"**Company Materials**" has the meaning given in clause 9.1.7.

"**Conditions**" these terms and conditions as amended from time to time.

"**Contract**" the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

"**Consents**" has the meaning given in clause 9.1.6.

"**Control**" has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

"**Customer**" the person or firm who purchases the Goods and/or Services from the Company.

"**Customer Default**" has the meaning given in clause 9.2.

"**Customer Premises**" has the meaning given in clause 9.1.3.

"**Delivery Location**" has the meaning given in clause 4.1.

"**Force Majeure Event**" has the meaning given to it in clause 16.

"**Goods**" the goods (or any part of them) set out in the Order.

"**Goods Specification**" any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

"**Guarantees**" has the meaning given in clause 5.1.

"**Guarantee Period**" has the meaning given in clause 5.1.

"**Intellectual Property Rights**" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"**Order**" the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

"**Post-Installation Service**" an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

"**Practical Completion**" shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

"**Inspection Service**" an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

"**Services**" any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

"**Service Specification**" the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

#### 1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.



## 2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

## 3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

## 4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
- 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
- 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
- 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:  
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and  
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from [sales@wicksteed.co.uk](mailto:sales@wicksteed.co.uk) or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);





- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.



## **12. Confidentiality**

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
- 12.2.1 to its employees, officers, representatives, contractors or subcontracts or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## **13. Limitation of liability**

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.2.1 death or personal injury caused by negligence;
- 13.2.2 fraud or fraudulent misrepresentation;
- 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
- 13.4.1 loss of profits;
- 13.4.2 loss of sales or business;
- 13.4.3 loss of agreements or contracts;
- 13.4.4 loss of anticipated savings;
- 13.4.5 loss of use or corruption of software, data or information;
- 13.4.6 loss of or damage to goodwill; and
- 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

## **14. Termination**

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
- 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
- 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
- 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
- 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
- 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

## **15. Consequences of termination**

- 15.1 On termination of the Contract:
- 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 **Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 **Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



Clear Crescent play park – offer to remove stones

Shire Trees have made an offer to remove the rocks from the surround to the slide at Clear Crescent play park free of charge.





There have been numerous comments re the safety of these rocks, however the RoSPA reports do not highlight them as an issue for safety.

If the rocks are to be removed the Wardens would need to back fill and seed the areas to make safe.

Where would the rocks be used if removed?






Road Inspections - 2023






Road Name	Notes	Action
Armingford Crescent	Good general condition	
Armingford Crescent	Tree planting at end of crescent lacking due to shrub growth	Work with contractor to rectify
Ash Grove	No issues	
Back Lane	Overgrown vegetation along the length of road	Report
Barham Court		
Beechwood Ave	No69 - neglected and overhanging vegetation	Contact resident
		
Beeton Close		
Bramley Ave	Road sign at Orchard Rd junction broken.	Report
		
Bramley Ave	Deep pot hole at junction with Hinkins Close	Report
		
Brooksbank	Private road	
Bury Lane	No issues	
Cambridge Rd (Portway to The Moor)	Small deep pot hole opposite Drury Lane	Report
		
	Trees overhanging from Science Park.	Contact Bruntwood.
		
	Boundary hedge growing into road. Aysgarth.	Contact resident.



Road Inspections - 2023

		
Carlton Rise	As you enter from New Rd - worn road surface between repairs	Report
		
Cawdon Row	Private road	
Cedar Close		
Chalkhill Barrow		
Chapel Lane	Good condition overall and maintained by residents - private pathway to high street...is this owned by resident?	
Chapmans Close		
Church Walk	No issues	
Clear Crescent	No issues	
Clover Way	Private road	
Cooks Garden	No issues	
Cross Lane		
Daffodil Close	Private road	
Daisy Way	Private road	
Dickasons	No issues	
Dolphin Lane		
Drury Lane		
Elm Way	No issues	
Fordham Way	No issues	
Garden End	Private road	
Greenbanks		
Greengage Rise	Potholes	
Haggers Close	Rear entrance to cemetery - faded markings and car parked in front of gate	Report
		
Hale Close	Footpaths are in a terrible state - worst in the village	Report






Road Inspections - 2023

		
High Street (The Cross to Dolphin lane)	No issues	
High Street (Dolphin Lane to Royston Rd)	The Bury - overhanging vegetation	Contact resident
High Street (The cross to The Moor)	Overgrown vegetation on corner of The Moor	Contact resident
		
	2 damaged water markers	Contact waterboard
		
	Lordship Farm - overgrown boundary	Contact resident
		
	No16 - bush overgrown on pavement	Contact resident
		
	The cross - faded lane and turn right markings	Report
	No34 - canopy needs raising	Contact resident
		
	Corner of Norgetts Lane - canopy needs raising	Contact resident

Road Inspections - 2023





		
	School sign faded	Report
Hinkins Close	Road sign broken - needs replacing	Report
		
Hyacinth Drive	Private road	
John Impey Way	No issues	
Lantern View	Private road	
Lavender Lane	Private road	
Little Lane	No entry road paint could do with refresh	Report
Little Lane	Significant overhang of vegetation outside No12 (bush owned by Mortlock No16)	Contact resident
Little Lane	Significant overhang of vegetation of Old Hall (opposit No9)	Contact resident
Little Lane	Keep clear paint needs refreshing	Report
London Way		
Lordship Lane	No issues	
Maple Way	Overhang from trees along boundary fence of No65 Orchard Road	Contact resident
Meadow Way	Private road	
Medcalfe Way	No8 - hedge overgrown	Monitor
	No22 - pavement breaking up	Report
	Junction with Haggars Cl - faded markings	Report
	Junction with Orchard Way - faded markings	Report
	No55-60 - pavement trip hazard	Report
	Junction with Ogden Cls - road markings absent	Report
	No102 - pavement filled with gravel	Monitor / report
Meeting Lane	No issues - surface in good condition, no overhanging vegetation	
Moat Lane	Private road	
Mortlock Close		
Mortlock Street	Railings damaged	Report
		
New Road	Opp Victoria Way Large pothole	Report

Road Inspections - 2023

			
	All length - road markings worn		Report
	Pavement outside No41 - raised ironcover and potholes		Report
			
	Pavement outside No39 - surface worn		Report
			
	Clear Crescent junction - worn road markings		Report
	New Rd / Victoria Way junction - faded road markings		Report
			
	Speedhump nr Garden End - large pothole and worn road markings, invisible to road users		Report
			







Road Inspections - 2023





Norgetts Lane		
Ogden Close		
Old Foundry Close	Private road	
Orchard Gate	Degradation to footpath outside No1	Watch / report
	Road edges degradation - all	Watch / report
	Large bush covering 3/4 footpath outside No3	Contact residents
	Degradation of path outside No5,6,7	Watch / report
	Cars parked on pavement - access issues	Contact residents
Orchard Rd (New Rd to Russet Way)	Junction to Drury Lane - no road marking	Report
		
	Speed humps - faded markings	Report
	Access way to Ogden Close - poor surface, trip hazard	Report
		
	Orchard Way junct - no road markings	Report
		
	No9 - uneven pavement	Report
	Junction with Norgetts Lane - no road markings	Report
	Junction with Beeton CIs - faded markings	Report
	Outside primary school - faded keep clear sign	Report
	Junction with New Road - markings faded for table, bollard missing	Report
	Junction with Metcalfe Way - faded markings	Report
Orchard Rd (New Rd to Water Lane)		
Orchard Way		
Palmers Way	No issues	
Piggott Close	Private road	
Poppy Crescent	Private road	
Portway	Generally poor road condition.	Report
		
Prime Close	Private road	







Road Inspections - 2023

Pryors Orchard	Private road	
Rose Lane	Overgrown vegetation on side of Rd outside No2 Cross Lane	Contact resident
		
Rosemary Place	Private road	
Royston Rd	No issues	
Rupert Neve Close	Private road	
Russet Way	Junction to 2-28a - no road marking	Report
	No6 - uneven pavement, trip hazard	Report
	No22 - uneven pavement, trip hazard	Report
Saxon Way	Private road	
Spencer Drive		
Star Mews	Private road	
Station Rd	No issues	
Stockbridge Meadows	Private road	
Thatcher Stanfords Close	Hedge needs cutting back	Contractor - actioned
		
	Tree on allotment - blocking light, needs trimming	Report to contractor
		
The Lawns		
The Lawns Close		
The Moor	No42 - hedge obstructing path	Contact resident
		
	No46 - cut back boundary hedge	Contractor

Road Inspections - 2023

		
The Moor	Trim overhanging trees on Old Rec	Contractor
		
	Outside college - road markings need repainting	Report
		
Trayles	Private road	
Trigg Way	No issues	
Vicarage Close	No issues	
Victoria Way	Junction with New Road - road markings worn	Report
	Communal land near No6 Dead shrubs	Suggest removal and replacement
		
Water Lane	One way section - deep potholes, loose tarmac and road markings missing.	Report

Road Inspections - 2023

			
Whiting Way	Private road		
Worcester Way	Road in generally good condition		
	Boundary hedge to amenity space - watch trimming	Report to contractor	
			
	Footpath leading to No16 overgrown	Check with contractor if this is on contract.	
			

# RISK ASSESSMENT REVIEW & WATER HYGIENE SURVEY



Sports Pavilion



4i Water Services Ltd  
Unit 17a Woolpit Business Park,  
Woolpit, Bury St Edmunds,  
Suffolk, IP30 9UP  
Tel: 01359 242000  
Company Reg. No. 04391787



**RISK ASSESSMENT  
&  
WATER HYGIENE SURVEY**

<b>Customer/Client</b>	<b>Melbourne Parish Council</b>
<b>Site Address</b>	<b>The Sports Pavilion The Moor Melborne SG8 6DZ</b>
<b>Telephone Number</b>	<b>01763263303</b>
<b>Date of Survey</b>	<b>17/07/2023</b>
<b>Assessor</b>	<b>Dave Jones</b>
<b>Date of next survey due</b>	<b>As Required 21/07/2025</b>

Any further information regarding this report is available on request from:



**UNIT 17 WOOLPIT BUSINESS PARK**

**WOOLPIT**

**BURY ST EDMUNDS**

**SUFFOLK**

**IP30 9UP**

**T: +44 (0)1359 242 000**

**M: +44 (0)7713 113 720**

**F: +44 (0)1359 244 405**

**W: [www.4iwaterservices.co.uk](http://www.4iwaterservices.co.uk)**



## **SCOPE OF SURVEY**

### Introduction

1. Responsibility Structure
2. Client Information
3. Executive Summary
4. Drinking/Potable Water: Assessment
5. Cold Water Storage Vessel: Assessment
6. Hot Water Storage Vessels/Calorifiers/Combi Boilers/Point of Use Water Heaters: Assessment
7. Redundant Pipework, Dead Legs, Showers and Water Regulations: Corrective Action Log
8. Water Systems: Recommended Testing & Maintenance Programs
9. Possible Recommendations – Reference Guide Where Applicable Only
10. Risk Scale
11. Corrective action guidelines
12. Water Systems: Microbiological Activity Action Levels
13. Schematic Drawings
14. Action in the event of a suspected Legionella Outbreak

## **INTRODUCTION**

### **OVERVIEW**

The regulations in respect of “Reducing the Risk of Legionnaires Disease” are made up of:

- Health & Safety at Work Act 1974
- Management of Health & Safety at Work Regulations 1999
- Notification of Cooling Towers/Evaporative Condensers Regulation 1992
- COSHH Regulations 2002
- The Water Supply (Water Fittings) Regulations 1999

The provisions of these acts are, as far as reasonably practicable, to ensure health and safety.

Reasonably practicable involves taking precautions proportionate to the risk.

Other guidance is available

- BS8580-1
- HTM04-01
- HSG 274 Parts 1, 2 + 3 2014
- ACOP (L8) The Prevention or Control of Legionnaires Disease 2013

### **LEGAL REQUIREMENTS**

- Identify and assess sources of risk.
- Prepare a scheme for preventing or controlling the risk.
- Implement, manage and monitor the precautions.
- Keep records of the precautions.
- Appoint a person to be managerially responsible and a statutory duty holder (on-site nominated person). These people can be the same person and nominate duties to other employees.

The first step must be to carry out a “suitable and sufficient” risk assessment.

The assessment must include:

- An assessment of the risk to health and identified measures to be taken.
- Consideration of replacement/substitution to prevent the risk.
- Where prevention is not reasonably practicable, engineering measures to control exposure; e.g. drift eliminators.
- Other measures to reduce risk e.g. biocide treatment unit.
- A management regime to ensure continual compliance and regular reviews.
- Consideration of relevant site-specific requirements, induction procedures, access permits and permits to work and reporting emergencies & security.

The Notification of Cooling Towers & Evaporative Condensers Regulations 1992 requires that all towers be registered with the Local Authority.

This document has been produced using the best information available at the time of the assessment. Whilst every effort has been made to ensure its accuracy, 4i Water Services Ltd takes no responsibility for any unforeseen omissions, relating to equipment and systems that we were not made aware of at the time of the survey.

**1. RESPONSIBILITY STRUCTURE**

**MANAGEMENT REGIME**

**OVERALL RESPONSIBLE PERSON (Duty Holder)**

The Parish Council

**NOMINATED (ON-SITE) RESPONSIBLE PERSON**

Steven Pitman

**ON SITE MAINTENANCE**

No incumbent specialist

**WATER TREATMENT CONTRACTOR**

No Incumbent Specialist

**CLEANING AND DISINFECTION CONTRACTOR**

No Incumbent Specialist

**NOMINATED AUTHORITIES**

	<b>NAME</b>	<b>ADDRESS</b>	<b>TELEPHONE</b>
<b>OVERALL RESPONSIBLE PERSON</b>	The Parish Council	30 High Street Melbourn SG8 6DZ	01763263303
<b>NOMINATED RESPONSIBLE PERSON</b>	Steven Pitman	As Above	As Above
<b>ENGINEERING SITE MAINTENANCE</b>	Site Staff	-	-
<b>LOCAL COUNCIL</b>	As Above	-	-
<b>WATER TREATMENT CONTRACTOR</b>	No Incumbent Specialist	-	-

## **2. CLIENT INFORMATION**

### **2.1 What you must do**

Set out below are the main duties imposed on the employer by the ACOP (L8) which interprets the Health and Safety at Work Act 1974

To comply with their legal duties, employees and those with responsibilities for the control of the premises.

- Identify and assess the source of risk
- Prepare a scheme for preventing or controlling the risk
- Implement, manage and monitor precautions
- Keep records of the precautions
- Appoint a person to be managerially responsible

The Code and Guidance also set out the responsibilities of suppliers of service such as water treatment and maintenance of manufactures

Importers, suppliers and installers.

The ACoP applies to the control of legionella bacteria, in any undertaking involving a work activity managed by you or on your behalf. It applies to premises controlled in connection with a trade, business or other undertaking where water is used or stored.

### **2.2 Residential accommodation: Landlords**

Landlords who provide residential accommodation, as a Duty Holder, have a legal duty to ensure that the risk exposure to tenants, residence, guests and customers to is properly assessed and controlled.

They can carry out a Risk Assessment themselves if they are competent, or employ somebody who is.

Where a Managing (or Letting) Agent is used, the Management Contract should clearly specify who has responsibility for maintenance and safety checks, including managing the risk from legionella. If no contract/agreement/specification of responsibility is in place the duty in most cases will be with the Landlord.

For most residential settings, the Risk Assessment may show the risk is low, in which case no further action may be necessary e.g. housing units with small domestic type water systems where water turnover is high.

Simple control measures can help manage the risk of exposure to legionella and should be maintained, such as:

- Flushing out the system before letting the property.
- Avoiding debris getting in to the system (e.g. ensure cold tanks, where fitted have a tight fitting lid)
- Setting control parameters (e.g. setting the temperatures of the calorifiers to ensure water is stored at 60.0c)
- Making sure any identified redundant pipework is removed.
- Advising tenants to regularly clean and disinfect shower heads and hoses.

Landlords should inform tenants of the potential legionella risk and advise on any actions to be undertaken where appropriate. Tenants should advise the landlord if the hot water is not heating properly or if there are any other problems with the system, so that appropriate action can be taken.

Dwellings that are vacant for extended periods should have all outlets flushed on a weekly basis. During periods of non-occupancy, draining the system should be considered.

It may be impracticable to risk assess every individual residential unit, e.g. Housing Associations or Councils. A representative proportion of the premises should initially be assessed, on the basis of similar design, size, age and water supply, with the entire estate eventually assessed on a rolling programme of work.

### **2.3 Shared Premises**

Duty Holders who have control of premises and water systems have a responsibility to those who are not their employees, but who use those premises. An assessment must be carried out to identify, assess and properly control the risk exposure to legionella bacteria from work activities and water systems on the premises.

In Estates Management, several Duty Holders may occupy one building. In such cases, duties and responsibilities should be identified through an explicit agreement. Where an agreement is not in place or does not specify who has responsibility, the duty is placed on whoever has control of the premises, or part of the premises.

Where employers share premises or workplaces, the Management of Health and Safety at Work Regulations 1999, regulation 11 requires that they cooperate with each other to ensure their respective obligations are met.



## 2.4 Special considerations for healthcare and care homes

Special consideration should be given to patients or occupants within health care premises, residential or care homes where they may be exposed to a range of potential sources of waterborne infections, e.g. patient ventilation humidification systems.

Both the relative risk of legionella assessment infection, scalding and any additional measures that may be required to effectively manage those risks should be considered.

Health Technical Memorandum HTM 04-01 2016 advises that the water used for direct contact with augmented care patients, (i.e. where medical/nursing procedures render the patients susceptible to invasive disease from the environmental and opportunistic pathogens) is, either:

- i. Water where testing has shown absence of *Pseudomonas Aeruginosa*; or
  - ii. Water supplied through a POU filter; or
  - iii. Sterile water (for example, for skin contact for babies in neonatal intensive care units).
- Hot water should be distributed so that it reaches the outlets including sentinel points at 55.0c within one minute and returns to the calorifier at 50.0c or above.
  - Inappropriate uses of water in an augmented care setting should also be considered and appropriate action, e.g. use of ice machines, drinking water fountains, bottled water dispensers.
  - Consider the implementation of Water Safety Plans (WSP). This should be applied proportionately depending on the setting.

## 2.5 Log Books

It does not matter what monitoring activities you carry out or how successful they are, if they are not logged in a specific log book or computerised system, they are not deemed to have been done at all.

The Log Book or Written Control Scheme should be specific or tailored to the system covered by the Risk Assessment and should include the following information.

- **The purpose of scope**
- **Details of the Risk Assessment**  
This must be current, including a schematic and clearly defined lines of communication.
- **The Management structures**  
Including details of the Duty Holder, Responsible Person(s) and all allocation of responsibilities and the communication pathway.
- **Up-to-date Schematic Plan**  
Showing the layout of the systems(s) and its location within the surrounding premise. this should identify piping routes, storage and header tanks, calorifiers and relevant items of plant, especially water softeners, filters, strainers, pumps, dosing systems and all other water outlets.
- **Procedures of safe operation on the system/plant**  
Including safe start up and shut down procedures.

An operation manual should be available for each individual system.

Cooling system operation manuals should be even more detailed and are vital in the safe operation of these types of systems.

Responsibilities of site and contractors.

- **Details of precautionary measures implemented**  
Precautions in place to prevent or minimise risk associated with the system.
- **Monitoring, Inspection, Test and check results.**  
A record of all results including signatures, dates and what was actioned when out of specification.

A record of analyses (as appropriate).

An asset inspection record, including subsequent remedial actions.

A record of cleaning and disinfection, including detail of chlorination levels, temperatures (during pasteurisation) and certification.

Personnel training record.

- **Remedial Action.**  
To be taken in the event the scheme is shown not to be effective, including Control Scheme review and any modifications made.
- **Health and Safety information.**  
Including details on storage, handling, use and disposal of any chemical used in both the treatment of the system and testing of the system water;
- **Incident Plan, which covers the following situation:**  
Major system failure, e.g. chemical system failure.  
  
Very high levels or repeat positive water analyses for legionella.  
  
An outbreak of legionellosis, suspected or confirmed as being centred at a site or believed to be in an area which includes site.

**Risk Assessments and Control Schemes should be kept whilst current and for 2 years after that period. Monitoring results should be retained for 5 years.**

## 2.6 Managing Risk

As an employer, or person in control of premises, you must appoint someone competent to help you meet your health and safety duties, i.e. take responsibility for managing the Control Scheme. A Competent or Responsible Person is someone with the necessary skills, knowledge and experience to manage and control the scheme effectively, you could appoint one, or a combination of:

- Yourself.
- One or more workers.
- Someone from outside your business.

If there are several people responsible for managing the risk, e.g. because of shift-work pattern, you need to make sure that everyone knows what they are responsible for and how they fit into the overall risk management or the system.

If you decide to employ contractors to carry out water treatment or other work, it is still the responsibility of the competent person to ensure that the treatment is carried out to the required standards. Remember before you employ a contractor you should be satisfied that they can carry out the work you want to the standard that you required.

## 2.7 Preventing or controlling the risk

On a practical level you should:

- Ensure that the release of water spray is properly controlled.
- Avoid water temperatures and conditions that favour the growth of legionella and other micro-organisms.
- Ensure water cannot stagnant anywhere in the system by keeping pipework length as short as possible or remove redundant pipework.
- Avoid material that encourage the growth of legionella (The Water Fittings and Materials Directory references fittings, materials, and appliances approved for use on the UK Water Supply System by the Water Regulations Advisory Scheme);
- Keep the system and the water in it clean.
- If necessary, treat water to either kill legionella (and other micro-organisms) or limit their ability to grow.

## 2.8 Record Keeping

If you have more than five employees you have to record any significant findings, including any group of employees identified by it as being particularly at risk and steps taken to prevent or control risks.

If you have less than five employees, you do not need to write anything down, although it is still useful to keep a written record of what you have done.

Risk Assessment records should be retained throughout the period for which they remain current and for at least two years after that period. Monitoring records should be retained for at least five years.

## 2.9 Audit of Records

An audit is the inspection or examination of the water system records to evaluate or improve the appropriateness, safety, efficiency. This is normally carried out by an independent body.

The audit should ensure that precautions continue to be carried out and that adequate information is available. A record of the assessment and precautionary measures and treatments should be kept. All records should be signed by those people performing the various tasks assigned to them.

- Reviewing the current Risk Assessment to determine whether it remains valid.
- Appraisal of the Management Plan.
- Appraisal of the maintenance, testing monitoring and inspection records.
- Appraisal of the training record and competence checks of site and service provider.
- Appraisal of the safe operation of the system.

On an operational basis the following components of the water system may require particular attention.

### Hot Water Calorifiers /Cylinders Log

- The ACOP (L8) requires that the flow and return temperatures are taken from each water heater e.g. calorifier on a monthly basis.
- Temperatures should be recorded from the nearest and sentinel outlets on a monthly basis and this should be recorded on the Hot Water Outlet Log.
- All bacteria tests and cleaning/chlorination should be certificated and should be recorded on the certificate of disinfection.
- Any remedial action required which are taken to resolve identified failures should be recorded on the maintained log.
- Analysis of water samples for legionella should be carried out by a UKAS accredited laboratory. The interpretation of any results should be carried out by experienced microbiologists.

### Cold Water Storage Cistern Log

- All cold-water storage cisterns should be inspected, cleaned and disinfected (if required) on a 12-monthly basis.
- Any faults identified as a result of this inspection should be rectified and be recorded on the maintenance log.
- Details of cleaning and disinfection together with associated bacteriological testing should be certified and recorded on the appropriate log sheet.
- Temperatures in excess of 20.0c are considered to fail recommendations of the HSE.

### Hot and Cold-Water Outlet Log, Sentinel Outlets

- The temperatures from the sentinel hot and cold-water taps should be tested monthly. Action is required if the hot water temperature does not reach 50.0c (55.0c in healthcare premises) at the outlet after one minute of operation of the tap. The cold water outlet temperature should not exceed 20.0c after two minutes operation of the tap.

### Hot and Cold-Water Outlet Log

- The control of legionella recommends that a representative number of hot and cold-water sentinel outlets are checked for temperature on a rotational basis annually.
- The temperature should be recorded (via surface probe) on the pipework prior to any thermostatic mixing valve (TMV). The temperature should be >50.0c (55.0c in health care premises) and <20.0c
- Analysis of water samples for legionella and total viable count (TVC), should be carried out by a UKAS accredited laboratory.
- The interpretation of any results should be carried by an experienced microbiologist.

### Little Use Outlets Weekly Flushing Regime

- The ACOP (L8) requires that on a weekly basis little used outlets are flushed through and purged to drain. In health service premises (HTM 04-01 Part B) requires that, on a twice weekly basis, little used outlets are either flushed through and purged to drain immediately before use, without release of aerosol.

### **3. EXECUTIVE SUMMARY**

#### **3.1 BUILDING AND SYSTEM OPERATION DESCRIPTIONS**

This report is based on physical observations of the water systems operating within

##### **SITE: THE SPORTS PAVILION**

This particular building is not being used on a daily basis and therefore the majority of the water systems are only used during the football season and a youth club each week, also ad hoc higher for functions over a weekend.

When areas of the building become unfrequented, there is cause for concern with regard to stagnation of the water within the system pipe work and fittings. Stagnated systems create an environment conducive with the multiplication of bacteria and other micro-organisms, particularly when elevated ambient temperatures or trace heating' cause the water to become tepid.

The users of this building are of all ages and as such some visitors may be in a High-risk category for susceptibility to legionella bacteria.

This site relies on town mains supply for domestic cold-water services.

**The following water systems have been assessed: Hot and Cold Water Systems**

**The following water systems have been excluded (if applicable): Closed Systems – HSG 274 Part 3 Systems**

#### **3.2 MAINS WATER SERVICES**

There is a total of 1 mains water service(s) located on site.

#### **3.3 COLD WATER STORAGE TANKS/VESSELS**

There are no Cold-water storage vessel(s) located on site.

#### **3.4 HOT WATER STORAGE VESSELS/CALORIFIERS**

There is a total of 2 hot water storage vessel(s)/calorifiers(s) located on site.

There is a total of 1 low capacity/point of use water heater(s) located on site.

#### **3.5 SHOWERS**

There are 10 showers located on site that require regular cleaning and disinfection as recommended within the ACOP L8 check list 2 specification. See section 8 - Water Systems: Recommended Testing & Maintenance Programs if applicable.

**3.6** This water system was identified overall as a **Medium** risk system with regards to the proliferation of water borne bacteria and in particular Legionella. This rating is because **of the following**

- **Showers located on site**
- **Weekly flushing and cleaning is taking place due to a cleaner being employed to flush outlets and showers on a weekly basis.**
- **Initiate a formal thermal control regime**
- **A formal regime is in place.**
- **Initiate a formal water hygiene regime**
- **A formal regime is in place.**
- **Have LP samples taken**
- **Samples have been taken.**
- **Disinfect HWSV on an annual basis**
- **This has not been done.**
- **Fit automatic flushing valves to expansion vessels**
- **This has not been done. A faulty expansion vessel was found on Calorifier 2**
- **Consider fitting destrat pumps to calorifiers to avoid tepid water in the base of each cylinder as there is no return on the hot water system.**
- **Service all TMVs on an annual basis**
- **Completed 19/12/2022**
- **Install insulation to all pipework in the building where required**
- **No insulation has been fitted**
- **Legionella Awareness Training is required for staff**
- **Twisted flexi hoses in evidence**

**Full ACOP L8 recommendations on the following pages**

**3.7 POST - ASSESSMENT AUDIT**

SUBJECTS REVIEWED	YES/NO	COMMENTS	DATE ACTIONED
<b>RISK ASSESSMENT</b>			<b>REVIEWED</b>
Are the current system details correct?	YES	Available within this Assessment	17/07/2023
Is there a current up to date cold water cistern/tank survey?	No water tanks found	Available within this Assessment	
Is there a current photograph of the cistern/tank(s)?	N/A	Available within this Assessment	
Is there a current up to date hot water survey?	YES	Available within this Assessment	
Is there a current photograph of the calorifier/water heater(s)?	YES	Available within this Assessment	
Are the schematic drawing details correct?	YES	Available within this Assessment	
Does the assessment need up dating?	NO	Available within this Assessment	
<b>LOG BOOK</b>			
Is the maintenance schedule up to date?	NO		
Are the Responsible Person details up to date?	YES		
Is the training log up to date?	NO		
Have any training requirements been identified?	YES		
Is there an annual review of the system?	YES		
Are the disinfection procedures being followed?	NO		
Are all the log sheet entries up to date?	YES		
Has any remedial works been identified and recorded?	YES		
Has identified remedial work been rectified?	Not All		
Are outlets cleaned/disinfected on a minimum of annually and certified?	YES		
Has the system been tested for legionella and certified?	YES		
Has the annual mains water analysis been recorded and certified?	NO		
<b>SUMMARY OF COMPLIANCE WITH ACOP</b>			
Has the system been adequately risk assessed?	YES	Available within this Assessment	
Is the scheme satisfactory for minimising the risk?	YES		
Has the scheme been fully implemented?	NO		
Are the records being kept up to date by all responsible/competent personal?	YES		
Does the scheme effectively function in line with the requirements of the ACOP (L8)?	NO		

**Client is to fill in actioned section to conform to current legislation.**



4.

**DRINKING/POTABLE WATER: ASSESSMENT**

Drinking/Potable Water Was Found

DRINKING/POTABLE WATER			
<b>BUILDING</b>	Sports Pavilion		
<b>BUILDING SUPPLY</b>	Town Mains		
<b>SENTINAL OUTLET TEMPERATURE (°C) After 2 mins</b>	<b>LOCATION</b>	<b>TEMP (°C)</b>	
	Kitchen	16 Compliant	
	Female W/C	17 Compliant	
	Male W/C	17 Compliant	
<b>ADDITIONAL INFORMATION</b>	<p>A formal hygiene monitoring regime is in operation</p> <p>Monthly Thermal Monitoring is In Place</p>		
<b>LEGIONELLA RISK LEVEL</b>	<b>B</b>		
<b>RECOMMENDATIONS</b>  SEE SECTION 9 FOR CORRESPONDING DETAIL	<b>No.</b>	<b>Priority</b>	<b>Date Comp</b>
	RS.01 - Fit automatic 3 port flushing valves to purge the potential dead leg caused by the unsatisfactory pipe work configuration and expansion vessel internal bladder.	<b>P2</b>	
	RS.03 - Complete a monitoring regime on the domestic cold-water services outlets to include monthly monitoring of the 'control method' as a minimum.	<b>P1</b>	On Going
	RS.05 - Consider the introduction of an annual water sample and analysis for the drinking water supply quality standard.	VALIDATION PURPOSES ONLY <b>N/A</b>	
	RS.08 - Ensure that any scaled outlets are de-scaled and disinfected on a regular basis.	<b>P1</b>	On Going

	<p><b>RS.13a - Install suitably approved insulation to the domestic mains cold water pipework throughout the building.</b></p>	<p><b>P1</b></p>	
<p><b>RISK EVALUATION WITH ADDITIONAL CONTROL COMPLETE</b></p>	<p><b>A</b></p>		

**PHOTOGRAPHS**



**THE PAVILION**



**CYLINDER 1 EXPANSION VESSEL FIT  
FLUSHING VALVE**



**INSULATE MAINS PIPE WORK  
TMVS SERVICED 12/22**



**CYLINDER 2 EXPANSION VESSEL FIT  
FLUSHING VALVE  
FAULTY EXPANSION VESSEL**

According to medical experts, drinking water contaminated with Legionella is not expected to allow the development of Legionnaires Disease. There are, however, other bacteria that can colonise water systems and lead to other levels of risk to employees and others.

5.

**COLD WATER STORAGE VESSELS: ASSESSMENT**

No Cold Water Storage Vessels Were Found



6.

**HOT WATER STORAGE VESSELS/CALORIFIERS/COMBI BOILERS/POINT OF USE WATER HEATERS: ASSESSMENT**

Hot Water Storage Vessels/Calorifiers/Combi Boilers/Point of Use Water Heaters Were Found

<b>HOT WATER STORAGE VESSELS/CALORIFIERS/COMBI BOILERS/POINT OF USE WATER HEATERS</b>		
<b>Building</b>	Sports Pavilion	Sports Pavilion
<b>Designation – Asset ID No.</b>	01/01	02/01
<b>Outlets Served</b>	See Schematic Home changing room + showers Male w/c + disabled w/c kitchen	See Schematic Female w/c Away team changing room + showers
<b>Vessel – Type and Manufacturer</b>	Vaillant Mains Fed unvented	Vaillant Mains Fed unvented
<b>Location on Site</b>	kitchen Plant Room	kitchen Plant Room
<b>Heating Supply</b>	Both Direct and Indirect	Both Direct and Indirect
<b>Material of Construction</b>	Steel	Steel
<b>Vent Pipe Fitted</b>	N/A	N/A
<b>Unit and Outlets Clearly Labelled</b>	Cylinder No Pipework No	Cylinder No Pipework No
<b>Insulation Type</b>	Manufacturers	Manufacturers
<b>Accessibility for Servicing</b>	Access Hatch Not Fitted N/A	Access Hatch Not Fitted N/A
<b>Make Up Water Source</b>	Mains	Mains
<b>Outlet Size and Location</b>	22mm Top	22mm Top
<b>Drain Size and Location</b>	1/4" Drain Cock Bottom	1/4" Drain Cock Bottom
<b>Cold Water Supply Size and Location</b>	22mm Bottom	22mm Bottom
<b>Water Capacity (L)</b>	300 litres	300 litres
<b>Temperature on Gauge (°C)</b>	Gauge Not Fitted	Gauge Not Fitted
<b>Temperature Flow (°C)</b>	60	60

Temperature Return (°C)	N/A		N/A	
System Recirculated	No		No	
Destratification Pump Installed	No		No	
Drain Water Condition	Not Taken		Not Taken	
General Shower Condition	Clean		Clean	
Shower Heads Cleaned and Disinfected	Records Available		Records Available	
Showers – Frequency of Use and Flushing Regimes	WEEKLY FLUSHING Records Available		WEEKLY FLUSHING Records Available	
SENTINAL OUTLET TEMPERATURE (°C) After 1 min	LOCATION	TEMP (°C)	LOCATION	TEMP (°C)
	Kitchen	54 - Compliant	Female WC (Pre TMV)	54 - Compliant
	Male WC (Pre TMV)	51- Compliant	Away changing room (Pre TMV)	51 - Compliant
	Home Changing Room (Pre TMV)	52 - Compliant		
ADDITIONAL INFORMATION	A formal hygiene monitoring regime is in operation  Monthly Thermal Control		A formal hygiene monitoring regime is in operation  Monthly Thermal Control	
LEGIONELLA RISK LEVEL	C		C	

...Continued Below...

RECOMMENDATIONS	No.	Priority	Date Comp
SEE SECTION 9 FOR CORRESPONDING DETAIL	RH.50 - Investigate the low hot water temperature at the sentinel far point s supplied from the hot water system.	P1	
	RH.52 - Where no access/ inspection hatch is installed, disinfect the calorifier on an annual basis, and undertake water sampling and analysis for specific legionella bacteria annually	P1	
	RH.53 - Consider the installation of an anti-stratification circulating pump and system to ensure tepid temperatures do not exist within the base of the vessel/s. Chemical cleaning / disinfection may be required prior to installation.	P1	
	RH.63 - Ensure that all outlets and particularly showers are operated under a controlled and approved method on a minimum basis of weekly with record available in the site log book "Vacant Rooms"	P1	On going
	RH.58 - Remove centralised Thermostatic mixing valve (TMV) and install a single individual TMV to each area of use.	P1	
	RH.61 - Ensure appropriate operational and hygiene regime.	P1	On going
	RH.64 - Ensure that all outlets are operated on a minimum basis of weekly including holiday periods with record available in the site log to prove flushing is undertaken.	P1	On going

	RH.66 - Ensure that hot water is stored at a minimum temperature of 60°C and that return temperatures are at a minimum of 50°C.	P1	
	RH.67 - Establish a monitoring regime where the hot water storage calorifier/s flow and return and 'sentinel' outlet temperatures are logged on a minimum of a monthly basis.	P1	On going
	RH.70 - Take samples from the hot water storage vessel/s/system/s and undertake analysis for specific legionella bacteria.	VALIDATION PURPOSES ONLY N/A	18/02/21 11/05/22 17/07/23
	RH.78a - Install suitably approved insulation to the domestic hot water pipe work throughout building.	P1	
	RH.79a - Service all TMV's annually taking account of any manufacturer's recommendations.	P1	On going
RISK EVALUATION WITH ADDITIONAL CONTROL COMPLETE	<b>A</b>		

...Continued Below...



**PHOTOGRAPHS**



**CENTRALISED TMV FITTED BEHIND PANEL IN DISABLED W/C**



**CENTRALISED TMV BEHIND THE PANEL IN DISABLED W/C**



**SLIGHT SCALE PRESENT ON OUTLETS**



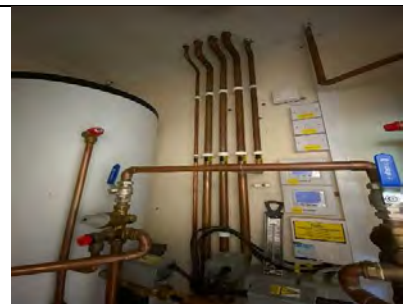
**CLEAN SHOWER OUTLET**



**HWSV 01**



**HWSV 02  
FAULTY EXPANSION VESSEL**



**RECOMMEND THAT ALL EXPOSED PIPEWORK HAS LAGGING INSTALLED**



**2 X TMV'S THAT SUPPLY THE SHOWERS**


**PHOTOGRAPHS**



**AS THERE IS NO RETURN PUMP  
EXISTING PIPEWORK COULD BE  
FITTED WITH  
DE-STRAT PUMPS SO THAT  
LUKEWARM WATER DOES NOT  
ACCUMULATE IN THE BASE OF THE  
WATER HEATERS**



**OLD AND TWISTED FLEXI HOSES**

COMBI BOILERS/WATER HEATERS			
Building	Sports Pavilion	Location	kitchen
System	Mains	Asset ID No.	POU 1
Manufacturer	Redring	Feed	Mains
Header Condition	n/a	Thermostat	N/A
Outlet Temperatures (°C)	Location		Temperature (°C)
	Wash hand basin		41
Blender Valve Location(s)	N/A	Unused Pipe Work	N/A
Shower Condition	Showers Not Fitted		
PHOTOGRAPHS			
			
	POU fitted over basin		
Additional Information			
LEGIONELLA RISK LEVEL	A		

RECOMMENDATIONS	No.	Priority	Date Comp
SEE SECTION 9 FOR CORRESPONDING DETAIL	RWH 81 - Establish a monitoring regime where the hot water heater/s temperatures are logged on a minimum of a monthly basis.	P1	On going
	RWH 83 - Ensure appropriate operational and hygiene regime.	P1	On going
	RWH 84 - Ensure that all outlets and particularly showers are operated under a controlled and approved method on a minimum basis of weekly with record available in the site log book.	P1	On going
RISK EVALUATION WITH ADDITIONAL CONTROL COMPLETE	<b>A</b>		

7.

**REDUNDANT PIPEWORK/DEAD LEGS/LITTLE USED AREAS**

No Redundant Pipework/Dead Legs/Little Used Areas Were Found



8.

**WATER SYSTEMS: RECOMMENDED TESTING & MAINTENANCE PROGRAMS**

## **GENERAL RISK POTENTIAL**

Where Hot and Cold-Water taps do not allow spray or fine mist droplets to form, the potential risk from Legionella is very small, when such droplets are allowed to form, then the risk level increases substantially.

The water temperature and the tap design are the most significant factors in the variation of risk.

Hot water outlets should achieve temperatures of at least 50°C within one minute of running (55°C healthcare). Cold water outlets should achieve temperatures of 20°C or less within two minutes of running.

Temperatures outside this range provide a suitable environment for the proliferation of a number of different types of bacteria, including Legionella.

Where hot water temperatures are limited by thermostatic mixing valves, which are located near to the outlets, it is important that the water supplied to these valves meets these temperature levels.

Pipe work and outlets such as Showers and Spray Type Mixer Taps represent a risk that is dependant to a large extent on the condition of the Hot and Cold-water Storage Vessels and Calorifiers. However, the risk can vary dependant on the general circumstances of particular outlets and design features regarding pipe work.

According to medical experts, drinking water contaminated with Legionella is not expected to allow the development of Legionnaires Disease. There are, however, other bacteria that can colonise water systems and lead to risk to employees and others.

Hot outlets supplied by locally mounted electric water heaters/combination and electric instantly heated showers are all low risk systems especially when supplied, in most cases they are, by mains water. However, these units should be maintained according to the manufacturer's recommendations to ensure safe and efficient operation.

Scaled and dirt on taps and shower heads also provide a breeding ground for many types of bacteria including Legionella. All outlets should be regularly maintained to keep them free from scale and dirt.

**HOT AND COLD-WATER SERVICES – RECOMMENDED TESTING & MAINTENANCE PROGRAMME**

Service	Action to take	Frequency
<b>Calorifiers</b>	Inspect calorifier internally by removing the inspection hatch or using a boroscope and clean by draining the vessel. The frequency of inspection and cleaning should be subject to the findings and increased or decreased based on conditions recorded	Annually, or as indicated by the rate of fouling
	Where there is no inspection hatch, purge any debris in the base of the calorifier to a suitable drain  Collect the initial flush from the base of hot water heaters to inspect clarity, quantity of debris, and temperature	Annually, but may be increased as indicated by the risk assessment or result of inspection findings
	Check calorifier flow temperatures (thermostat settings should modulate as close to 60 °C as practicable without going below 60 °C)  Check calorifier return temperatures (not below 50 °C).	Monthly
<b>Hot water services</b>	For non-circulating systems: take temperatures at sentinel points (nearest outlet, furthest outlet and long branches to outlets) to confirm they are at a minimum of 55 °C within one minute	Monthly
	For circulating systems: take temperatures at return legs of principal loops (sentinel points) to confirm they are at a minimum of 55 °C.  . Temperature measurements may be taken on the surface of metallic pipework	Monthly
	For circulating systems: take temperatures at return legs of subordinate loops, temperature measurements can be taken on the surface of pipes, but where this is not practicable, the temperature of water from the last outlet on each loop may be measured and this should be greater than 55 °C within one minute of running. If the temperature rise is slow, it should be confirmed that the outlet is on a long leg and not that the flow and return has failed in that local area	Quarterly (ideally on a rolling monthly rota)
	All HWS systems: take temperatures at a representative selection of other points (intermediate outlets of single pipe systems and tertiary loops in circulating systems) to confirm they are at a minimum of 55 °C to create a temperature profile of the whole system over a defined time period	Representative selection of other sentinel outlets considered on a rotational basis to ensure the whole system is reaching satisfactory temperatures for legionella control
<b>POU water heaters (no greater than 15 litres)</b>	Check water temperatures to confirm the heater operates at 55 °C or check the installation has a high turnover	Monthly–six monthly, or as indicated by the risk assessment

<b>Combination water heaters</b>	Inspect the integral cold-water header tanks as part of the cold-water storage tank inspection regime, clean and disinfect as necessary. If evidence shows that the unit regularly overflows hot water into the integral cold-water header tank, instigate a temperature monitoring regime to determine the frequency and take precautionary measures as determined by the findings of this monitoring regime	Annually
	Check water temperatures at an outlet to confirm the heater operates at 55 °C	Monthly
<b>Cold water tanks</b>	Inspect cold water storage tanks and carry out remedial work where necessary	Annually
	Check the tank water temperature remote from the ball valve and the incoming mains temperature. Record the maximum temperatures of the stored and supply water recorded by fixed maximum/minimum thermometers where fitted	Annually (Summer) or as indicated by the temperature profiling
<b>Cold water services</b>	Check temperatures at sentinel taps (typically those nearest to and furthest from the cold tank, but may also include other key locations on long branches to zones or floor levels). These outlets should be below 20 °C within two minutes of running the cold tap. To identify any local heat gain, which might not be apparent after one minute, observe the thermometer reading during flushing	Monthly
	Take temperatures at a representative selection of other points to confirm they are below 20 °C to create a temperature profile of the whole system over a defined time period. Peak temperatures or any temperatures that are slow to fall should be an indicator of a localised problem	Representative selection of other sentinel outlets considered on a rotational basis to ensure the
	Check thermal insulation to ensure it is intact and consider weatherproofing where components are exposed to the outdoor environment	Annually
<b>Showers and spray taps</b>	Dismantle, clean and descale removable parts, heads, inserts and hoses where fitted	Quarterly or as indicated by the rate of fouling or other risk factors, e.g. areas with high risk patients
<b>POU filters</b>	Record the service start date and lifespan or end date and replace filters as recommended by the manufacturer (bacterial-retention filters should be used primarily as a temporary control measure while a permanent safe engineering solution is developed, although long-term use of such filters may be needed in some healthcare situations)	According to manufacturer's guidelines
<b>Base exchange softeners</b>	Visually check the salt levels and top up salt, if required. Undertake a hardness check to confirm operation of the softener	Weekly, but depends on the size of the vessel and the rate of salt consumption
	Service and disinfect	Annually, or according to manufacturer's guidelines

<b>Multiple use filters</b>	Backwash and regenerate as specified by the manufacturer	According to manufacturer's guidelines
<b>Infrequently used outlets</b>	<p>Consideration should be given to removing infrequently used showers, taps and any associated equipment that uses water. If removed, any redundant supply pipework should be cut back as far as possible to a common supply (e.g. to the recirculating pipework or the pipework supplying a more frequently used upstream fitting) but preferably by removing the feeding 'T'</p> <p>Infrequently used equipment within a water system (i.e. not used for a period equal to or greater than seven days) should be included on the flushing regime.</p> <p>Flush the outlets until the temperature at the outlet stabilizes and is comparable to supply water and purge to drain.</p> <p>Regularly use the outlets to minimize the risk from microbial growth in the peripheral parts of the water system, sustain and log this procedure once started.</p> <p>For high risk populations, e.g. healthcare and care homes, more frequent flushing may be required as indicated by the risk assessment.</p>	Weekly, or as indicated by the risk assessment
<b>TMVs</b>	Where integral, inspect, clean, descale + disinfect any strainers or filters associated with TMVs. To Maintain protection against scald risk, TMVs required regular routine maintenance carried out by competent person in accordance with the manufacturers instructions. There is further information in paragraphs 2.152 – 2.168 of HSG274 Part 2.	Annually or on a frequency defined by the risk assessment, taking account of any manufacturer's recommendations
<b>Inline Strainers</b>	Where fitted inspect, clean, descale and disinfect any strainers or filters associated with TMVs or other sensitive equipment.	Annually or on a frequency defined by the risk assessment, taking account of any manufacturer's recommendations
<b>Pressurisation and Expansion vessels</b>	<p>Where practical, flush through and purge to drain.</p> <p>Bladders should be changed according to the manufacturer's guidelines or as indicated by the risk assessment</p>	Monthly–six monthly, as indicated by the risk assessment
<b>Biocidal Treatment Systems</b>	Check the dosing and control system operation including alarms + chemical stocks.	Weekly
<b>Biocidal Treatment Systems</b>	Measure the treatment parameters to establish the required values are being achieved at representative outlets including sentinel outlets	Weekly



<b>Biocidal Treatment Systems</b>	Validation + calibration + servicing of biocide systems should be carried out at the frequencies recommend by the manufacturer	Validation + calibration + servicing of biocide systems should be carried out at the frequencies recommend by the manufacturer
<b>Closed System Test + Dose</b>	The typical frequency of routine monitoring for heating and cooling systems in non-domestic buildings is one to three months or as per system condition. This can be guided by BSRIA recommendations.	Quarterly – BSRIA Guidance
<b>Pseudomonas Sampling</b>	Pseudomonas sampling is intended to help healthcare providers establish whether the water in augmented care units is contaminated with P. aeruginosa, and if it is, to help locate its origin and to monitor the efficacy of remedial measures. This should be guided by the relevant water safety group and HTM guidance.	WSG Guidance - Augmented Areas (Immunosuppressed, Critical Care, Renal, Respiratory, ICU) Pseudomonas Risk Assessment
<b>Legionella Sampling</b>	Legionella monitoring should be carried out where there is doubt about the efficacy of the control regime or where the recommended temperatures, disinfectant concentrations of other precautions are not consistently achieved throughout a system. This should be guided by the relevant water safety group and HTM guidance.	WSG Guidance – Legionella Risk Assessment
<b>Side-Stream Filtration</b>	Service as per manufacturer specification one to three months or as per system condition.	Quarterly – BSRIA Guidance
<b>RPZ Servicing</b>	In accordance with WRAS information + guidance note AIM-08-01 Issue 2	Annual

**9. DETAIL ON RECOMMENDATIONS – REFERENCE GUIDE WHERE APPLICABLE ONLY**

DETAIL ON RECOMMENDATIONS	
DRINKING/POTABLE WATER	
RS.01	In many cases where an expansion vessel is installed using long pipework lengths this will become stagnated and an area for bacteria harbourage that could contain legionella. Re-install the expansion vessel as close to the pipe work it supports and upright to reduce the dead leg length and install automatic flushing valves to reduce the chance of stagnation within. This action will greatly improve any control regime put in place.
RS.01a	The water system has been visually assessed for non-metallic materials that may be used in items such as inline valves, test points and flexible hoses. They should be replaced according to the guidance in safety alert DH (2010) 03 – 'Flexible water supply hoses'
RS.02	Where not all cold-water taps are supplied by suitable drinking water it is advisable to label the appropriate outlets. Where the majority is suitably supplied an alternative may be to label the non-suitable outlets.
RS.02a	Water softener - Check weekly but may depend on the size of the vessel and the rate of salt consumption. Service and disinfect the softener/s annually or according to manufactures guidelines.
RS.03	Good operational practice and the Approved Code of Practice L8 require that monitoring is completed in order to ensure that the control method remains satisfactory. The monitoring should be completed by a suitably competent person and results, including a written report annually, should be logged.
RS.03a	It is recommended within the ACOP that any non-compliant materials are removed and replaced with a WRAS approved product.
RS.04	Where hose reels are in situ and are not regularly used they should be flushed through to prevent stagnation of the water that they hold. This should be completed by an approved method that minimises the amount of water aerosol produced.
RS.05	It is considered as good practice that bacteriological quality of drinking water is monitored. The results should validate the water to be within the parameters of the EC Directive and also within Industry Recognised Standards.
RS.06	To eradicate the possibility of back flow contamination of the mains potable water supply we recommend double check valves are installed to all hose tap unions and any other outlets that may have, or already has a hose attached.
RS.07	Where outlets are irregularly used they will create partial stagnation of localised fittings and pipe work. This condition will then favour the potential multiplication of bacteria and other micro-organisms, as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures rising towards tepid levels.
RS.08	Some tap outlets have a build-up of scale present that can harbour bacteria including Legionella, E. coli and Coli forms, these outlets should be de-scaled on a regular basis to reduce the risk of contamination to the water they produce. Installing a water softener is another option to eradicate outlet scaling issues.
RS.09	Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions. The 'dead leg' should be removed back to source and the source pipe be capped or 'pieced through' so as not to leave any pipe spigot. If the dead leg is a faulty outlet then repair and bring back into service.
RS.10	To eradicate the possibility of bacterial contamination of the mains potable water supply we recommend double check valves are installed as close to the source of the Mains supply to the Primary Heating System. Because of the nature of the primary heating system it will utilize very little water thus allowing the mains water supply to become an acting dead leg that may become colonized with pathogenic bacteria such as Legionella.

DETAIL ON RECOMMENDATIONS
DRINKING/POTABLE WATER
RS.10a - CAT 4 backflow protection - To eradicate the possibility of chemical contamination of the mains potable water supply we recommend a category 4 RPZ is installed to the Primary Heating System quick fill pipework.
RS.11 - To eradicate the possibility of back flow contamination of the mains potable water supply ensure all hoses are removed from any outlet that has one attached. An AA air gap is also known as a 'fluid category 5', fluid representing a serious health hazard because of the concentration of pathogenic organisms, radioactive or very toxic substances, including any fluid that contains: faecal material or any human waste, butchery or any other animal waste, or pathogens from any other sources.
RS.12 - Hoses attached to any tap outlets without back flow protection pose a risk of category five water siphoning back through the hose and contaminating the water supply. We recommend total removal of the hose after each use or the installation of a double check valve as a minimum requirement.
RS.13 - Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions.
RS.13a - The mains cold water pipework requires suitable and approved insulation to reduce thermal gain. Poor insulation is likely to be problematic during the summer period and in any warm ambient environment, as the temperature would be likely rise to above the 20°C maximum recommended within ACOP L8 for stored cold water. Temperatures of cold-water services above 20°C, particularly approaching tepid levels, would create a major factor in allowing bacteria and other micro-organisms to multiply to harmful levels.
RS.14 - The traditional approach to control legionella is temperature, to aid the monitoring regime currently in place we highly recommend the installation of a continuous biocide treatment device, obviously there are a number of commercial systems available on the market, for example ozone and UV treatment, Ionization and the most common Chlorine Dioxide. Chlorine Dioxide is an oxidizing biocide capable of reacting with a wide range of organic substances. Levels of just 0.5mg/l can, if properly managed, be effective against planktonic and sessile legionella in hot and cold-water systems.
RS.14a - Due to the specific nature of this particular water system the conditions will provide an environment in which micro-organisms can proliferate. Remove all disused pipes and dispose.

**DETAIL ON RECOMMENDATIONS****DOMESTIC COLD-WATER STORAGE**

RC.15 - Where sediment, scale or other debris have contaminated a storage vessel they will provide shelter and nutrition for bacteria and other micro-organisms, which can then potentially multiply to harmful levels. ACOP L8 advises that cold water storage tank/s are inspected regularly and cleaned as required. The tanks should be maintained free from debris or contamination. If they are not, they should be cleaned and chlorinated along with all down services.

RC.15a - The water system has been visually assessed for non-metallic materials that may be used in items such as inline valves, test points and flexible hoses. They should be replaced according to the guidance in safety alert DH (2010) 03 - 'Flexible water supply hoses'

RC.16 - Internal corroded surfaces are unhygienic by their nature, as they provide shelter and nutrition for bacteria, and also pose the threat of total perforation and leakage potentially causing water damage. Approved Code of Practice L8 and BS6700:1997 specifications additionally refer to corroded surfaces as unsuitable for water storage. The corroded surfaces should be refurbished with a WRAS approved system that offers value and longevity of service.

RC.16a - Valves are not identified – Label valves and compile an identification chart.

RC.17 - Consider vessel refurbishment by carefully treating corroded surfaces with WRAS approved coating or consider vessel replacement with GRP tank that is correctly sized and compliant with water supply regulations. The latter may prove to be more cost effective and provide greater life expectancy than corrosion treatment. This project will require the attention of a suitably competent and experienced mechanical engineer, in order to determine the most effective method of completion.

DETAIL ON RECOMMENDATIONS	
DOMESTIC COLD-WATER STORAGE	
RC.17a	The cold-water storage vessel temperature has become elevated. A common cause for this is the hot water from the calorifier is venting back in the tank or a thermal mixing valve may have failed. This condition will favour the potential multiplication of bacteria and other micro-organisms. Fit a check valve on the supply directly before the cold water enters the calorifier, service all TMV's.
RC.18	The existing domestic cold-water storage vessel/s is/are beyond repair and refurbishment and the site still requires water storage capacity. Therefore, new replacement WRAS approved and appropriately sized vessel/s should be installed in accordance with BS6700:2006 specification. This project will require the attention of a suitably competent and experienced mechanical engineer, in order to determine the most effective method of completion.
RC.19	The existing domestic cold-water storage vessel/s is/are beyond repair and refurbishment and stored water may not be required as part of this system. This project will require the attention of a suitably competent and experienced mechanical engineer, in order to determine the most effective method of completion.
RC.19a	The use of uncapped PVC-U pipes (or similar) within cold water storage tanks as support structure for the lid is likely to lead to stagnation and harbouring of harmful micro-organisms.
RC.20	The cold-water storage vessel Cover/s require any area where the ingress of air borne debris, rodents and insects to be sealed using a suitable material this will reduce cross contamination and greatly improve water quality.
RC.21	To estimate the storage vessel/s retention time a 'drop test' should be under taken, alternatively a water meter can be installed and utilized to acquire the same result. If the vessel/s are found to be over capacity as thought the vessel will need to be down sized to achieve a retention time of <24 hours or complete vessel/s removal and converted to mains supply is an option.
RC.22	The cold-water storage vessel/s require/s suitable and approved tight fitting cover/s with screened breather to protect water from contamination from airborne debris, insects and rodents.
RC.23	The cold-water storage vessel/s require/s suitable and approved insulation to reduce thermal gain. Poor insulation is likely to be problematic during the summer period and in any warm ambient environment, as the temperature would be likely rise to above the 20°C maximum recommended within ACOP L8 for stored cold water. Temperatures of cold-water services above 20°C, particularly approaching tepid levels, would create a major factor in allowing bacteria and other micro-organisms to multiply to harmful levels.
RC.23a	The cold-water storage pipework requires suitable and approved insulation to reduce thermal gain. Poor insulation is likely to be problematic during the summer period and in any warm ambient environment, as the temperature would be likely rise to above the 20°C maximum recommended within ACOP L8 for stored cold water. Temperatures of cold-water services above 20°C, particularly approaching tepid levels, would create a major factor in allowing bacteria and other micro-organisms to multiply to harmful levels.
RC.24	Internal surfaces of storage vessel/s will become contaminated by moisture caused by condensation if there is no ventilation within them. A breather vent is therefore required to be installed within the cover and this requires an approved screen to prevent the possible ingress of insects, rodents or birds.
RC.25	Some tap outlets have a build-up of scale present that can harbour bacteria including Legionella, E. coli and Coli forms, these outlets should be de-scaled on a regular basis to reduce the risk of contamination to the water they produce.
RC.26	It is possible for insects, rodents or birds to ingress the storage vessel/s via the overflow pipe. It is therefore required that an approved fitting is installed to provide a screen and therefore prevent potential access.
RC.27	It is recommended in the Water Regulations 1999 that a warning pipe with insect screen is installed to any cold-water storage vessel with more than 1000 litres capacity. This pipework must be clearly visible or have some other form of alarm to ensure that any overflow situation can be attended and rectified



DETAIL ON RECOMMENDATIONS	
DOMESTIC COLD-WATER STORAGE	
RC.28	Unsatisfactory positioning of the overflow pipe may cause unnoticeable water consumption or even a major flooding! Warning pipes must be clearly visible or have some other form of alarm to ensure that any overflow situation can be attended and rectified.
RC.29	If the vent pipe discharges water this can cause contamination of the vessel and also will raise the temperature of the stored cold water towards tepid levels. External discharge will prevent this occurrence and the tundish should be positioned in a visible location.
RC.30	Where cold water storage vessels are linked in series and there is little water demand then stagnation may occur. We recommend a drop test should then be undertaken to ascertain the retention time of the vessels water usage over a 24hr period, if the results suggest there is a low water demand we recommend total removal of the effected vessel and the pipe work repositioned accordingly. If the vessels capacity is used within the 24hr period then a second ball valve is to be installed to the effected vessel and pipe work repositioned into a parallel configuration. Ensure inlet ball valves are balanced prior to re-commissioning to create even water flow through each vessel.
RC.31	Where the cold-water storage vessels are incorrectly linked and there is little water demand then stagnation within the second vessel may occur. We recommend a drop test should then be undertaken to ascertain the retention time of the vessels water usage over a 24hr period, if the results suggest there is a low water demand we recommend total removal of the second vessel and the pipe work repositioned accordingly. If the vessels capacity is used within the 24hr period then a second ball valve is to be installed to the second vessel and pipe work repositioned into a parallel configuration. Ensure both inlet ball valves are balanced prior to re-commissioning to create even water flow through each vessel.
RC.32	A gap around the vent pipe caused by allowing too much tolerance when installing through the cover, will allow ingress of airborne debris and insects. Where the gaps are significant, rodents and birds may also be able to enter the vessel/s.
RC.33	Where site stored water is supplying water used for drinking purposes, it is recommended within BS6700:2006 specification and as good practice, that the bacteriological quality is monitored. The results should be within the parameters of the EC Directive or the interpretation of these known as the Industry Recognised Standards.
RC.34	Where cold water pipe work runs in close proximity to hot water/heating system pipe work or just a warm ambient atmosphere and is not adequately insulated then thermal heat gain will occur. This condition will favour the potential multiplication of bacteria and other micro-organisms such as Legionella. All affected areas should be lagged accordingly not to allow these conditions to occur.
RC.35	Due to the physical situation it can be extremely difficult and therefore time consuming to trace pipe work runs and to identify all associated outlets particularly where there is limited site experience available and no previous reliable drawing or schematics.
RC.36	Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions. The 'dead leg' should be removed back to source and the source pipe be capped or 'pieced through' so as not to leave any pipe spigot.
RC.37	Good operational practice and the Approved Code of Practice L8 requires that monitoring and inspection is completed in order to ensure that the operational condition of domestic cold-water vessels remains satisfactory. The monitoring should be completed by a suitably competent person and results, including a written report monthly, should be logged.
RC.38	Good operational practice and the Approved Code of Practice L8 require that monitoring is completed in order to ensure that the control method remains satisfactory. The monitoring should be completed by a suitably competent person and results, including a written report annually, should be logged.
RC.39	We recommend that the pipe work is repositioned so that the inlet and outlet pipes are at opposed ends of the vessel or that an internal 'sparge pipe' is fitted to the outlet. This will ensure that the flow of water is throughout the vessel from inlet to outlet and therefore avoiding partial stagnation.

## DETAIL ON RECOMMENDATIONS

### DOMESTIC COLD-WATER STORAGE

RC.40 - During periods of high ambient temperatures, the incoming town mains water temperature can approach or exceed the Approved Code of Practice L8 recommended maximum temperature of 20°C, for storage and delivery. During these periods the water temperature should not exceed 25°C and this may require additional flushing to be undertaken to ensure high throughput of water or additional insulation of storage vessels and pipe work to resist heat gain.

RC.41 - Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions.

RC.42 - The resin beds of base exchange water softeners potentially provide a breeding ground for bacteria to inhabit and multiply within. It is therefore important that these are disinfected as part of an annual maintenance regime. This will also follow requirements detailed within the Approved Code of Practice L8. The choice of disinfectant to be used and the required strength of solution should be taken into account to prevent damage to the resin.

RC.43 - Where the water is used for drinking purposes it is recommended within BS6700:2006 specification and as good practice that the bacteriological quality is monitored. The results should validate the water to be within the parameters of the EC Directive and also Industry Recognised Standards.

RC.44 - Warning pipes or overflow pipes when warning pipes not fitted, must be clearly visible or have some other form of alarm to ensure that any overflow situation can be attended and rectified.

RC.45 - Where hose reels are in situation and are not regularly used they should be flushed through to prevent stagnation of the water that they hold. This should be completed by an approved method that minimises the amount of water aerosol produced.

RC.46 - Where outlets are irregularly used they will create partial stagnation of localised fittings and pipe work. This condition will then favour the potential multiplication of bacteria and other micro-organisms, as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures rising towards tepid levels.

RC.47 - In many cases where an expansion vessel is installed using long pipework lengths this will become stagnated and an area for bacteria harbourage that could contain legionella. Re-install the expansion vessel as close to the pipe work it supports and upright to reduce the dead leg length and install automatic flushing valves to reduce the chance of stagnation within. This action will greatly improve any control regime put in place.

RC.48 - During periods of high ambient temperatures, the domestic down water service temperature can approach or exceed the Approved Code of Practice L8 recommended maximum temperature of 20°C, for storage and delivery. During these periods the water temperature should not exceed 25°C and this may require additional flushing to be undertaken to ensure high throughput of water or additional insulation of storage vessels and pipe work to resist heat gain. Other underlying factors may cause temperatures to rise to unsatisfactory margins such as hot water venting back in to vessel/s via expansion pipes or faulty non return valves letting by.

RC.49 - Where the outlets of the vessels join to the down services, if one vessel connection is closer, this vessel will become the main supply vessel. This will result in the demand on the second vessel to be minimal thus becoming stagnated. The ball valve in both vessels will need to be balanced to allow vessels to fill simultaneously, eliminating the chance of stagnation to occur or to bring one of the vessels off line.

RC.49a - Because of long pipework runs on the cold-water system temperatures are exceeding the recommended temperature guidelines of <20.0°C after 2 minutes running time. Install automatic purging valve/s at the sentinel far points to aid water flow or introduce a daily flushing regime to ensure fresh water reaches these points.

## DETAIL ON RECOMMENDATIONS

### HOT WATER STORAGE

RH.50 - Where temperature is used as the means of controlling Legionella the hot water circulation loops far point/s (Sentinel point/s) should reach 50.0°C after 1-minute flushing period (55.0°C Healthcare). If the required temperature is not achieved after this time, as in this case a control measure will need to be implemented. Simple daily flushing of the outlet/s can be carried out, Trace heating can be installed or outlet/s can be cut back to the supply they support and point of used water heater utilised if they are found to be supplied from a long pipework configuration.

RH.50a - The water system has been visually assessed for non-metallic materials that may be used in items such as inline valves, test points and flexible hoses. They should be replaced according to the guidance in safety alert DH (2010) 03 – 'Flexible water supply hoses'

RH.51 - Hot water storage calorifiers can become internally contaminated with sediment, debris and, in hard water areas, lime scale. These deposits will provide shelter and nutrition for bacteria and other micro-organisms which can then potentially multiply to harmful levels, particularly where tepid water temperatures prevail. Annual internal inspection and cleaning of the vessel/s is good maintenance practice and required within the Approved Code of Practice L8.

RH.52 - Hot water storage calorifiers can become internally contaminated with sediment, debris and, in hard water areas, lime scale. These deposits will provide shelter and nutrition for bacteria and other micro-organisms which can then potentially multiply to harmful levels, particularly where tepid water temperatures prevail. Where no access/ inspection hatch is installed, disinfect the calorifier on an annual basis, and undertake water sampling and analysis for specific legionella bacteria annually at each sentinel point from the associated system.

RH.53 - The base of the calorifier/s may harbour elevated levels of bacteria due to the potential for tepid temperatures and contamination by sediment, debris and lime scale deposits. Where there is no way of regularly inspecting the interior of the vessel/s then alternative precautionary action needs to be undertaken.

RH.54 - In hard water areas lime scale deposit will slowly build up on shower heads. Lime scale can harbour potentially harmful bacteria such as legionella because of this and the aerosol produced from the shower itself this is always an area of concern and regular decaling and disinfection is required.

RH.55 - In hard water areas lime scale deposit will slowly build up spray tap outlets. Lime scale can harbour potentially harmful bacteria such as legionella because of this and the aerosol produced from the outlet itself this is always an area of concern. Regular decaling and disinfection of this particular type of outlet is recommended.

RH.56 - In many cases where an expansion vessel is installed using long pipework lengths this will become stagnated and an area for bacteria harbourage that could contain legionella. Re-install the expansion vessel as close to the pipe work it supports and upright to reduce the dead leg length and install automatic flushing valves to reduce the chance of stagnation within. This action will greatly improve any control regime put in place.

RH.57 - It is Imperative that the dual secondary duty pump sets are alternated on a minimum of a weekly basis to allow for fresh water flow through to the duty pump to reduce pathogenic bacteriological harbourage that can occur if unattended.

RH.58 - Thermostatic mixing valves (TMV's) should be sited as close as possible to the point of use. Ideally, a single TMV should not serve multiple tap outlets but, if they are used, the mixer pipework should be kept as short as possible.

RH.59 - In many cases where an expansion vessel is installed using long pipework lengths this will become stagnated and an area for bacteria harbourage that could contain legionella. Install a WRAS approved accumulator vessel on pressure-boostered hot or cold-water services with a diaphragm which is accessible for cleaning.

RH.60 - Where shower fittings become disused due to lack of maintenance i.e. (Broken shower heads and leaking shower pipes). this will create conditions that will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient condition

RH.61 - Ensure this unit is maintained in accordance with the manufacturer's recommendations, the discharge points are free of lime scale deposits and that water temperatures are satisfactory. ACOP recognizes temperatures greater than 45°C as a level at which legionella bacteria cannot multiply. Therefore, where the unit is supplied directly by town mains, used regularly and does not supply shower facilities, a storage temperature of 50°C will be an adequate control while reducing the risk of scalding to the users. A Thermostatic Mixer Valve could be considered for installation to further reduce scalding risks or to allow an increase stored temperature to 60°C.

DETAIL ON RECOMMENDATIONS
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<b>HOT WATER STORAGE</b>
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RH.62 - In hard water areas lime scale deposit will slowly build up on shower heads. Lime scale can harbour potentially harmful bacteria such as legionella because of this and the aerosol produced from the shower itself this is always an area of concern and regular decaling and disinfection is required.
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RH.63 - Where outlets are irregularly used they will create partial stagnation of localised fittings and pipe work. This condition will then favour the potential multiplication of bacteria and other micro-organisms, as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures rising towards tepid levels.
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RH.64 - Where outlets are irregularly used they will create partial stagnation of localised fittings and pipe work. This condition will then favour the potential multiplication of bacteria and other micro-organisms, as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures rising towards tepid levels.
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RH.65 - Where outlets are irregularly used they will create partial stagnation of localised fittings and pipe work. This condition will then favour the potential multiplication of bacteria and other micro-organisms, as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures rising or falling towards tepid levels.
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RH.66 - Stored hot water temperatures are not consistent with the recommended required parameters for the control of <i>L. pneumophila</i> , where temperature is the chosen method of control. Temperatures of stored hot water are recommended to be a minimum of 60°C with outlet and secondary return temperatures to be a minimum of 50°C. However, elevating the stored water temperature can increase the risk of scalding and suitable control measures should be implemented.
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RH.67 - Good operational practice and the Approved Code of Practice L8 require that monitoring is completed in order to ensure that the control method remains satisfactory. The monitoring should be completed by a suitably competent person and results, including a written report monthly, should be logged.
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RH.68 - It is imperative that the secondary hot water service return circuit is in constant circulation so that hot water can be provided to the associated outlets at a minimum of 50.0°C after 1-minute operation time. If the circuit temperatures reach tepid levels this may allow for bacteriological colonisation or other micro-organisms including Legionella to multiply to harmful levels.
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RH.69 - Where hot water temperatures are at potentially scalding levels then action should be taken to reduce risk. As a minimum temperature warning signs can be fitted, however the installation of Thermostatic Mixing Valves or as an alternative bacteriological control regime can be considered.
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RH.70 - Take sample directly from the hot water storage vessel drain point, where no drain is available for water quality inspection samples should be taken from the closest representative outlet on a minimum of once annually and analysis undertaken for specific legionella bacteria.
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RH.71 - Some tap outlets have a build-up of scale present that can harbour bacteria including Legionella, <i>E. coli</i> and <i>Coli</i> forms, these outlets should be de-scaled on a regular basis to reduce the risk of contamination to the water they produce.
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## DETAIL ON RECOMMENDATIONS

### HOT WATER STORAGE

RH.72 - Where temperature is used as the means of controlling legionella, the hot water circulating loop should be designed to give a return temperature to the calorifier of 50°C or above. The pipe work branches to individual hot outlets should be sufficient size to enable the water in each of the hot outlets to reach 50°C within 1 minute of turning on the tap. The installation of a secondary duty pump to the return pipework to the calorifier will create a constant loop of hot water at the required temperature.

RH.73 - Where hot water temperatures are at potentially scalding levels then action should be taken to reduce risk. Install Thermostatic Mixing Valves at all area as detailed within this report.

RH.74 - It is recommended that the hot water is to be stored at 60°C and distributed so that it reaches a temperature of 50°C within one minute at the outlets. Ensure the manually activated timer circuit is removed from the domestic hot water storage calorifier.

RH.75 - Timer switches allow the vessel/s to cool to temperatures unacceptable for the control of legionella. Temperatures of between 20°C and 45°C favour the growth of bacteria. Ensure the timer control is removed and vessel heated to at least 60°C constantly.

RH.76 - Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions.

RH.77 - Where a drain is available from the Calorifiers/Hot water storage vessels they should be flushed/purged until clear on a quarterly basis and records kept to prove this action is carried out.

RH.77a - Valves are not identified - Label valves and compile an identification chart.

RH.78 - The hot water storage vessel/s require/s suitable and approved insulation to reduce thermal loss. Poor insulation is likely to be problematic and will increase fuel or electricity consumption.

RH.78a - The hot water pipework requires suitable and approved insulation to reduce thermal heat loss. Poor insulation is likely to be problematic and will increase fuel or electricity consumption.

RH.79 - Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions. The 'dead leg' should be removed back to source and the source pipe be capped or 'pieced through' so as not to leave any pipe spigot.

RH.79a - Where integral, inspect, clean, descale and disinfect any strainers or filters associated with TMVs. To maintain protection against scald risk, TMVs require regular routine maintenance carried out by competent persons in accordance with the manufacturer's instructions. There is further information in paragraphs 2.152–2.168 of HSG274 Part 2.

RH.80 - It is recommended within the ACOP that the hot water is to be stored at 60°C and distributed so that it reaches a temperature of 50°C within one minute at the associated outlets. If the temperature is allowed to fall below this specified margin it raises concern for bacterial infiltration and colonisation. Ensure the timer circuit is removed from the domestic hot water storage calorifier so that the water is heated to >60°C constantly, this will suppress the growth of any pathogenic bacteria.

RH.80a - It is recommended within the ACOP that any non-compliant materials are removed and replaced with a WRAS approved product. In this case the contaminated water coming from this particular outlet is caused by cast iron pipework within the system, heavily corroded pipework will act as a nutrient for Legionella bacteria and greatly increases the RISK associated with this system.



## DETAIL ON RECOMMENDATIONS

### HOT WATER STORAGE

RWH. 81 - Good operational practice and the Approved Code of Practice L8 require that monitoring is completed in order to ensure that the control method remains satisfactory. The monitoring should be completed by a suitably competent person and results, including a written report monthly, should be logged.

RWH. 82 - In many cases where an expansion vessel is installed using long pipework lengths this will become stagnated and an area for bacteria harbourage that could contain legionella. Re-install the expansion vessel as close to the pipe work it supports and upright to reduce the dead leg length. Some unit types will also have additional purge valves installed so the vessel/s can be regularly flushed to reduce the chance of stagnation within. This action will greatly improve any control regime put in place.

RWH. 83 - Ensure this unit is maintained in accordance with the manufacturer's recommendations, the discharge points are free of lime scale deposits and that stored water temperatures are satisfactory.  
ACOP recognizes temperatures greater than 45°C as a level at which legionella bacteria cannot multiply. Therefore where the unit is supplied directly by town mains, used regularly and does not supply shower facilities, a storage temperature of 50°C will be an adequate control bacteria while reducing the risk of scalding to the users. A Thermostatic Mixer Valve could be considered for installation to further reduce scalding risks or to allow an increase stored temperature to 60°C.

RWH. 84 - Where outlets are irregularly used they will create partial stagnation of localised fittings and pipe work. This condition will then favour the potential multiplication of bacteria and other micro-organisms, as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures falling towards tepid levels.

RWH. 85 - ACOP recognizes temperatures greater than 45°C as a level at which legionella bacteria cannot multiply. Currently the heater/s is/are faulty and not producing hot water at the required temperature repair heater/s and maintain temperature of >50°C.

RWH. 86 - In hard water areas lime scale deposit will slowly build up on shower heads. Lime scale can harbour potentially harmful bacteria such as legionella because of this and the aerosol produced from the shower itself this is always an area of concern and regular descaling and disinfection is required.

RWH. 87 - Water heaters of this type typically contain a small integral header tank (usually around 15 litres). The total volume is usually less than 50 litres. The cold water Cistern temperatures may often become elevated therefore increasing the level of risk. These heaters usually serve more than one outlet. Ensure that they are maintained in accordance with the manufacturer's guidelines and that they heat water to at least 60°C. Include these assets within the ongoing temperature monitoring program and record all actions within the site logbook. The cold water header tank should be regularly inspected and cleaned and disinfected as required.

RWH. 88 - Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions.

The 'dead leg' should be removed back to source and the source pipe be capped or 'pieced through' so as not to leave any pipe spigot.

RWH. 88a - The hot water pipework requires suitable and approved insulation to reduce thermal heat loss.

RWH. 89 - Thermostatic mixing valves (TMV's) should be sited as close as possible to the point of use. Ideally, a single TMV should not serve multiple tap outlets but, if they are used, the mixer pipe work should be kept as short as possible.

RWH. 89a - Some tap outlets have a build-up of scale present that can harbour bacteria including Legionella, E.coli and Coli forms, these outlets should be de-scaled on a regular basis to reduce the risk of contamination to the water they produce.

RWH. 89b - Pipe work 'dead legs' are sections that are either not used or rarely used. This condition will favour the potential multiplication of bacteria and other micro-organisms within the stagnant water that they contain as these elements will be sheltered from the control regime and there is also a likelihood of the water temperatures will rise towards tepid levels, particularly in elevated ambient conditions.

**10. RISK SCALE**

The description below is a guideline to the interpretation of the Risk Level Evaluation, as this procedure may be subjective based on professional training and experience.

Influencing Growth Factors					
Contamination		Amplification		Through-Flow	
1	Chemically Controlled	1	Cold <20C Hot Water Storage & Flow >60C Hot Distribution >50C (55C HTM) Return >50C	1	High Turnover
1	Wholesome	3	Warm or Cool >20-31C, 43-50C Hot Storage & Flow <60C Return Temperature/Loops <50C (55CHTM)	3	Moderate turnover, flushed or exercised
2	Clean and Stored or Softened				
3	Exposed to Contamination				
4	Contamination	5	Near Optimum 32-42C	5	Low or no turnover, excessive bleed
5	Legionella Present				

Influencing Factors on Contracting Disease							
Transmission		Exposure		Susceptibility		Management Risk	
1	Still or Smooth Flowing	1	Brief and Few	1	General	1	Confident
		2	Brief and Numerous				
3	Splashing	4	Prolonged and Numerous	3	Some Susceptibility Selection	4	Not Confident
5	Aerosol Generating	5	Excessive	5	Substantial Susceptibility Selection		

Scoring Matrix					
	Insignificant	Minor	Moderate	Major	Catastrophic
Very Unlikely	1	2	3	4	5
Unlikely	2	4	6	8	10
Fairly Likely	3	6	9	12	15
Likely	4	8	12	16	20
Very Likely	5	10	15	20	25

Scoring Matrix				
Risk	Action	Risk	Designation	Category Description
1 to 2	No Action	Very Low	A	Very Good Control of Water Quality and Very Low Risk
3 to 6	Monitor	Low	B	Above Average Control of Water Quality and Low/Medium Risk
8 to 12	Action	Medium	C	Average Control of Water Quality and Medium Risk
15 to 16	Urgent Action	High	D	Below Average Control of Water Quality and Medium/High Risk
20 to 25	Stop	Very High	E	Generally Poor Control of Water Quality and High Risk

Inherent Risk Before Controls	D
Current Residual Risk Level	C
ALARP Risk Level With Additional Control Complete	A

**11. CORRECTIVE ACTION TIMELINES**

It is considered that the following action points should be implemented in order to reduce risk from Legionella. The timescales for the completion of the action points is determined by the priority rating. The timescales below are for guidance only; it is recommended that the action points are completed according to their risk rating. These timescales are given only as a guide to assist implementation; even so, it is recommended that the work be carried out as soon as reasonably practicable.

PRIORITY	DETAIL ON PRIORITY
<p><b>P1</b> <b>HIGH</b></p>	<p>To be completed as soon as reasonably practicable.</p> <p>These are urgent and important actions and directly related to a loss of control and exposure to unacceptable levels of risk.</p>
<p><b>P2</b> <b>MODERATE</b></p>	<p>Important to maintain good system hygiene.</p> <p>These are matters which relate to accepted standards, code of practice and legal requirement. These actions should be targeted for completion within a month or phased over a 3-month period if appropriate.</p>
<p><b>P3</b> <b>LOW</b></p>	<p>Represent best practice</p> <p>These are actions which represent or suggest minor improvements to existing procedures or conditions in line with best practical guidance.</p>

**12. HOT AND COLD-WATER SERVICES - MICROBIOLOGICAL ACTIVITY ACTION LEVELS**

LEGIONELLA BACTERIA Cfu/Litre	ACTION REQUIRED
All sample 0 cfu/l	No action required.
Up to 100 cfu/l	Any detection of legionella should be investigated and, if necessary, the system resampled to aid interpretation of the results in line with the monitoring strategy and risk assessment.
>100 cfu/l and up to 1000	<p style="text-align: center;"><b>If the <u>minority</u> of samples are positive.</b></p> <p>The system should be resampled – if similar results are found again, a review of the control measures and risk assessment should be carried out to identify any remedial actions necessary.</p> <p style="text-align: center;"><b>If the <u>majority</u> of samples are positive.</b></p> <p>The system may be colonised (at low level). An immediate review of the control measures and risk assessment should be carried out to identify any other remedial action required. Disinfection of the system should be considered.</p>
>1000 cfu/l	The system should be resampled and an immediate review of the control measures and risk assessment carried out to identify any remedial actions, including possible disinfection of the system. Retesting should take place a few days after disinfection and at frequent intervals afterwards until a satisfactory level of control is achieved.





## **14. ACTION TO BE TAKEN IN THE EVENT OF LEGIONELLA CONTAMINATION**

### **Legionella in Hot and Cold-water Storage Vessels**

The nominated Responsible Persons(s) should be informed of the serotype and number of bacteria.

Implement cleaning and disinfection of the vessel and all the associate services leading from the vessel. Care must be taken particularly to clean and disinfect shower heads.

Re-test the system following cleaning and disinfection.

Re-assess the routine maintenance regime/system design.

### **Suspected Case of Legionnaires Disease**

The nominated Responsible Persons(s) should be informed of the serotype and number of bacteria if known at the time. Also advise of the number of suspected cases where they are.

The nominated Responsible Person(s) will inform the Environmental Health Officer/Health and Safety Executive and ask for their immediate advice and assistance. It is normal for them to send a team to investigate and rectify the problem. It is important for them to be able to trace where the disease has come from.

**DO NOT DRAIN ANY SYSTEM UNTIL TOLD TO DO SO, BUT DO ISOLATE THEM FROM SERVICE.**

**DO NOT SPEAK TO ANYONE ABOUT THE PROBLEM OTHER THAN THE NOMINATED CONTACTS OR 4i WATER SERVICES REPRESENTATIVE.**

**DO NOT MAKE CONTACT WITH THE PRESS.**

### **Escalation pathway**

If a healthcare associated incident/outbreak of Legionella is suspected it shall be reported to the Infection Prevention and Control Committee (IPCC). The estates department team will then determine the appropriate action for the responsible persons to undertake and will liaise with the local authority, Proper Officer or Environmental Health Officer acting on their behalf.

In practice, the control measures that have been put in place and the reporting procedure for Legionella positives should allow action to be taken to prevent the occurrence of an outbreak of Legionellosis.

The RP (Water) shall ensure that any systems identified are safely isolated until a course of action has been agreed and ensure that the system is not drained or disinfected before samples have been taken.

The RP (Water)'s role will be an important one in guiding the various specialists to the water systems within the site.

The Estates Department will work to identify the cause of the infection and take advise on cleaning, disinfection, engineering modifications that may be necessary.



# Legionella Control Association

A Code of Conduct for Service Providers

## Certificate of Registration

This is to certify that the following company has submitted a registration under the Conditions of Compliance as laid out in the LCA's Code of Conduct for Service Providers

Name of Company: 4i Water Services Ltd

Registration Number: 2010/2125 Certificate valid until: 31st August 2023

Registration under the following services categories:

**(1) Legionella Risk Assessment Services**

- 1.1 Hot and Cold Water Services Risk Assessment
- 1.4 Healthcare Risk Assessment

**(2) Water Treatment Services**

- 2.1 Hot and Cold Water Systems Water Treatment

**(3) Hot and Cold Water Monitoring and Inspection Services**

**(4) Cleaning and Disinfection Services**

- 4.1 Hot and Cold Water Systems Cleaning and Disinfection
- 4.3 Process and Other Systems Cleaning and Disinfection

**(7) Legionella Monitoring Services**

- 7.1 Sampling
- 7.4 Interpretation of Analysis

**(8) Plant and Equipment Services**

- 8.1 Design and Supply
- 8.2 Installation
- 8.3 Servicing/maintenance
- 8.4 Refurbishment

**This Certificate is only valid if the Company named is listed on the LCA website [www.legionellacontrol.org.uk/directory.php](http://www.legionellacontrol.org.uk/directory.php)**



Signed:

Chairman, Executive Committee



Certificate Secretary

Legionella Control Association Limited. [www.legionellacontrol.org.uk](http://www.legionellacontrol.org.uk)

Registered in England and Wales No. 8502723

The legal duty to comply with relevant health and safety legislation (including avoidance or control of risk to exposure to Legionella bacteria) rests solely with the statutory dutyholder, being either the employer or the person in control of the premises or systems where any relevant risk is present, and this cannot be delegated. Specific functions (e.g. carrying out risk assessment) can be delegated and the Legionella Control Association (LCA) Code of Conduct is designed to help service providers, who also have duties under health and safety legislation, to establish appropriate management systems for the prevention or control of risk from Legionella bacteria. The LCA assesses the management systems of LCA members upon initial registration, reviews annually upon re-registration, and re-assesses by annual company audits. The LCA cannot and does not carry out other regular supervision of its members' commitments to the Code of Conduct nor their compliance with other LCA guidelines. A valid LCA certificate of registration (which is only valid if the Company named is listed on the LCA website [www.legionellacontrol.org.uk/directory.php](http://www.legionellacontrol.org.uk/directory.php)) confirms only that a service provider has satisfied LCA requirements at registration and its most recent company audit. It does not confirm the service provider's actual or continuing compliance with their commitments to the LCA Code of Conduct and/or other LCA guidelines. The LCA does not approve specific products or services as being effective in controlling Legionella or verify the competence of service providers' staff and sub-contractors, which is the duty of the service provider and the statutory dutyholder. The LCA accepts no liability for any omission or any act carried out in reliance on the LCA Code of Conduct or other LCA guidelines, or any loss or damage resulting from non-compliance with such documents.



## CERTIFICATE OF ACHIEVEMENT

RISK ASSESSMENT FOR LEGIONELLA CONTROL IN  
WATER SYSTEMS

**DAVE JONES**

HAS SUCCESSFULLY MET THE COURSE  
ASSESSMENT CRITERIA

### COURSE DETAILS:

DATE OF COURSE: 4 JANUARY - 6 JANUARY 2022

COURSE VENUE: PPL TRAINING LTD, SLOUGH

ENR NUMBER: FFB0355

Issued by PPL Training

A handwritten signature in black ink, appearing to read "J Booth".

James W Booth  
Executive Chairman

Course Director

A handwritten signature in black ink, appearing to read "Les Payne".

Les Payne



ACCREDITED  
PROGRAMME

News story

## New fire safety guidance comes into force on 1 October 2023

Commencement regulations for new fire safety legal provisions within section 156 of the Building Safety Act 2022 have been laid in Parliament.

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From: [Home Office \(/government/organisations/home-office\)](#)

Published 30 March 2023



Getty Images

Section 156 of the Building Safety Act 2022 (BSA) makes a number of amendments to the Regulatory Reform (Fire Safety) Order 2005 (FSO) to improve fire safety in all buildings regulated by the FSO. These improvements form Phase 3 of the Home Office's fire safety reform

programme, building on Phase 1 (the Fire Safety Act 2021) and Phase 2 (the Fire Safety (England) Regulations 2022).

Phase 3 further strengthens fire safety in all FSO regulated premises by:

- improving cooperation and coordination between Responsible Persons (RPs)
- increasing requirements in relation to the recording and sharing of fire safety information thus creating a continual record throughout a building's lifespan
- making it easier for enforcement authorities to take action against non-compliance
- ensuring residents have access to comprehensive information about fire safety in their building

We are not at this stage commencing a requirement for RPs to ensure that anyone they appoint to do a fire risk assessment is competent. We are actively working with the sector to develop a robust roll out plan and will provide more information on this in the coming months.

Guidance to support RPs in understanding and meeting these new requirements will be published before they come into force.

We have today published 3 new fire safety guides on small non-domestic premises, small blocks of flats and for small sleeping accommodation. These replace the old short guide to making your premises safe from fire. We have also published and updated the fire risk assessment checklist.

Published 30 March 2023

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**Explore the topic**

[Fire prevention and rescue \(/government/fire-prevention-and-rescue\)](/government/fire-prevention-and-rescue)

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**OGI**

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EXTERNAL Maintenance Committee Jobs Spreadsheet - LISTING DATE: Meeting 19 October

Details of work required	Reported by	Notes	Actions	WHO?
Back Lane	Resident	Report that trees along Back Lane require cutting back. Office has reported to Highways with photo.	Parish Office to follow up. Highways have scheduled the work to be carried out soon.	Highways
Damaged footpath sign, end of the Moor	Litterpicker	Footpath sign for path under the A10 damaged. SM to report to highways.	CCC confirm sign to be replaced 2023/24. Monitor.	SCDC
Bottom of The Moor (High Street end)	Resident	Damaged signs. Lamp post damaged. MVC sign to be replaced. Office to report to Highways. Library sign to be relocated to High Street. Office to seek permission. Signs on the corner of The Moor replaced. Awaiting information regarding relocation of library sign.	Action Clerk to chase - Highways confirmed replace of Library sign on lampost outside of Hub and possible alternative locations on A10 etc.	CCC
Station Road	Resident	Damage to barrier on corner of Station Road. Highways advised this should be reported to the EA.	Reported to EA.	EA
Palmers way	resident	Damaged sign on Palmers way. Wardens to identify location, take photo and office to report.	Reported to SCDC with photo.	SCDC

PARISH - Maintenance Committee Jobs Spreadsheet - LISTING DATE: Meeting 19 October

Location	Reported by	Notes	Actions	WHO?
Norgetts lane	Resident	Bench along Norgettes need repairing.	SM to obtain quote from contractor. Contract wardens have inspected and have indicated they can repair. Quotes available. Further investigations required - deferred. Being consider for inclusion in the 2023/24 maintenance budget. Office to obtain quotes.	SM
Bowls club hedge	Wardens	Conifer needs cutting back	Obtain quotes - awaiting approval	SM
The moor	wardens	Sign faded. New sign needed (12 and under).	Obtain quotes - ROSPA report states new guidelines.	SM
Worcester Way	Resident	Branches over hanging residents garden.	Discussed 20/04/23 - obtaining quotes - awaiting approval	Wardens
All roads	All	Councillors to inspect roads for potholes.	Creation of map to identify the worst areas. ONGOING	ALL