



## **LLANHARAN COMMUNITY COUNCIL**

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance at Llanharan OAP Hall), 7pm on Thursday 19<sup>th</sup> October 2024

*The meeting was held in accordance with:*

**The Local Government and Elections (Wales) Act 2021**

**Members Present:**

**Councillors;** David Evans (Chair), Chris Parker, Neil Feist , Robert Smith, Rhys Jenkins, Joanne Miller, Andrea James, Claire Morgan, Will Thomas.

**Apologies:** Cllrs; Helen Donnan, Mark Steer, Janine Turner, Geraint Hopkins JP.

**Absent:** None.

**Clerk to the Council:** Leigh Smith

**2024/228 Welcome and Apologies.**

The Chair welcomed all to the meeting.

**a) RESOLVED**

That the reason proffered with Cllr Helen Donnan's apology for absence be accepted as a valid reason for absence.

**b) RESOLVED**

That the reason proffered with Cllr Mark Steer's apology for absence be accepted as a valid reason for absence.

**c) RESOLVED**

That the reason proffered with Cllr Janine Turner's apology for absence be accepted as a valid reason for absence.

**d) RESOLVED**

That the reason proffered with Cllr Geraint Hopkins's apology for absence be accepted as a valid reason for absence.



## **2024/229 Disclosures of personal and/or prejudicial interests**

Cllr Neil Feist declared a personal interest with regards agenda item 12 (Minute ref 2024/239) being a member of cycling UK.

Cllr Neil Feist declared a personal interest with regards agenda item 14 (Minute ref 2024/241) being a member of Llanharan RFC.

Cllr Neil Feist declared a personal interest with regards agenda items 11 and 13 (Minute ref 2024/238 and 2024/240) holding a joint allotment tenancy with the council.

Cllr Claire Morgan declared a personal interest relating to agenda items 11 and 13 (Minute ref 2024/238 and 2024/240) holding an allotment tenancy with the council.

Cllr Andrea James declared a personal and prejudicial interest relating to agenda item 16 (Minute ref 2024/243) being a member of the Bryncae Community Centre Voluntary Management Committee.

Cllr Chris Parker declared a personal and prejudicial interest relating to agenda item 16 (Minute ref 2024/243) being a member of the Bryncae Community Centre Voluntary Management Committee

## **2024/230 Public speaking**

None.

## **2024/231 Minutes of Ordinary Meeting of the Council held on 19<sup>th</sup> September 2024**

### ***RESOLVED***

To approve the minutes of the ordinary meeting of the council held on 19<sup>th</sup> September 2024 as a true and accurate record.

## **2024/232 Action plan**

Noted.

## **2024/233 Correspondence.**

Noted.



**2024/234 Crime report**

Noted.

**2024/235 Expenditure July, August and September 2024**

No report provided. The Clerk to forward information to members as the reports are completed and to include on the next agenda.

**2024/236 YTD Spend V Budget**

No report provided.

**2024/237 Income and expenditure for 'The Pantry'.**

No report provided.

**2024/238 Resolutions and Recommendations of the ORA Committee meeting held 1<sup>st</sup> October 2024**

**a) RESOLVED**

ORA2024/069 Consider disallowing dogs 'off the lead' on the Meadow Rise play area

For the Council to consult with the public on a proposal to seek to forbid dogs from being off the lead within the Meadow Rise open space area. The method of consultation to be referred to the Community Engagement Committee and authority to proceed with the consultation to be delegated to that committee.

**b) RESOLVED**

ORA2024/070 Consideration of allowing Bees to be kept on the Council's Allotment sites. For members to seek information on whether any other Town and Community Councils have allowed Bees on their allotments and to seek views on the pro's and Cons' for future discussion.

**2024/239 Motion to amend Councils policy to assist with DMMO applications.**

**RESOLVED**

To amend the Council's current policy to assist members of the public who wish to register footpaths as a Public Rights of Way (DMMO applications) to include Bridleways. For the policy to be clarified that all certificates, applications and forms are to be signed by the member of the public who will be the applicant.



## **2024/240 Resolutions and recommendations of the CIL meeting held 8th October 2024**

### **a) RESOLVED**

CIL2024/033 Removing project LCC23/Lan1 'Community Garden at Lanley Estate' from the CIL lists

To remove project LCC23/Lan1 'Community Garden at Lanley Estate' from the CIL lists, the residents involved with the project no longer wishing to proceed.

### **b) RESOLVED**

CIL2024/034 Allocation of £2,850 of CIL funds and creation of the project "Improvements to the surface of the path way along the path adjacent with the newly constructed steps on Enterprise way".

To allocate £2,850 of CIL funds and create the project "Improvements to the surface of the path way along the path adjacent with the newly constructed steps on Enterprise way". And adding to the CIL 123 and Active Project lists. The project having already been completed.

### **c) RESOLVED**

CIL2024/035 Allocation of £8,490 of CIL funds and creation of the project "Civils work for festive display expansion 2024". And adding to the CIL 123 and Active Project lists.

To allocate £8,490 of CIL funds and to create the project "Civils work for festive display expansion 2024". And adding to the CIL 123 and Active Project lists, authorising officers to spend such CIL funds up to this budget as directed by the CEC Committee under previously delegated authority.

### **d) RESOLVED**

CIL2024/036 Allocation of £10,000 of CIL funds for allotment expansion projects to deliver 15 new allotment plots. And to add to the CIL123 and Active Project lists .

To allocate £10,000 of CIL funds for allotment expansion projects to deliver 15 new allotment plots at Pendre and Jubilee Street allotment sites. And to add to the CIL123 and Active Project lists. Specific details of the projects for Pendre Allotment site and Jubilee street allotment sites to be examined by the ORA Committee and recommendations regarding the scheme, including recommendations regarding the spending of any budget allocated to the project to be made by that Committee to full Council.



**e) RESOLVED**

CIL2024/039 update on the progress of LCC23/Lan2 'Picnic benches at Lanley Estate' and to consider next steps and/or to consider quotes for the benches.

To purchase 2 x wheelchair accessible picnic tables from NBB Ltd at a cost of £560 each, with a 10% contingency, authorising the officers to spend a total of £1,232 from CIL funds.

**f) RESOLVED**

CIL2024/039 update on the progress of LCC23/Lan2 'Picnic benches at Lanley Estate' and to consider next steps and/or to consider quotes for the benches.

To purchase a standard bench from KBS Depot at a cost of £440 with a 10% contingency, authorising the officers to spend a total of £484 from CIL funds.

**2024/241 Resolutions and Recommendations of the CEC Committee meeting held 10<sup>th</sup> October 2024**

**NOTED**

The Committee **RESOLVED** To proceed with the public consultation for the Ewenny Bridge project using the documentation and methods provided in 'Appendix 4' presented to the meeting. For the consultation to begin as soon as practicable and to run for a period of 28 days.

**a) RESOLVED**

CEC2024/042 Quotations provided for scheme to increase the council's festive display under previously delegated authority.

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 1 quotation for the installation work for the festive display expansion scheme. The committee having being presented with evidence and having been satisfied that the Clerk has made best endeavours to obtain further quotations.

**b) RESOLVED**

CEC2024/042 Quotations provided for scheme to increase the council's festive display under previously delegated authority.

To select the vendor 'Centregreat Ltd' to provide the installation works for the expansion of the festive display at a cost of £8,490 and to authorise officers to place the order.



**c) RESOLVED**

CEC2024/042 Quotations provided for scheme to increase the council's festive display under previously delegated authority.

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 1 quotation for the 1 year hire of extra lights for the festive display expansion scheme. The committee having being presented with evidence and having been satisfied that the Clerk has made best endeavours to obtain further quotations.

**d) RESOLVED**

CEC2024/042 Quotations provided for scheme to increase the council's festive display under previously delegated authority.

To select the vendor 'The Festive Lighting Company' to provide the 1 year hire of extra lights required for the expansion of the festive display at a cost of £4,279 and to authorise officers to place the order.

**e) RESOLVED**

CEC 2024/044 Fireworks Working Group. To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the working group having been unable to obtain more than 2 quotations for the provision of Marshalls for the 2024 Fireworks event. Full council having been presented with evidence to satisfy itself that the working group has made best endeavours to obtain further quotations. The order having been placed following a previous resolution of Council.

**f) RESOLVED**

CEC2024/048 Senior Citizen's Christmas Lunches.

To increase the budget for the 2024 Senior Citizens Christmas Lunches from £6,500 to £7,000 and to make a virement for the extra costs up to a total of that value from general reserves. To authorise the officers to make payments up to that value in consultation with the working group.

**g) RESOLVED**

CEC2024/048 Senior Citizen's Christmas Lunches.

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the working group having been unable to obtain more than 1 quotation for the catering for the 2024 Senior Citizen Christmas lunches event. Full council having been presented with evidence to satisfy itself that the working group has made best endeavours to obtain further quotations



**h) RESOLVED**

CEC2024/048 Senior Citizen's Christmas Lunches.

To appoint Crestas Caterers to provide the Lunches for the 2024 Senior Citizen's Christmas Lunches at a cost of £30.95 per head. And to authorise the officers to place the order.

**i) RESOLVED**

CEC2024/048 Senior Citizen's Christmas Lunches.

To approve the following costs for the 2024 Senior Citizen's Christmas Lunches:

200 towards raffle prizes with the working group being responsible for purchasing (Via the officers of the Council).

£100 donation to schools for entertainment

£200 payment for school bus transport for Brynnau Primary School

£100 towards the cost of printing posters/banners.

**j) RESOLVED**

CEC2024/048 Senior Citizen's Christmas Lunches.

To Set the lower age limit for the 2024 Senior Citizen's Christmas Lunches to 60 years old. With exceptions made for Carers.

**k) RESOLVED**

CEC2024/048 Senior Citizen's Christmas Lunches.

To rename the event "The Llanharan Community Council over 60's Christmas Lunches"

**2024/242 Erection of the 2024 Festive display (Christmas lights and trees)**

**a) RESOLVED**

To consider suspending Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 2 quotations for the supply of Christmas trees for the Festive display 2024

**b) RESOLVED**

To consider selecting the vendor 'Sara's the Greengrocer' to supply Christmas trees for the Festive display 2024 at a cost of £2,177 with a 10% contingency giving a grant total of £2,394 and to authorise officers to place the order.



## **2024/243 Recommendations of The Bryncae Community Centre Working Group specifically the signing of the Lease of Bryncae Community Centre (Community Asset Transfer)**

### **a) RESOLVED**

To approve the signing of the lease for the Bryncae Community Centre. (Subject to the Clerk agreeing the final schedule of condition with RCTCBC) and to Authorise Cllr David Evans (Chair) and Cllr Chris Parker to sign the lease on behalf of the Council.

Cllr Andrea James and Cllr Chris Parker left the meeting, both having declared a personal and prejudicial interest in the following items of business.

### **b) RESOLVED**

Following the signing of the lease and the formal transfer of the Community Centre to Llanharan Community Council for the Clerk to take immediate responsibility for all matters of statutory compliance and compliance with the lease. The Clerk to obtain such quotations as necessary for presentation to Council for the supply of goods and services required to maintain statutory compliance and to act within the council's Financial Regulations.

### **c) RESOLVED**

Until the Bryncae Community Centre Working Group reports on options for the practical operation and governance of the Community Centre to temporarily continue with the current arrangements utilising the current voluntary management committee but with the following controls in place:

#### **General**

- i.** The Clerk to resign their position as secretary of the Voluntary Management Committee
- ii.** No new members be admitted to the Voluntary Management Committee except by resolution of the council.
- iii.** The Bryncae Community Centre Working Group to be requested to bring forward interim recommendations for governance and practical operation of the Community Centre by the December meeting of the Council.





## **Finances**

- iv.** The Clerk to liaise with the treasurer of the Voluntary Management Committee to ensure that the Council's Financial Regulations and Standing Orders are applied to the running of the centre, including the limits prescribed for spending and delegated authority.
- v.** The Voluntary Management Committee to continue to facilitate all routine transactions via its current processes. Specifically the paying of essential routine bills and costs, purchase of routine consumables and the handling of income and deposits necessary for the safe and effective running of the centre. All transactions are subject to the Council's financial regulations, including budgetary control and spending authority with the exception that payments for such routine items under £250 may be made by the treasurer and reported to the Clerk retrospectively.
- vi.** Any spend outside of the parameters set out in v) or above £250 to be referred to the Clerk of the Council (in consultation with the Chair of the Council) who may authorise any transactions in line with any terms and delegated authority set out in the Financial Regulations and Standing Orders of the Council.
- vii.** Working with the Voluntary Management Committee Treasurer, the RFO will prepare a monthly report for the Council showing, as a minimum, the income, outgoings and bank balance for the Community Centre.
- viii.** The Clerk to draw up a capital improvement plan detailing the phasing of works required under the council's successful CAT application to be presented to the CIL Committee.

## **Decision making**

- ix.** The Clerk to the Council (in consultation with the Chair of the Council) to be delegated authority over day to day decision making with regards the Community Centre notwithstanding x, below. The Clerk to liaise with the Voluntary Management Committee who may continue to carry out their current duties. The Voluntary Management Committee may make recommendations directly to the Council Via the Clerk.



## **Bookings**

- x. Arrangements for bookings, key handling and the handling of any deposits would ordinarily continue to be made by the voluntary management Committee as would any other aspects of the day to day running of the centre as agreed with the Clerk.

Cllr Andrea James and Cllr Chris Parker returned to the meeting,

**2024/244 Update. Bryncae Community Centre Working group**  
See 2024/243

**2024/245 Grant application to RCT's CAT fund for work required to Bryncae Community Centre**

### ***RESOLVED***

To authorise the application for a grant of £12,954 from RCT's Shared Prosperity Fund (Community Grant Fund) for Capital works in relation to the CAT of The Bryncae Community Centre. And to authorise the Clerk and Chair to sign the application.

**2024/246 Updates of the work of the VE day 80th Anniversary Event Working Group**  
No update.

## **2024/247 Member's Reports**

### **Cllr David Evans**

Reported that Cllr Steer had asked that it be made known that The Wildlife Trust were holding a guided walk through Brynna Woods on Wednesday 30<sup>th</sup> October at 10am.

Cllr Evans reported that he is a member of RCT's Community Review Committee who met for the first time last week. He reported that discussions were taking place regarding ward boundaries and a member had put forward a recommendation that the Llanharan/Llanilid ward boundaries be changed to bring the Maes Yr Gobaith estate into the Llanharan ward. And to also move Heritage Way into the Llanharan ward.



Recommendations was also received to move the Laneley estate into the Talbot Green ward and some of the houses near CoedCae lane into the Pontyclun Community Council area. There was also a discussion regarding the idea of merging Community councils and officers have been asked to report on the benefits and drawbacks of this idea.

The recommendations were accepted and will go into a consultation document.

### **2024/248 Feedback on any formal or informal meetings of external groups to whom the Council has appointees**

**a) RCT Town & Community Council Liaison Committee (Cllr David Evans and Rhys Jenkins)**

None

**b) One Voice Wales, RCT/Merthyr/Caerphilly area Committee (Cllr Robert Smith)**

Cllr Robert Smith gave a verbal report on the meeting held the previous week.

**c) Dolau Primary School appointed governor (Cllr Neil Feist)**

Cllr Feist reported a meeting took place on 30<sup>th</sup> September that he was unable to attend. Cllr Feist reported that he has now completed all mandatory modules of the governor training. Next meeting due on Tuesday 22<sup>nd</sup> October.

**d) Llanharan Primary School appointed governor: (Cllr Geraint Hopkins)**

None

**e) Brynnau Primary School appointed governor (Cllr Rhys Jenkins)**

Cllr Rhys Jenkins reported his first meeting took place on 16<sup>th</sup> October, he is booking training.

**f) The Wildlife Trust (Brynnau Woods/Llanharan Marsh) Liaison (Cllr Mark Steer)**

None.

**g) Llanharan Community Development Project (LCDP) Liaison (Cllr Rhys Jenkins)**

Cllr Rhys Jenkins reported that e meeting took place but he was on holiday and unable to attend.



**2024/249 Nominations and to elect a member to the CIL Committee to fill a vacancy**

***RESOLVED***

Cllr Claire Morgan was elected onto the CIL Committee.

**2024/250 Nominations and to elect a member to the Hamlet/Ward Gateway Working Group to fill a vacancy**

***RESOLVED***

Cllr Claire Morgan was elected onto the Hamlet/Ward Gateway Working Group.

**2024/251 Motion to extend the meeting**

***RESOLVED***

To extend the meeting beyond 2 hours and 30 minutes in compliance with standing order 14.5

**2024/252 RCTCBC statutory consultation regarding a proposal to establish a new Welsh medium primary school for 3 to 11 year olds as part of the Llanilid housing development and the proposed change of language for Dolau Primary School from dual language to English medium.**

***RESOLVED***

For the Clerk to write to RCTCBC to formally respond to the proposal with the wording, "To make the observation that there is a view in the community that Dolau Primary School has a proud history of representing the Welsh language tradition and the 'Welshness' in the local community and would like this tradition to continue. Llanharan Community Council would like this aspect to be considered as part of the consultation"

Cllr Neil Feist requested that the minutes reflect that he voted against the motion.



**2024/253 Planning application 19/1299/RES - Land At Former Open Cast Coal Site And Land To The North Of The A473 Llanilid. The Council having requested and obtained an extension to the deadline to submit formal comments.**

***RESOLVED***

For the Clerk to write to RCTCBC to formally comment on 19/1299 RES, "Llanharan Community Council welcomes the provision of affordable housing in the application".

**2024/254 Planning**

Noted without formal comment.

**2024/255 To exclude the press and public by virtue of the Public Bodies (Admission to Meetings) Act 1960,**

***RESOLVED***

To exclude the press and public by virtue of the Public Bodies (Admission to Meetings) Act 1960, the press and public to be excluded from the meeting on the basis that with regards to the following item of business, disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

**2024/256 Progress report on negotiations for a formal legal agreement to replace the previous Memorandum of Understanding with LRGT and consideration of next steps and other matters pertaining to the Shower block.**

Noted.

**2024/257 To provide any information which the Chair considers should be relayed to Council as a matter of urgency, or to suggest items to the Clerk for inclusion on the agenda for the next meeting.**

There being no further business the meeting closed at 10.15pm

The next scheduled meeting of Full Council will be held on 21st November 2024

Councillor David Evans  
Chair of Llanharan Community Council



## **LLANHARAN COMMUNITY COUNCIL**

Minutes of the Council meeting held on a hybrid basis (in person and by remote attendance at Llanharan OAP Hall), 7pm on Thursday 19<sup>th</sup> September 2024

*The meeting was held in accordance with:*

**The Local Government and Elections (Wales) Act 2021**

**Members Present:**

**Councillors;** David Evans (Chair), Chris Parker, Neil Feist , Robert Smith, Rhys Jenkins, Janine Turner, Helen Donnan, Mark Steer

**Apologies:** Cllrs; Andrea James, Will Thomas, Joanne Miller,

**Absent:** Cllr Geraint Hopkins JP

**Clerk to the Council:** Leigh Smith

4 members of the public.

**2024/197 Welcome and Apologies.**

The Chair welcomed all to the meeting.

**a) RESOLVED**

That the reason proffered with Cllr Andrea James' apology for absence be accepted as a valid reason for absence.

**b) RESOLVED**

That the reason proffered with Cllr Joanne Miller's apology for absence be accepted as a valid reason for absence.

**c) RESOLVED**

That the reason proffered with Cllr Will Thomas' apology for absence be accepted as a valid reason for absence.



### **2024/198 Disclosures of personal and/or prejudicial interests**

Cllr Chris Parker declared a personal interest relating to agenda item 14 (minute ref xx).

Cllr Neil Feist declared a general personal interest being a member of cycling UK.

Cllr Neil Feist declared a general personal interest holding a joint allotment tenancy with the council.

### **2024/199 Public speaking**

None.

### **2024/200 Minutes of Ordinary Meeting of the Council held on 18<sup>th</sup> July 2024**

#### ***RESOLVED***

To approve the minutes of the ordinary meeting of the council held on 18<sup>th</sup> July 2024 as a true and accurate record.

### **2024/201 Minutes of Extraordinary Meeting of the Council held on 24<sup>th</sup> July 2024**

#### ***RESOLVED***

To approve the minutes of the extraordinary meeting of the council held on 24<sup>th</sup> July 2024 as a true and accurate record.

### **2024/202 Minutes of Extraordinary Meeting of the Council held on 31<sup>st</sup> July 2024**

#### ***RESOLVED***

To approve the minutes of the extraordinary meeting of the council held on 31<sup>st</sup> July 2024 as a true and accurate record.



**2024/203 Applications for co-option to the Council, Llanilid seat.**

***RESOLVED***

Claire Morgan to be co-opted onto the council to fill the casual vacancy, subject to the correct signing of their declaration of acceptance of office.

**2024/204 Current status of the Election for the vacant Brynna seat.**

Noted.

**2024/205 Action plan**

Noted

**2024/206 Correspondence.**

Noted.

**2024/207 Crime report**

Noted

**2024/208 Expenditure July and August 2024**

No report provided.

**2024/209 YTD Spend V Budget**

No report provided.

**2024/210 Income and expenditure for 'The Pantry'.**

Pantry finances as presented in 'Appendix 7' to this meeting, noted.

**2024/211 Spend for the Council's annual general insurance policy.**

***RESOLVED***

To approve the spend of £4901.98 for the council's annual general insurance premium.





## **2024/212 Electrical distribution board at the Llanharan cemetery workshop.**

### ***RESOLVED***

To authorise the officers to spend up to £1,000 to replace the electrical distribution board at Llanharan Cemetery, to obtain an Electrical Safety Certificate and to carry out any other necessary works.

## **2024/213 Resolutions and Recommendations of the ORA Committee meeting held 30th July 2024**

### ***a) RESOLVED***

ORA2024/054 Development of small 'Starter plots' on the councils allotment sites.

To hold back 1 plot on each of the Council's allotment sites to be divided up and developed into smaller 'starter plots', with a view to letting in January 2025.

### ***b) RESOLVED***

ORA2024/056 Quotations for work on barriers and gates at Meadow Rise open space.

To select Vendor 1, MT Tarmac to carry out the work at a cost of £700 pending the receipt of proof of public liability insurance. The council's financial regulations (11.3e)iii) being duly satisfied.

### ***c) RESOLVED***

ORA2024/057 Risk assessments on Mountain Hare play area and Oakbrook skate Park and next steps.

For the condition of and future options for the repair or development of the Oakbrook Skatepark to be referred to the 'Oakbrook Refurb working Group' as a matter of urgency. The group's existing terms of reference are: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark. And to request that the group make recommendations to the CIL Committee, the outcome to be considered by Council at a future meeting.

## **2024/214 Motion to amend Councils policy to assist with DMMO applications.**

### ***RESOLVED***

To defer this matter to a future meeting of the Council to allow the Clerk to seek advice from One Voice Wales.



**2024/215 Resolutions of the CEC Committee meeting held 8th August 2024**

Noted.

**2024/216 Scheme to increase the Council's festive display arrangements ready for 2024**

**a) RESOLVED**

To increase the current festive display schedule by the addition of lighting strings to 23 additional lamp post columns along new road and 3 new large Christmas trees and lighting at St Ildis Meadow, New Road and the Lanelay estate (Option 2 as set out in Appendix 12 presented to the meeting) and for the Christmas tree power supply to be trenched and buried (option d as set out in Appendix 12 presented to the meeting). Extra lighting required to be arranged on a 1 year hire basis.

**b) RESOLVED**

To approve a budget of £15,000 for the additions to the schedule. The elements of the project applicable for CIL funding to be referred to the CIL Committee for consideration of CIL funds. A virement taken from general reserves to cover the cost of any costs not allocated CIL funds.

**c) RESOLVED**

To delegate authority to the Community Engagement Committee to spend the budget of £15,000 and to take any such decisions as necessary to deliver the project. The Committee to scrutinise the quotation process and ensure compliance with the councils standing orders and financial regulations.

**d) RESOLVED**

The Clerk to obtain further quotations for all aspects of the work to obtain best value for money, quotations to be presented to the Community Engagement Committee to select vendors.

**2024/217 Resolutions of the HR Committee meeting held 10th September 2024**

Noted.



## **2024/218 Revised costs for surety cover, memorial garden project.**

### **a) RESOLVED**

To authorise the Clerk to arrange the appropriate cover and to pay the extra £1,781.24 from CIL funds for the project.

### **b) RESOLVED**

As required by standing order 23, to authorise via resolution of the Council, the Chair of the Council, Councillor David Evans and Councillor Robert Smith to be authorised to sign (execution of deed) on behalf of the Council as a party to the Section agreement arrange to provide surety cover as part of the Section 185 agreement with Welsh Water as per the execution block presented in appendix 14a

## **2024/219 Update. Bryncae Community Centre Working group**

Verbal report noted.

## **2024//220 Celebration event to commemorate the 80th anniversary of VE Day**

### **a) RESOLVED**

To hold a celebration event to commemorate the 80th anniversary of VE day. The date of the anniversary being Thursday 8th May 2025, an event to be held on the weekend following the anniversary at a suitable location with suitable decorations fitted throughout Llanharan and Brynna. The budget line 'Multi cultural carnival' totalling £6,250 to be allocated to the event and the Clerk authorised to make such payments as necessary as directed by a working group set up to make suitable arrangements for the event.

### **b) RESOLVED**

To form a working group to be known as the VE day 80<sup>th</sup> Anniversary Event Working Group comprising Cllrs Janine Turner (Chair), Neil Feist, Chris Parker, Rhys Jenkins, Robert Smith. Terms of reference: To make appropriate arrangements for the event. All orders placed and instructions for work to be made via the Clerk.



Cllr Janine Turner left the meeting

## **2024/221 Council training plan**

### **a) RESOLVED**

To adopt the training plan presented in Appendix 16 to the meeting.

### **b) RESOLVED**

To make a virement of £330 from general reserves to the budget line for 'Members Training' in anticipation of 100% take-up of the council's training plan for 2024/25.

## **2024/222 Members reports.**

### Cllr Mark Steer

Cllr Steer reported that Pencoed Cubs have been volunteering in Brynna woods helping to pull Himalyan balsam and he is also attempting to engage Llanharan Scouts and Cubs to see if they would like to join in, Himalayan Balsam becoming a major problem in the woods.

He also reported that the dog waste bin near Brynna house is frequently overflowing. He has reported this on a number of occasions but is seeking to request a larger bin for that location.

Cllr Steer reported that he has obtained a number of 'bird boxes' free of charge via the RCT Local Nature Partnership and has distributed them to local groups and organisations as well as fitting some in the council's Meadow Rise open space.

### Cllr Helen Donnan

Cllr Donnan reported details of an incident on the evening of 8<sup>th</sup> September where an apparent police pursuit took place in the Red Roofs estate. The incident was captured on the neighbourhood watch cameras.

She also reported that there have been reports of antisocial behaviour and suspected drug use late at night in and around Brynna Gwynion halt which are raising safety concerns. She has made the PCSO aware and regular patrols will be put in place.

Cllr Donnan reported that footpath PSM35 has been used as an offroad parking zone and also that heavy construction vehicles have been parked there causing an obstruction including to the Mountain Hare play area.

Cllr Donnan gave details of a community engagement event that took place on Sunday 15<sup>th</sup> September to raise awareness in Brynna and Llanharan of the importance of adhering to the Highway Code. She reported there appeared to be an increase in drivers travelling at excessive speeds and that the police utilised a local group of legal users of the highway by supporting the event.



RCT highways department were also supportive along with information given by Network Rail that helped the event to run.

Further operations by South Wales police will be carried out in the area to monitor inappropriate driving and speeding along Brynna road.

Following the event on Sunday a driver displayed inappropriate driving which was captured on police cameras.

Cllr Donnan expressed that she wished to propose a motion to a future meeting of the council to alter the arrangements of the Trens Crossing Working Group and to convert it to a formal sub-committee to aid transparency and to simplify the process.

#### Cllr Chris Parker

Cllr Parker reported that Network Rail are looking to recommence work on their Trens railway crossing bridge in October 2024 and expect to have supports and ramps in place by December 2024. They have a window of opportunity to place the span of the bridge over the railway line over the Christmas period.

#### Cllr Rhys Jenkins

Cllr Jenkins reported that there have been developments on Dwr Cymru Welsh Water taking over from Leep utilities regarding the supply of water on some of the estates on Enterprise Way. A public consultation has taken place and the decision now rests with the Waters Services Regulation Authority and the final decision now rests with them.

#### Cllr David Evans

Cllr Evans reported that he represented the council at the Llanharan horticultural Society annual show, and judged the children's entries. He reported that attendance at the show was excellent and that he had heard that there were a record number of entries this year. The show going from strength to strength.

Cllr Evans reported that RCTCBC were pressing ahead with their 'bins to bags' scheme for general waste. Most members of the community would have already had their last bin collection. If the next collection is due after the 30<sup>th</sup> September then that collection will be 3 x 70 litre black bags only.

Cllr Evans reported that an announcement has been made that some funds have been released for funding of the Llanharan sustainable transport corridor to facilitate works on the project.

Cllr Evans reported that the consultation for the new Llanilid Primary School and specifically the provision of the school to deliver Welsh medium education and to transfer Dolau Primary to an English only school.



**2024/223 Feedback on any formal or informal meetings of external groups to whom the Council has appointees.**

- a) RCT Town & Community Council Liaison Committee (Cllr David Evans and Rhys Jenkins)

Nothing to report.

- b) One Voice Wales, RCT/Merthyr/Caerphilly area Committee (Cllr Robert Smith)

Nothing to report. Next meeting due 2<sup>nd</sup> October 2024.

- c) Dolau Primary School appointed governor (Cllr Neil Feist)

Cllr Neil Feist reported that he is booked to attend governor training (module 1) on 9<sup>th</sup> October and the next planned governors meeting is scheduled for 22<sup>nd</sup> October.

- d) Llanharan Primary School appointed governor: (Cllr Geraint Hopkins)

Cllr Geraint Hopkins was not in attendance to make a report.

- e) Brynnau Primary School appointed governor (Cllr Rhys Jenkins)

Cllr Rhys Jenkins reported that the next meeting is scheduled soon, he has been invited by the head teacher to attend the school for a tour next week.

- f) The Wildlife Trust (Brynnau Woods/Llanharan Marsh) Liaison (Cllr Mark Steer)

Cllr Mark Steer reported that a nature walk is scheduled for October, date to be advised.

- g) Llanharan Community Development Project (LCDP) Liaison (Cllr Rhys Jenkins)

Cllr Jenkins reported that the AGM is due shortly and urges members to attend especially given the fact the Council provides a large grant each year. He will let members know the date when it is issued.



## **2024/224 Planning**

### ***RESOLVED***

For the Clerk to write to RCTCBC's planning department to request an extension for receipt of its comments until 21<sup>st</sup> October 2024 with regards application 19/1299/RES

## **2024/225 Exclude the Press and Public**

### ***RESOLVED***

To exclude the press and public by virtue of the Public Bodies(Admission to Meetings) Act 1960, the press and public to be excluded from the meeting on the basis that with regards to the following item of business, disclosure thereof would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.

## **2024/226 Progress report on negotiations for a formal legal agreement to replace the previous Memorandum of Understanding with LRGT**

Noted

The press and public were readmitted to the meeting.

## **2024/227 Information which the Chair considers should be relayed to Council as a matter of urgency, or to suggest items to the Clerk for inclusion on the agenda for the next meeting.**

None.

There being no further business the meeting closed at 9.15pm

The next scheduled meeting of Full Council will be held on 17<sup>th</sup> October 2024

Councillor David Evans

Chair of Llanharan Community Council



## Llanharan Community Council - Action plan

Action no	Date added	Category	From	Action	Notes	Status	Owner
2020/232h	19.2.2021	Full Council	ORA	That a draft leaflet/factsheet be produced containing information outlining the rights and responsibilities of landowners, RCT, The Community Council and members of the public.	To be progressed once ROW database progress made.		LS
2020/118	22.1.2021	Full Council	Full Council	Jan - Full Council action - 2020/118 Correspondence The meeting noted a letter received from a local resident, listing suggestions for possible uses of a piece of land at the bottom of Harold Street, Llanharan. RESOLVED - a) To commission a survey requesting ideas for future usage of the land. b) To follow up with RCT regarding the possibility of the Community Council purchasing or leasing the land.	a) Cannot proceed with survey until land purchase progresses. b) Emailed RCTCBC in May 21 - Response that no decision yet made.  Jan 2023 Cllr Evans reports that RCTCBC are now actively considering this for disposal. Note action closed as no progress.	Completed	LS
2020/231	19.2.2021	Full Council	Full Council	RESOLVED - Officers of the council to develop a Service Level Agreement in collaboration with the LCDP and to arrange annual reporting to members.	In progress. Note: As LCC does not effectively commission a service an SLA might not be the appropriate mechanism. Action closed.	Completed	LS
2021/105		Full Council	CIL	RESOLVED The container to then be leased to the Llanharan branch of the RBL at a peppercorn rent for an appropriate period designed to reflect the useful life of the container (30 years).	Lease to be prepared.	In Progress	LS
2021/105		Full Council	CIL	RESOLVED Furthermore, that all negotiations with interested parties be delegated to the Officers of the Council in order to produce an appropriate agreement or agreements to be presented before Council for resolution at a later date.		In Progress	LS
2022/039	18.2.22	Full Council	Audit	RESOLVED The Clerk to take such action as necessary to obtain a price of between £5000 and £3000 for the green tractor. If this price cannot be achieved following a reasonable period following advertising, then the Clerk to return to Council with a further recommendation.	Find logbook Advertise in appropriate channels. On hold pending report on Red tractor and developments RE Cut and collect.	In Progress	LS
2022/051	18.3.22	Full Council	CIL	RESOLVED That quotations for the repair/replacement for the items identified in the report (Appendix Five presented to CIL Committee Wednesday 9th March 2022) and from subsequent inspections and reports be obtained.	Quote for Legionella actions received June 23, chasing fire report quote. June 23. Capital works all complete. Work on monitoring system to be done.	In Progress	LS
2022/051	18.3.22	Full Council	CIL	RESOLVED That the responsibility for ensuring statutory compliance for the shower block, including arranging statutory inspections and for the appropriate rectification of any defects identified be taken on by the Clerk. To ensure the compliance with legislation and the maintain the validity of insurance cover.	See 2022/051. Plus adequate documented monitoring regimes to be put in place with audit control. Legionella and Fire RA carried out and all hardware recommendations satisfied. Monitoring regime to be improved.	In Progress	LS



2022/083	22.4.22	Full Council	Full Council	<p>2022/083 Spend from CIL funds relating to the sewer diversion on the Memorial Garden/Garage project.</p> <p>RESOLVED To approve a spend of up to £7,500 from CIL funds to allow the Clerk to arrange such work as appropriate. Actual spend to be reported to council monthly in the usual manner.</p>	In progress. Design completed and submitted to RCTCBC SuDs and Welsh Water in June 22. Tender issued July 23. Awaiting formal S187 agreement. DCWW awaiting a copy of the formal title deed. Clerk has requested from Land Regsirty Mau 2024 Awaiting S185 Oct 24.		LS
2022/098	20.5.22	Full council	Full Council	To be altered - Minute 2022/090 Welcome and Apologies. Apologies for absence were received from Councillors Janine Turner, Jeff Williams, Helen Donnan and Daniel Morelli. To be altered. Many of those councillors are no longer seated and so this is incorrect.			LS
2022/108	22.5.22	Full council	CIL	<p>2022/108 RCTCBC CIL meeting</p> <p>RESOLVED For the CIL Committee to consider minimum lease qualifying terms with regards to grants for projects on leased land.</p>			LS
2022/155	22.7.2022	Full council	ORA	<p>RESOLVED Whilst the Community Council cannot charge the public for services at this time, if its staff are to become trained and competent it could offer a 'without prejudice' advisory service to the public where Japanese knotweed appears on private land. And/or keep a list of contractors who may be able to assist private landowners.</p>	Details of this to be ascertained. The Community Council knows of a number of licenced contractors and can provide this information. Training has been put on hold RE prohibitive costs. Action completed as no progress and not included in 2024 training plan.	Completed	LS
2022/205	21.10.2022	Full council	Full council	<p>2022/205 Contract for supply of electricity for lights on 'Jeff's Lane'.</p> <p>RESOLVED To defer this item to a future meeting.</p>		Completed	LP
2022/227	18.11.2022	Full council	CIL	<p>RESOLVED To amend the Council's policy so that in circumstances where a group is not VAT exempt and is not VAT registered, to allow at the council's discretion a grant to include the VAT element.</p>	Add this and other policy items to application form	Completed	LS
2022/233	16.12.2022	Full Council	ORA	<p>RESOLVED PSM32/1 near Gellifedi Road That the Clerk formally write to RCTCBC Rights of Way Officers to request a site meeting to consider PSM31 and PSM32.</p>	The Clerk emailed JB 16th January 2023. Awaiting response. Agreed. LS to obtain residents contact details. JB has agreed to a meeting and will arrange. Received in March - 'the Council is unlikely to pursue legal action over a substantial long-standing obstruction (i.e. of considerable size, worth and requiring major engineering works to remove or to reinstate public passage), a diversion may be considered an acceptable solution in such extenuating circumstances. While we are open to discussions with the landowners, we currently have a small very small team compared to the size of the PRoW network and are prioritising are work/enforcement accordingly. I am happy to arrange a meeting but this unlikely to happy over the coming weeks due to current work load. ' No progress. currently with RCTCBC.		LS

2023/017	20.01.2023	Full Council	Full Council	2023/017 Covid 19 Plaque. RESOLVED £250 to be vired from general reserves in principle for a Covid-19 plaque. Details to be determined at a future meeting.	Councillors to bring proposals to a future meeting.		NA
2023/018	20.01.2023	Full Council	Full Council	2023/018 Chair's chain of office and updating of Chairperson's board. RESOLVED The Clerk to obtain a quotation from Fattorini's of Birmingham for the refurbishment of the Chair's chain of office and the addition of all Chair's names to the chain or its links. The Council to suspend its standing orders in this matter with regards to the obtaining of 3 quotes given that this is a specialist matter.	the Clerk to send the Chain of office to Fattorinis after the Horticultural show in August to obtain a quote.		LS
2023/038	17.02.2023	Full Council	CIL	RESOLVED CIL2022/057 CIL project to refurbish the red telephone box in the square To approve a budget and authorise spend of CIL funds of up to £6200 and provide delegated authority to the Proper Officers to complete the refurbishment of the telephone box. Project to be added to the CIL 123 list and Active project list. The final use of the box to be determined at a later date.	Add to CIL lists. - Added.  Lisa to progres order.  Project complete. Awaiting info from vendor ro produce facebook post. Completed	Completed	LP
2023/041	17.02.2023	Full Council	ORA	RESOLVED ORA2022/060 Urgent items for information or items for future agenda. Future agenda to include training on basic tree safety training for staff and interested members.	Add to future agenda.		LS
2023/060	17.3.2023	Full Council	CIL	RESOLVED CIL2023/008 Community garden at Lanley estate. To add provision for a community garden at Lanley estate to the CIL123 list and Active project lists with a provisional budget allocation of £3000 and that the Clerk and interested members carry out further investigations regarding location, design, future maintenance, cost and other factors and that a paper be presented to the CIL committee at a future date.	Added to lists. Awaiting progress. The clerk is seeking to contact the MOP involved to ascertain details. MOP advised no desire to take forward. To be removed from CIL lists. Being presented to CIL Oct 24 for removal.	Completed	LS
2023/060	17.3.2023	Full Council	CIL	RESOLVED CIL2023/009 Picnic benches at Lanley estate. To add provision for 2 picnic benches (one disable friendly) and one standard bench at Lanley estate to the CIL123 list and Active project lists with a CIL budget allocation of £3000 and that the Clerk be authorised to spend up to this amount provided the appropriate permissions etc... are obtained.	Added to lists. Awaiting progress. The Clerk has requested permission from RCT to place the benches at the selected locations. June 2024. update, Barrat have given permission awaiting permission from their management company.. Provide quotes to CIL/FC.		LS
2023/060	17.3.2023	Full Council	CIL	RESOLVED CIL2023/010 CIL application for a community garden at Ynysmaerdy. To approve a CIL application for £2750 for a community garden at Ynysmaerdy from Ynysmaerdy Community Centre and for the project to be added to the CIL123 list and Active Project lists. For the Clerk to make the purchases up to the value of £2750 regarding the project if this is acceptable to the applicant or otherwise to grant the £2750 on the understanding that the presentation of invoices would be required as proof of purchase.	Added to lists. Awaiting progress. The Clerk has contacted the MOP involved and requested works be carried out Summer 2024. June 2024. Clerk has requested an update Oct 24.		LS

2023/063	17.3.2023	Full Council	Full council	RESOLVED The Clerk to carry out a more in depth analysis of the SLA's between the Community Council, RCTCBC and LRGT regarding grounds maintenance at Brynna fields and LRGT grounds. Details to be presented to Council at a future date.	The Council is seeking a comprehensive legal agreement with LRGT. Awaiting feedback from LRGT June 2024		LS
2023/066	17.3.2023	Full Council	Full council	2023/066 Competition in local schools to design the Community Council Van livery.  RESOLVED For a competition to be organised to design the livery of the Community Council Van.	Details required from the Chair. Action signed off as no progress and 18 months elapsed. .	Completed	NA
2023/125	1.6.23	Full council	Full Council	RESOLVED For the Clerk to obtain a Legal Development Certificate with regards to planning permission for the Bridge and its approaches and to confirm permissive development rights and their scope.	Emailed Jim Bailey 6.6.23 again, and planning services 13.7.23. Awaiting scoping design.		LS
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/038 Placement of additional benches from Bryncae to 'The Square'. That 4 addition benches be purchased and sited in the following locations. 1) Adjacent to Greggs/Ground Control 2) Adjacent to the Terry's Way/Enterprise Way roundabout , 3) At the junction with Llanharry Road, 4) On the square near to the junction with Hillside Avenue. That CIL funds be used, the Clerk to enquire with RCT highways on the specifics of each location and to obtain permission to site benches and present findings and costs to the ORA Committee.	Wrote to Terry Evans 13.7.23 acknowledgement received, awaiting response. Chased Sept 23. Locations approved RCTCBC Nov 23. Matter to be referred to the CIL Committee.	Completed	LS
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/039 Signage for allotment site gates That the officers be authorised to spend up to £400 for signage for the allotment gates and sites.	To be decided upon and ordered with evidence showing best value.		LS
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/041 Replacement way-marker for RAN 4/1 and RAN 3/2, and broken stile RAN3/2 For the Council to fund a replacement of the way-marker at RAN4/1 and 3/2, and to replace the broken stile on RAN3/2 with a self-closing gate. To be funded from CIL funds (pending approval from RCT CIL dept). the Clerk to obtain costs to be presented to Council.	Awaiting details of type and dimentions of required gate and consent from landowner. Cllr Steer engaging with landowner. June 2024.		LS
2023/142	16.6.23	Full Council	ORA	For the Clerk to be authorised to approach the relevant landowners to obtain permission for the Council to replace the way-marker and to replace the stile with a self-closing gate and to arrange access accordingly.	Clerk wrote to 3 x landowners 25.9.23. Awaiting responses. Response recieved from 1, awaiting response from other. Have telephoned second landowner but awaiting response. Cllr Steer directly engaging landowners. June 2024		LS
2023/142	16.6.23	Full Council	ORA	RESOLVED ORA2023/042 Cut and collect techniques The Officers carry out a cost benefit exercise on the proposal to use cut and collect techniques on Council land	Awaiting information on the potential for a grant to purchase equipment from Rachel Carter ref 2013/225. Note Emailed RC on 25.9.23 to seek help on what equipment req and what funding might be available.Cllr Steer carrying out further investigations.		LS

2023/186	21.7.23	Full Council	CIL	<p>RESOLVED</p> <p>CIL2023/056 Further consideration of a CIL application from LRGT ref provision of a MUGA on the land adjacent to Bryncae Community Centre.</p> <p>That the matter be deferred to a future meeting of the CIL Committee to allow further informal negotiations to take place. The results of any negotiations to be confirmed in writing via the Clerk and reported to the Committee.</p>	Informal negotiations held an results confirmed in writing. Awaiting legal deeds including title plan from LRGT. Chased June 2024		LS
2023/194	21.7.23	Full Council	Full Council	<p>2023/194 Discharge of condition 34 (Sustainable Development Strategy) of 10/0845/34 (insofar that it relates to Phases 3 and 4).   LAND AT FORMER OPEN CAST COAL SITE AND LAND TO THE NORTH OF THE A473, LLANILID (PHASE 3 &amp; 4)</p> <p>RESOLVED</p> <p>For the Clerk to write to RCTCBC planning department to ascertain whether the following two aspects of development quoted in the SDS are going ahead:</p> <ul style="list-style-type: none"> <li>• The section of 'bypass' from the County Boundary to the Dragon studio roundabout (ie, the section of road proposed to eliminate the necessity to drive along 'Cow's Corner').</li> <li>• ... to the current Llanharry road being transformed into a pedestrian and cycle underpass.</li> <li>• If so then the SDS appears to be valid.</li> <li>• If either or both are no longer planned, then the Community Council writes to RCTCBC planning to object to the discharge of condition 34 (Sustainable development strategy) and any other conditions where these aspects are quoted in mitigation.</li> </ul>	Emailed RCT planning 27.7.23. As of 1.9.23 Holding responses received but no definitive respnses. LS nudged 19.9.23 Signed off as no further rrsponse. Oct 24	Completed	LS
2023/233	22.9.23	Full Council	Full Council	<p>2023/233 Quotations for the taking down of Summer hanging baskets and erection and subsequent removal of Christmas Trees, Christmas motifs etc...</p> <p>RESOLVED</p> <p>To award a 1-year contract to Centregreat on the terms and prices provided. To approve the spend accordingly with a 5% contingency, namely: £13,189 for 2023.</p> <p>RESOLVED</p> <p>The Clerk to carry out a tender process to provide the taking down Summer hanging baskets and erection and subsequent removal of Christmas Trees, Christmas motifs etc... for a 3 year period, years 2024 to 2026.</p> <p>RESOLVED</p> <p>To authorise the Proper Officers to spend up to £1,000 of CIL funds in order to retrofit lamp post timers as required to allow the placement of Christmas motifs.</p>	<p>Centregreat informed.</p> <p>Clerk to arrange formal tender.</p> <p>Retrofitting of timers arranged and invoice to be provided by RCTCBC. completed</p> <p>Tender process to be put in place.</p>		LS
2023/286	17.11.2023	Full Council	Full Council	<p>2023/286 Venues and other arrangements for future Council meetings.</p> <p>RESOLVED</p> <p>For the Clerk to investigate the feasibility of holding hybrid meetings at other locations and to present a paper to a future meeting of the Council.</p>			LS
2023/300	22.12.2023	Full Council	Full Council	<p>RESOLVED</p> <p>For the Clerk to write to Gill Richards and Anne Davies of Llanharan OAP and Brynna OAP respectively to thank them for their hard work helping to organise the event and to Llanharan RFC for the free use of the hall</p>	Write and deliver x 3 letters	Completed	LS

2023/205	22.12.2023	Full Council	ORA	RESOLVED ORA2023/091 Adding individuals to long standing tenancy agreements, creating joint tenancies circumstances where this might be considered. To allow the principle of new joint tenancies under certain circumstances and the Clerk (alone or in conjunction with a working group) to draft a process and application form designed to allow the applicant to demonstrate that the applicant can meet a certain criteria (to be decided) and provide evidence of such. This would include an investigation by the Clerk to attempt to ascertain the validity of the application.	Clerk to draw up draft process map.		LS
2023/205	22.12.2023	Full Council	ORA	RESOLVED ORA2023/092 Access gate arrangements at Meadow Rise open space. To instruct the Clerk to obtain quotes to remove both gates and to install suitable staggered barriers at the Western entrance to the Meadow Rise open space following consultation with RCTCBC highways department	checked spec with RCTCBC. Min 1.2 clearance to be maintained on footway. Clerk to obtain quotes. Quotations received. Presenting to ORA July 24. Work awarded. Awaiting installation date. (September 2024).		LS
2023/208	22.12.2023	Full Council	HR	2023/208 Terms of Reference HR Committee RESOLVED To adopt the terms of reference for the HR Committee	Publish and put on website.		LS
2023/209	22.12.2023	Full Council	HR	RESOLVED HR2023/022 HR Policies To adopt the following policies as presented as the formal policies of the Council Appendix 3 – Draft disciplinary policy & procedure V2. Appendix 4 – Draft equality & diversity policy V2. Appendix 5 – Draft grievance policy and procedure V2. Appendix 6 – Draft sickness & absence policy & procedure V2.	Put in sharepoint and add to website and issue to staff.	Completed	LS
	19.01.2024	Full Council	Full Council	No resolution - The Clerk to arrange for quotations for 2 large troughs and a large octagonal planter at a later date. Quotes to be presented to FC.	Obtain quotes and present to FC.		LS
2024/015	19.01.2024	Full Council	Full Council	RESOLVED A2024/012 To grant Llanharan Football Club £495 towards the purchase of the equipment detailed in the application to facilitate the reinstatement of a Saturday 'second' team. Payment to be made subject to the receipt of the following supporting documentation to the satisfaction of the Clerk (these items not considered material to decision making): a) The constitution document of the club (including details of the named officers of the club or if this is not included in the constitution document the applicant to annotate the application to show the formal positions of the signatories). b) Invoices totalling £900 to show what the previous grant was spent on. (As per Appendix 2 of the application).	Inform applicant. Note: Informed. Clerk to provide assistance and put on agenda of Feb 24 meeting. Documents still to be received. Awaiting documents requested. June 2024. .SUPERCEDED	Completed	LS

2024/015	19.01.2024	Full Council	Full Council	<p>RESOLVED</p> <p>A2024/015 Discharge of recommendation R13 from the most recent internal audit. Following the recent notification from The Independent Remuneration Panel for Wales (IRPW) regarding taxation guidance for the payment of Council allowances, that each member in receipt of the £156 payment (or part payment) is issued with the relevant letter (to be signed by the member) to evidence a formal arrangement between the council and the councillor and provided that the councillor is not already claiming the allowance against another source of income then it be treated as exempt from PAYE. This being the case there is no need for payments to be made via the payroll system.</p>	<p>Letters to be drawn up - LS</p> <p>Letters to be sent, signed and returned and filed - LP</p>		LP
2024/016	19.01.2024	Full Council	Full Council	<p>2024/016 Memorial Garden CIL project Costs</p> <p>RESOLVED</p> <p>To authorise the officers to spend a total of £2,100 comprising 50% payment of Vale Consultancies invoice 9933 and £750 for unforeseen costs upon receipt of an invoice. Monies to be taken from CIL funds and the CIL 123 list and Active project lists to be updated accordingly.</p>	Update CIL lists		LP
2024/017	19.01.2024	Full Council	Full Council	<p>2024/017 £500 to purchase software to facilitate the development of electronic application forms</p> <p>RESOLVED</p> <p>To authorise the officers to spend \$399 dollars per year (or the £ sterling equivalent) if following an investigation into its capabilities, the plugin is felt to serve the purposes for which it would be intended. For the Officer's in consultation with the Chair to proceed to develop draft forms and applications. The relevant committees to have final approval over the format and content of any application forms in the normal way prior to publishing.</p>	DE to advise		LS
2024/018	19.01.2024	Full Council	Full Council	<p>2024/018 £1,500 to make alterations to the Council office to improve security</p> <p>RESOLVED</p> <p>To authorise the officers of the Council to spend up to £1,500 to facilitate the fitting of a door latch and CCTV in the office. For a virement to be taken from general reserves and added to the office maintenance line</p>			LS
2024/023	19.01.2024	Full Council	Full Council	<p>2024/023 Spend of £500 to facilitate resolution of a HR matter</p> <p>To approve the officers of the Council to pay up to £500 for costs associated with a confidential HR issue. The invoice presented for Caer health plus any ancillary costs that may arise in relation to the matter.</p>	Ongoing.		LS
2024/038	16.02.2024	Full Council	ORA	<p>(ORA2024/010) Review arrangements for the fitting of a non-slip asphalt strip or other arrangements on Bridleway PSM40/4, Bethlehem View to Brynna Woods following a price increase from the initial quotation</p> <p>To instruct the Clerk to obtain fresh quotations for the proposed work to the same specification with a coloured asphalt. The costs to be referred to the CIL Committee for approval of the use of CIL funds.</p>	Obtain fresh prices. CIL to consider a ceiling of £1,750 in the March meeting. RESOLVED March 24. Emailed highways and vendors for fresh documented quotations. March 2024 Awaiting documented quotations. Quote received presented to FC June 2024. Superseeded	Completed	LS

2024/045	16.02.2024	Full Council	Full Council	<p>2024/045 Extra 'lamp post poppies' for remembrance Sunday 2024 RESOLVED</p> <p>To purchase 30 large poppies for attaching to lamp-posts in the community. To replace those damaged in 2023. To authorise the officers to spend up to £150 with the Royal British Legion for their supply.</p>	30 Large lamp-post poppies purchased 10.07.24	Completed	LP
2024/046	16.02.2024	Full Council	Full Council	<p>2024/046 Motion to instruct the Clerk to write to the relevant department of RCTCBC regarding flooding and drainage on the A473 near 'Llanharan Square'. RESOLVED The Clerk to write to the relevant department in RCTCBC to request what remedial work is required to the road drains on the A473 adjacent to the High Corner pub and to describe what, if any remedial work is planned over the next 12 months to rectify the situation".</p>	Write letter and send. On hold ref RS		LS
2024/067	22.03.2024	Full Council	CIL	<p>2024/067 RESOLVED CIL2024/009 CIL funds for a defibrillator to be placed at or near Trenos Gardens To allocate up to £1,250 of CIL funds for a defibrillator to be placed at or near Trenos Gardens, and authorising the officers to make such a purchase and arrange for fitting. And to update the Active Project list and CIL123 list accordingly.</p>	Update lists and purchase. List updated. Quotes requested. Order placed .3.7.24. Fitted	Completed	LS
2024/067	22.03.2024	Full Council	CIL	<p>2024/067 RESOLVED CIL2024/010 Increasing the allocation of CIL for project LCC22/04. 'Improvements to equestrian access on Bridleway PSM40/4. Bethlehem Way to Brynna Woods To increase the allocation of CIL funds from £1,000 to a maximum of £1,750 subject to the Clerk obtaining 3 quotations for project LCC22/04. 'Improvements to equestrian access on Bridleway PSM40/4. Bethlehem View to Brynna Woods. This following a price increase from the initial quotations provided.</p>	Update lists. Obtain quotes. Carry out work. Present quotes. Lists updated . Awaiting formal written quotes. 1 quote received, presented to FC June 24. Superceeded	Completed	LS
2024/067	22.03.2024	Full Council	CIL	<p>2024/067 RESOLVED CIL2024/013 Updated costs from Vale Consultancies regarding the Eweny Bridge project. To allocate £2,540 rather than £1,850 of CIL funds to the project to facilitate the production of the more detailed scoping design by Vale Consultancies. To authorise the Officers to spend up to this amount with Vale consultancies. Note that previously the officers attempted to engage a number of consultancies to quote to carry out the work without successfully obtaining 3 written quotations, with this being the case to suspend financial regulation 11.3eii (where value... is less than £45,000 and greater than £1,500 the Proper Officer shall obtain 3 written quotations which clearly detail the priced descriptions of the proposed supply) upon the recommendation of the Clerk with regards to this item.</p>	List updated. Awaiting scoping design draft from Vale following formal permission to proceed from Council expected 18.4.24 ON HOLD pending public consultation.		LS

2024/067	22.03.2024	Full Council	CIL	<p>2024/067 RESOLVED</p> <p>To allocate up to £1,500 of CIL funds for the obtaining of an engineering design for the path between the Network Rail railway crossing and the proposed Ewenny Bridge to the appropriate specification (being compliant with bridleway spec and in line with the Disability Act 2010 and best practice). To authorise the officers to spend up to this amount pending the receipt of a quote or quotes from appropriate suppliers. This authorisation valid only should the cheapest available quote be selected with the relevant information to be presented to a future meeting of the Committee and Council. This item included under this agenda item given the only currently available quote is from Vale Consultancies.</p>	List updated . ON HOLD PENDING PUBLIC CONSULTATION		LS
2024/071	22.03.2024	Full Council	Full Council	<p>2024/071 Potential leasing of land around Bryncae Community Centre.</p> <p>RESOLVED</p> <p>For the Clerk to obtain estimates of cost from a solicitor to draft a lease agreement and act on the Council's behalf in this matter. Costs to be presented to a future meeting of council.</p>	On Hold - Awaiting deeds/title plan from LRGT June 24.		LS
2024/071	22.03.2024	Full Council	Full Council	<p>2024/071 RESOLVED</p> <p>For the Clerk to obtain comprehensive deeds for the land, including a title plan from LRGT.</p>	Requested. Awaiting info from LRGT. Nudged April 24. Nudged June 2024.		LS
2024/072	22.03.2024	Full Council	Full Council	<p>2024/072 Review SLA and other formal agreements with external bodies</p> <p>RESOLVED</p> <p>For the officers of the Council to enter into informal negotiations regarding an agreement with a local organisation.</p>	Produce briefing note and arrange meeting. Email summary sent June 2024, awaiting response.		LS
2024/086	19.04.2024	Full Council	CEC	<p>2024/086 Recommendations of Community Engagement Committee meeting 26th March 2024</p> <p>RESOLVED</p> <p>(CEC2024/006 Future placement of summer hanging baskets from Summer 2025).</p> <p>From Summer 2025 to investigate adding the following to the Councils Summer plant schedule:</p> <p>1 x Large planter at the green space adjacent to St llyd's Meadow.</p> <p>2 x Large planters either side of the roundabout at Heol Y Parc (New Road).</p> <p>1 x Large planter near the bus stop at Trens Gardens.</p> <p>2 x Troughs on Llanilid village sign markers near Dragon Studio's.</p> <p>The Clerk to obtain prices and present to the Committee at a future date.</p>	<p>Large Planters (x4) = £2,192.20</p> <p>Troughs (x2) = £up to £414 (dpending on size)</p> <p>Note: Possibly need 1 or 2 extra troughs to replace those missing. To be reported to CEC.</p>		LS



2024/086	19.04.2024	Full Council	CEC	<p>RESOLVED (CEC2024/007 Future placement of Christmas motifs and other decorations from Christmas 2024). To consider adding the following Christmas decorations to the Councils scheme for Christmas 2024: 1 x Large Christmas tree and lights at the green space adjacent to St llyd's Meadow. 1 x Large Christmas tree at the roundabout at Heol Y Parc (New Road). 10 x Lamp post 'String lights' along New Road. 1 x Large Christmas tree at Lanley estate (left hand side of roundabout). 8 x Lamp post 'String lights' along entrance to Lanley estate. The Clerk to obtain prices and practical aspects of providing sockets, power and other aspects of delivering the additions and present to the Committee at a future date together with spend/budgeting options.</p>	<p>Quotations for string lights and lights for extra christmas trees (and ancillary equipment requested 4.6.24).  Costings for the power supplies tbd  Have enquired with RCTCBC and Persimmon. Quotaes obtained. Resolutions made.</p>	Completed	LS
2024/088	19.04.2024	Full Council	CIL	<p>RESOLVED To defer the motion listed below to a future meeting. To increase the allocated CIL funds allocated to the Project ' Ewenny Bridge' from £275,000 to £475,000. For this amount to comprise funds set aside to facilitate the building of the Ewenny Bridge, the construction of an appropriate path to the South to link up with the Network Rail crossing bridge and to also now to include the following: Funds to make improvements to relevant paths to the northern side of the Ewenny Bridge, into and through Brynna Woods to make them suitable for all users in line with the requirements of The Equality Act 2010; Funds to make improvements to relevant paths to the southern side of the Network rail crossing bridge to make them suitable for all users in line with the requirements of The Equality Act 2010; Subject to the permission of the relevant landowners and in partnership with other interested parties. Details to be decided at some later date.</p>	Defered		LS
2024/088	19.04.2024	Full Council	CIL	<p>RESOLVED To defer the motion listed below to a future meeting. Ref Decision making matrix item 1 – Assumed material from which the bridge is to be constructed to allow Vale to design a base-line design for public consultation and tendering. (NOTE: The decision made here is to decide which material to use for the base-line design. This does not mean that the final bridge design is being set prior to tendering). To specify a traditional steel/timber construction design now to allow Vale to design a base-line design but to make it clear that the Council do NOT stipulate any material in the tender pack. This option can be subject to change at a later date.</p>	Defered		LS
2024/088	19.04.2024	Full Council	CIL	<p>RESOLVED To defer the motion listed below to a future meeting. Decision making matrix item 3 - Consider decking spec on bridge. (Note: This information is required for the eventual tender document but not necessary for Vale to complete the base-line design for the scoping design) To defer this decision. To allow Vale to use an appropriate decking solution for the scoping design at this stage. This matter to be reconsidered prior to producing a tender document.</p>	Defered		LS

2024/088	19.04.2024	Full Council	CIL	<p>RESOLVED</p> <p>To defer the motion listed below to a future meeting</p> <p>Decision making matrix item 6 – Consider whether to carry out further ground testing to inform the design. To authorise £1000 of CIL funds from the project allocation to carry out further ground investigation drilling further from the bank where the original drilling took place. This work to be done to inform the tender document, not to delay production of the initial scoping design.</p> <p>Cllr Neil Feist subsequently requested that for all agenda items relating to financial matters that the votes of all members be recorded in the minutes. For this item of business, as the request to record votes of each councillor was made later in the meeting, the information available shows that Cllrs David Evans, Neil Feist, Rhys Jenkins, Mark Steer, Tracy Allen, Robert Smith, Janine Turner, Chirs Parker, Andrea James, Will Thomas and Joanne Miller voted to defer the motion. No members voted against.</p>	Defered		LS
2024/094	19.04.2024	Full Council	Full Council	<p>2024/094 Motion to discuss the need for a social media policy</p> <p>RESOLVED</p> <p>To direct the Clerk to produce a draft social media policy to be considered at a future meeting. Aspects of the draft policy pertaining to employees of the Council to be referred to the HR Committee in the first instance.</p>	Superceded by 2024/139	Completed	LS
2024/105	3.05.2024	Full Council	Full Council	<p>2024/105 Matters pertaining to the Ewenny Bridge project and revised project map</p> <p>RESOLVED</p> <p>Given new information that has come to light and upon the advice of the Clerk for the Ewenny Bridge project plan to be revised accordingly:</p> <p>a) To appoint a provider (who has so far not been involved in the project) to produce a document appropriate to be used in a public consultation (a slimmed down version of the scoping design). This document would have a graphical representation of the concept of the project with enough detail to allow a meaningful public consultation to take place. Arrangements for and the terms of reference for the public consultation to be decided by and delegated to the Community Engagement Committee and directions given to the Trenos crossing and Ewenny bridge working group by that committee on the details of the consultation document for subsequent approval by the Committee. Budgetary control and other matters of delegation to be decided at a later date. This action to take place following the annual meeting in May 2024.</p> <p>b) Following a meaningful public consultation, and taking its results into account, the Council (utilising its Committees and working groups in the usual way) to consider all aspects of the project and to make fresh resolutions accordingly.</p> <p>c) To continue to produce the scoping document as planned with a view to taking the project to tender.</p>	<p>CEC to decide terms of reference for consultation.</p> <p>Working group to decide on what information is required for consultation.</p> <p>Working group instructed to produce draft materials for public consultation.</p>	Completed	LS

AM2024/007	17.05.2024	Full Council	Annual Meeting	<p>AM2024/007 Civic Allowances for the municipal year 2024/25 RESOLVED To pay the members allowance of £156 a year to all members with immediate effect, except to those who formally write to the Clerk indicating that they do not wish to receive the allowance. RESOLVED To pay members £52 a year for the cost of office consumables required to carry out their role, payments to be made with immediate effect. RESOLVED For those Councillors who wish to make a claim for a mandatory contribution towards costs of care and personal assistance to contact the Clerk for further details. RESOLVED To pay a Chair's allowance of £1500 to the Chair of the Council RESOLVED To pay a Deputy Chair's allowance of £500 to the Deputy Chair of the Council RESOLVED For those Councillors who wish to make a claim for the optional Financial Loss Allowance to contact the Clerk for further details so that a claim can be made.</p>	All payments made. Senior allowance and chair's allowance subject to tax. Must produce letters of agreement.		LP
AM2024/013	17.05.2024	Full Council	Annual Meeting	<p>AM2024/013 To review banking mandate signatories and PSDF directors RESOLVED To appoint the following as authority and signatories: Barclays bank main contact of authority: David Evans Banking mandate for cheques and direct debits: The Clerk, The RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins. Online banking (and authorisations): The Clerk, the RFO, Cllr David Evans, Cllr Chris Parker, Cllr Rhys Jenkins. Barclaycard main contact of authority: The RFO. Public Sector Deposit Fund directors: Cllr David Evans, Cllr Helen Donnan, Cllr Rhys Jenkins</p>	Mandate change application form completed & submitted to Barclays 12.07.24	Completed	LP
AM2024/017	17.05.2024	Full Council	Annual Meeting	<p>AM2024/017 Membership of The Society of Local Council Clerks (SLCC) RESOLVED To renew the Clerk and RFO Deputy Clerk's membership of the Society of Local Council Clerks (SLCC) up to a value of £260 each.</p>	Arrange to pay membership fees for Clerk and RFO. (LS Paid, reclaim expenses).		LP
AM2024/018	17.05.2024	Full Council	Annual Meeting	<p>AM2024/018 Membership of One Voice Wales RESOLVED To renew the Council's membership of One Voice Wales at a cost of up to £1,600</p>	Membership renewed 21.06.24	Completed	LP
AM2024/021	17.05.2024	Full Council	Annual Meeting	<p>AM2024/021 Annual Report RESOLVED To approve the content of the Annual Report 2023/24 as presented in 'AM App 21 and 23 – Annual Report and Action Plan'. For the Clerk to insert such photographs as appropriate</p>	Take pictures and publish	Completed	LS
2024/135	21.06.2024	Full Council	ORA	<p>i. RESOLVED ORA2024/019 Review of plans for the installation of staggered barriers to replace the current gate at the western end of the Meadow Rise play area To proceed with the obtaining of quotations for the work at Meadow Rise play area as per the specification presented to the ORA Committee (Appendix 3, 2nd April 2024).</p>	Clerk to draw up a spec, obtain quotes and present to ORA.. Completed.	Completed	LS
2024/135	21.06.2024	Full Council	ORA	<p>ii. RESOLVED ORA2024/023 Draft appeals procedure in the case of an eviction decision. To adopt the appeals procedure for allotment evictions as Council policy as presented to the ORA Committee (Appendix 6, 2nd April 2024). Detail of Appendix 6, 2nd April 2024. (Text not reproduced here).</p>	Clerk to add to the draft of the 2025 tenancy agreement.		LS

2024/135	21.06.2024	Full Council	ORA	<p>iii. RESOLVED  ORA2024/037 Summer planting of seeding/bulbs on sections of 'New Road' (A473). Referred to ORA by the Community Engagement Committee.  To proceed with planting of seeds/bulbs on sections of new road (A473) as per the drawings attached in the appendix provided (appendix 4). Allowing the grounds-person some practical leeway to make minor alterations depending on ground conditions and ensuring appropriate plants are planted. The Clerk to seek permission from the landowner. The Clerk to ensure the landowner/local authority consents not to mow the areas where planting takes place in future.</p>	<p>Obtain consent from RCTCBC and / /or landowner.  Issue instruction to senior grounds person.</p>		LS
2024/135	21.06.2024	Full Council	ORA	<p>ORA2024/038 Placement of a bench at Meadow Rise.  To site a bench adjacent to the area of green space on Meadow Rise on an existing concrete pad and facing the road. To authorise the officers to spend £790, comprising £405 for a 2-seater bench (3 quotations having been considered and option 1 presented in appendix 5 selected) plus a 10% contingency and £385 fitting costs. To refer the matter to the CIL Committee for use of CIL funds, but if not allocated to purchase from general reserves making a virement where necessary</p>	<p>Purchase bench, instruct contractor.  Put onto CIL Committee agenda to decide whether CIL funds allocated.  Awaiting installation. Cllr Smith to advise of specifics of placement. Sept 24</p>		LS
2024/135	21.06.2024	Full Council	ORA	<p>vi. RESOLVED  ORA2024/045 Action plan regarding the ongoing upkeep of an allotment plot on Jubilee Street site and to consider next steps - For the Clerk to continue to monitor progress on a monthly basis regarding cultivation and attendance on the plot.</p>	<p>Monitor monthly report progress to ORA. Checked early July 24 - Good progress.</p>		LS
2024/135	21.06.2024	Full Council	ORA	<p>vii. RESOLVED  To issue 1 months' notice of eviction and to evict the plot-holders currently occupying Bridgend Road plot 26 named in the confidential paper presented to the ORA Committee (Appendix 10, 4th June 2024). Under the terms expressed in the warning letters and under the following terms of the tenancy agreement:</p>	<p>Eviction notice issued. Vacant from 5th July 24</p>	Completed	LS
2024/135	21.06.2024	Full Council	ORA	<p>viii. RESOLVED  Regarding the plot holder currently occupying Bridgend Road plot 35 named in the confidential paper presented to the ORA Committee (Appendix 10, 4th June 2024). To defer any decision regarding eviction and to re-inspect the plot prior to the next scheduled ORA Committee meeting scheduled for 30th July 2024 to monitor progress. The Clerk to write to the plot holder extending the deadline to remove the concrete base and any brickwork until that time. The Clerk to also write to the plot holder to give a 3 month improvement notice in terms of active cultivation of the plot and /or to request a cultivation plan from the plot-holder against which they can be monitored.</p>	<p>Produce 3 month improvement notice and arrange date for re-inspection.  Have informed. Monitoring. Note: planned plot inspection 31st July 2024.  august 24 - Plot in reasonable condition.</p>	Completed	LS
2024/135	21.06.2024	Full Council	ORA	<p>ix. RESOLVED  To issue 1 months' notice of eviction at the end of June 2024* and to evict the plot-holders currently occupying Jubilee Street plot 1, named in the confidential paper presented to the ORA Committee (Appendix 10, 4th June 2024) under the terms expressed in the warning letters and under the following terms of the tenancy agreement:  With the following caveat:  *To request evidence from the plot holder (in confidence) that they are on the waiting list for the medical procedure. If this evidence can be obtained by the end of June 2024 to suspend the eviction and revisit the issue in 2025.  If evidence cannot be provided by the end of June 2024, then notice of eviction be issued along with the right to appeal.</p>	<p>Issued notices and letters. Plot being cleared. No contact from plothead. Attempting to ascertain whether they are notified. Plotholder eviction effective 1st August 2024.</p>	Completed	LS

2024/136	21.06.2024	Full Council	Full Council	2024/136 Quotation received to carry out 'Improvements to equestrian access on Bridleway PSM40/4. Bethlehem Way to Brynna Woods RESOLVED To accept the quotation, the Clerk haven striven to obtain 3 quotations but only1 quotation have been received. The Officers authorised to spend £1,400 of CIL monies subject to proper obtaining of the appropriate PROW orders and notifying local residents immediately affected by the closure.	Obtain PROW closure order. Leaflett properties and arrange. Work arranged for week commencing Monday 29th July 2024	Completed	LS
2024/137	21.06.2024	Full Council	CEC	The following resolutions were noted: i. RESOLVED The terms of reference for the public consultation to include:..... Text not included here for reasons of brevity.	ensure TCWG material complies.	Completed	LS
2024/137	21.06.2024	Full Council	CEC	ii. RESOLVED The Trenos Crossing and Eweny Bridge Working Group to be delegated the following functions and to report back to the CEC with recommendations: 17. The production of draft documents to be used for the consultation. 18. The method of consulting the public. 19. The start date and duration of the consultation	ensure TCWG material complies.	Completed	LS
2024/138	21.06.2024	Full Council	Full Council	2024/138 Recommendations of the Fireworks Working Group i. RESOLVED The Council to use the services of Pendragon Fireworks & Pyrotechnics to provide the fireworks and the display itself and to adopt the remaining aspects of running and managing the event in-house. The Officers of the Council be delegated authority to spend up to £12,148.40 on the event. Operational aspects of the event to be managed by the officers of the council in consultation with the Fireworks Working Group. The event to allow no outside bucket charity or other collections and no vendors to be charged for attending. A virement to be taken from general reserves to account for the exceeding of the budget.	Inform relevant parties. Pendragon, LCDP, Fireworks 2000 and Rocket informed and confirmation received.	Completed	LS
2024/138	21.06.2024	Full Council	Full Council	ii. RESOLVED To host the 2024 fireworks event at the LRGT Welfare Hall and Grounds and to authorise the officers to spend up to £250 on the venue and £15/hour for cleaning up to a maximum of £60 on receipt of appropriate invoices.	Inform relevant parties. Welfare and LCDP informed. Take instruction from FWWG to place orders accordingly..	Completed	LS
2024/139	21.06.2024	Full Council	Audit	i. RESOLVED A2024/040 To consider information relating to a previously awarded grant and next steps. That the Clerk contact Brynna Football Club (Seniors) to request repayment of £1,000 granted in October 2023. The Club having declined to provide further information requested in relation to a second bank account that was not declared at the time of the application.	Refund requested and received	Completed	LS
2024/139	21.06.2024	Full Council	Audit	a) To accept recommendation 1 of the audit report and for the officers to make the necessary alterations to the Standing Orders and Financial Regulations.	Change tender limit from £45k to £35k inv VAT, redraft financial regulations (Note:	Completed	LS
2024/139	21.06.2024	Full Council	Audit	f) To note recommendation 6 of the audit report and for the officers to draw up a simple guide to illustrate which documents should be posted on which section of the website with a simple guide to doing so.			LS
2024/139	21.06.2024	Full Council	Audit	g) To accept recommendation 7 of the audit report and for the officers to present an appropriate suite of draft GDPR policies and documents to Council for adoption.			LS
2024/139	21.06.2024	Full Council	Audit	h) To accept recommendation 8 of the audit report and for the officers to present draft policies to Council for adoption, specifically: A Social Media Policy; A Biodiversity, Crime and Disorder Policy; A Business Continuity Plan; A Freedom of Information Publication Policy; A Lone and Isolated Worker Policy; A Petition Policy; A Privacy Notice.			LS

2024/139	21.06.2024	Full Council	Audit	i) To note recommendation 9 of the audit report. For the officers to request of the auditor whether the current practices of the Council as described in the Council's Financial Regulations are legal, and if not for the auditor to provide the legal or statutory reference to which the Council is non-compliant for further consideration.	The Clerk has written to the auditor 21.6.24		LS
2024/139	21.06.2024	Full Council	Audit	j) To note recommendation 10 of the audit report. For the officers to request of the auditor the legal or statutory reference to which the payments are non-compliant or the NALC legal topic note dealing with this matter. One Voice Wales having confirmed the legality of such direct payments both prior to the payments being made and again following receipt of the audit report. Furthermore the officers having only found reference to double taxation relating to the duplication of services and having found no overarching bar to making payments directly to a school for non-curriculum activities.	The Clerk has written to the auditor 21.6.24		LS
2024/139	21.06.2024	Full Council	Audit	k) To note recommendation 11 of the audit report but to continue in its current method of using EMR's to manage its CIL funds. To accept the recommendation regarding the requirement to secure the entirety of a project's funding prior to any expenditure against that project being made, including project phasing to obfuscate the total cost of a project and for the officers to alter the Councils grant policy and application forms accordingly.	Alter CIL and general grant application forms. General grant draft completed and sent to members. Audit Committee to consider 16.7.24	Completed	LS
2024/139	21.06.2024	Full Council	Audit	m) To accept recommendation 13 of the audit report and for the officers to draft new contracts for all staff using the NALC nationally agreed model contract issued by One Voice Wales in April 2024. These drafts to be presented to a future meeting of the HR Committee in the first instance.	In progress. Draft presented to HR Committee Sept 24. Further work required.		LS
2024/139	21.06.2024	Full Council	Audit	n) To accept recommendation 14 (The number is duplicated in the report. For the avoidance of doubt this minute refers to the second items referring to Internal control objective 8) of the audit report and for the officers to make amendments to the asset register as described in the report.			LP
2024/139	21.06.2024	Full Council	Audit	o) To note recommendation 14 (The number is duplicated in the report. For the avoidance of doubt this minute refers to the second items referring to Internal control objective 9) of the audit report. For the officers to carry out an analysis of the practical and financial aspects of making changes to the account(s) for presentation to a future meeting of the Audit Committee.			LP
2024/139	21.06.2024	Full Council	Audit	iii. RESOLVED A2024/044 Annual Return of Accounts and Annual Governance Statement (AGAR) To approve the Annual Governance and Accountability Return (AGAR)	To return the signed AGAR	Completed	LP
2024/145	21.06.2024	Full Council	Full Council	2024/145 To elect a member to the Hamlet/Ward Gateway working group to replace a member who has resigned. RESOLVED Deferred to the September meeting of the Council	Add to Oct agenda.		LS
2024/152	21.06.2024	Full Council	Full Council	2024/152 Request for access over the Council's land to carry out works to an adjacent property by a local resident RESOLVED To grant the local resident and their agents access over the area of Council land at the Mountain Hare play area indicated on the plan provided in Appendix 21 in order to carry out improvement works to the rear of the property on the following conditions:	Clerk to inform landowner and carry and monitor actions detailed in the resolution.  The Clerk has written to the landowner to request a meeting. 22/06/2024. work in progress. Sept 24		LS
2024/163	19.06.2024	Full Council	Audit	iii. RESOLVED To grant Llanharan Horticultural Society £750 to provide a contribution towards prize money for the annual show and to make the council's van available to assist in the setting up of the show. Power: LGA 1972 S.137 (Power of last resort).	Pay and inform applicant.	Completed	LP

2024/163	19.06.2024	Full Council	Audit	iv. RESOLVED To grant Brynna Allotment Association £1,946.98 for replacement of the allotment shop roof. Power: SHAA 1908 S.26(2) Allotments.	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	v. RESOLVED To grant the First Llanharan Rainbow Guides £100 to purchase achievement badges and certificates and to purchase plants and bulbs to be placed around the War Memorial and Church hall. Power: LGA 1972 S.137 (Power of last resort).	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	vi. RESOLVED To grant the First Llanharan Brownies £500 towards general running costs. Specifically hall rent, achievement badges and materials for crafts etc... and to facilitate a trip. Power: LGA 1972 S.137 (Power of last resort).	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	vii. RESOLVED To grant Llanharan Recreation Ground Trust £1,000 for a line marking machine Power: LG (MP) A 1976. S.19(3) Recreational facilities.	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	viii. RESOLVED To make a virement of £5,680 from the council's general reserves to the general grant budget and to grant Llanharan Recreational Ground Trust £5,680 for new rugby posts and installation. The justification for exceeding the maximum of £2,000 allowable under the council's grant policy being the urgent requirement to replace the posts which are in an unsafe condition. Power: LG (MP) A 1976. S.19(3) Recreational facilities.	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	ix. RESOLVED To grant Bryncae Football Club (Seniors) £499 for general running costs including training equipment, playing kit and first aid kit. Power: LGA 1972 S.137 (Power of last resort).	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	x. RESOLVED To grant the 1st Brynna Rainbow Guides - £92 to purchase brightly coloured neckerchiefs to facilitate safety on large trips. Power: LGA 1972 S.137 (Power of last resort).	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	i. RESOLVED To grant the 1st Brynna Brownies - £100 to purchase brightly coloured neckerchiefs to facilitate safety on large trips. Power: LGA 1972 S.137 (Power of last resort).	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	ii. RESOLVED A2024/056 To change the terms of the grant awarded to (but not paid to) Llanharan Football Club in January 2024 (Minute ref 2024/015) to allow the grant of £495 to be paid without providing the receipt evidencing the spend from the grant awarded the year before.	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	iii. RESOLVED To grant LCDP £25,000 for the following: To support the wages of the Community café cook for 30 hours per week and To fund the free 'Happy Dayz' mental health & wellbeing support group to operate on the terms described in the application. The grant being made on condition that any advertising or publicity for the Happy Dayz group includes the phrase, "Funded by Llanharan Community Council".	Pay and inform applicant.	Completed	LP
2024/163	19.06.2024	Full Council	Audit	iv. RESOLVED A2024/059 To defer consideration of the method of budgeting and administering the grant applications for The Wildlife Trust and LCDP to a future meeting of the Audit Committee.	To be added to next Audit agenda		LS

2024/163	19.06.2024	Full Council	Audit	<p>v. RESOLVED</p> <p>A2024/059 To adopt the draft general grants policy presented with the following amendments: (Clerk's note: Revised document sent to all members for reference).</p> <p>2.3 Remove wording in red.</p> <p>2.13 Remove the word 'Wages'</p> <p>3.6 Delete the first paragraph and adopt the text in the second paragraph.</p> <p>4.4 change the wording to allow drawdown of funds within 12 months of award and 12 months to comply with any conditions.</p> <p>4.8 Delete the first paragraph and adopt the text in the second paragraph allowing retrospective applications.</p> <p>4.11 Rework to explicitly allude to clauses 4.4 and 4.7</p> <p>5.1.1.3 Change to 5 years.</p>	Change in sharepoint, online and on website.	Completed	LS
2024/165	19.06.2024	Full Council	Full Council	<p>2024/165 Spend to allow the Officers an appointed solicitor to consider the lease of Bryncae Community Centre</p> <p>RESOLVED</p> <p>The Clerk be authorised to spend up to £2,500 with an appropriate solicitor for the following activities relating to the CAT for Bryncae Community Centre:</p> <ul style="list-style-type: none"> <li>• Advising on the lease which is proceeding by way of Community Asset Transfer.</li> <li>• Full review of owner's title,</li> <li>• Commissioning and reviewing searches, if required</li> <li>• Reporting on the draft lease and negotiating any amendments required</li> <li>• Completing the lease and dealing with the LTT return and registration matters at the Land Registry</li> <li>• Any other matters requiring legal advice or action in relation to the above.</li> </ul> <p>The Clerk will strive to obtain estimates from 3 reputable local solicitors and choose the cheapest available estimate in order to obtain best value in compliance with the council's financial regulations.</p>		Completed	LS
2024/166	19.06.2024	Full Council	Full Council	<p>2024/166 Grant for remedial works to Bryncae Community Centre to ensure statutory compliance of the centre with a view to signing the lease in due course.</p> <p>RESOLVED</p> <p>To authorise the officers to apply to the "UK Government SPF RCT Community Asset Transfer Fund" for a grant of up to £14,999 to carry out remedial works to Bryncae Community Centre to ensure statutory compliance of the centre with a view to signing the lease in due course. A fund being available to those groups going through the CAT process.</p>			LS
2024/167	19.06.2024	Full Council	Full Council	<p>2024/167 Changing the name and the terms of reference of the Bryncae Community Centre CAT Working Group.</p> <p>i. RESOLVED</p> <p>To change the name of the Working Group to, "The Bryncae Community Centre working Group".</p> <p>ii. RESOLVED</p> <p>To change the terms of reference for the working group to: "Reporting to full council. To examine and make recommendations to council regarding options for the governance of the community centre following the signing of the lease, taking into account the practical aspects of the safe and effective running of the centre, decision making mechanisms and extent and limits of any delegated authority".</p>	Alter Master list. Change sharepoint group.	Completed	LS
2024/173	19.06.2024	Full Council	Full Council	<p>2024/173 Adoption of Version 3 of the council's Standing orders</p> <p>RESOLVED</p> <p>To adopt version 3 of the council's Standing Orders as presented in Appendix 12 to this meeting.</p>	Change in sharepoint, online and on website. Send to all members. Update induction pack.	Completed	LS



2024/174	19.06.2024	Full Council	Full Council	2024/174 Llanilid ward vacancy co-option process and Brynna ward election. i. RESOLVED The Clerk to commence the co-option process for the Llanilid ward immediately and for candidates to be considered in the September meeting of the council. The Co-option process to be as follows:	Advertise via online, noticeboards, send to members and previous applicants. On agenda of Sept 24 meeting of FC	Completed	LS
2024/175	19.06.2024	Full Council	Full Council	2024/175 13th edition of the Arnold-Baker book on Local Council Administration. RESOLVED To authorise the officers to purchase the 13th edition of the Arnold-Baker book on Local Council Administration and spend up to £137.	Purchase	Completed	LP
2024/176	19.06.2024	Full Council	Full Council	2024/176 'supporting guardians' for community defibrillators. RESOLVED To permit the officers to arrange for 'supporting guardians' for the council's community defibrillators under the following terms: • That interested members of the public be named as supporting guardians to carry out monthly checks. • The Clerk to contact interested parties and advertise to seek responsible supporting guardians for defibrillators. • The Clerk to keep appropriate records and liaise with supporting guardians. • The Clerk to add, remove or manage supporting guardians as they see fit. • The Clerk to ensure all supporting guardians are trained in their duties and responsibilities and the practical aspects of carrying out a defib check. • The Clerk to seek to arrange free 'defib training' for members of the community.	Advertise. Make training video. Add checklist		LS
2024/177	19.06.2024	Full Council	Full Council	2024/177 Letter to RCTCBC planning regarding Dragon International Studios planning applications RESOLVED To instruct the Clerk to write a letter to RCTCBC planning regarding Dragon International Studios planning applications 24/0511/10, 24/0513/10, 24/0524/10, 24/0525/10, 24/0526/10, 24/0527/10. The wording of the letter be altered from that presented in appendix 16 to remove factual inaccuracies and to reflect discussions held during the meeting.			LS
2024/178	19.06.2024	Full Council	Full Council	2024/178 Planning RESOLVED For the Clerk to write to RCTCBC's planning department to object against planning application 24/0651/10 (1.8m high timber boundary fence) on the material grounds that the work is not in keeping with the character and appearance of the area and surrounding properties.	Write to RCT	Completed	LS
2024/181	19.06.2024	Full Council	Full Council	2024/181 Progress report on negotiations for a formal legal agreement to replace the previous Memorandum of Understanding with LRGT i. RESOLVED For the Clerk to seek formal negotiations with LRGT to be attended by the Clerk and the Chair. Terms for the negotiation set out as outlined below: Preferred option to be option 4 as set out in the confidential paper 'Appendix 19' presented to the meeting. Fallback position to be option 2 as set out in the confidential paper 'Appendix 19' presented to the meeting. If necessary authority for spend delegated to the proper officer in conjunction with the chair as per clause 4.1b of the financial regulations. In any case option 5 (as set out in the confidential paper 'Appendix 19' presented to the meeting) be communicated and actioned.	Write to LRGT seeking a meeting before 11th August 2024 in the first instance RE option 4. Prepare fallback option 2. Inform of option 5 update 4th Sept 2024. Unable to arrange meeting with LRGT and so option 2 activated, risk assessment carried out and awaiting monitoring quotes. Quotes received. Unable to gain regular access to verify details of the report. Sept 24		LS

2024/182	19.06.2024	Full Council	Full Council	<p>2024/182 Improvements to the surface of the path way along the path adjacent with the newly constructed steps on enterprise way</p> <p>RESOLVED</p> <p>To improve the surface of the path way adjacent with the newly constructed steps on enterprise way by replacing the 'gravel' surface with asphalt and approving a spend of up to £2,850. This matter delegated to the Clerk of the Council in consultation with the Chair given the urgent nature of the work. The Clerk to obtain quotations to obtain best value and to report to Council should the Clerk and Chair select a quote that is not the cheapest giving an explanation as to why the cheapest quote was not selected. Thus suspending financial regulation 4.1 and having the effect of increasing the spend limit for clause 4.1b to £2,850.</p>	Obtain 3rd quote and proceed.	Completed	LS
2024/194	1.08.2024	Full Council	Full Council	<p>2024/194 Conferring the 'Freedom of the Community' on Mr Gareth Evans.</p> <p>RESOLVED</p> <p>To confer the 'Freedom of the Community' on Mr Gareth Evans. A budget of up to £500 to be allocated to facilitate the honour delegated to the Clerk of the council. Arrangements for the conferring of the honour to be delegated to the Clerk of the Council in consultation with the Chair.</p>	Clerk to make enquiries and liaise with chair to make formal presentation. As of 4th Sept 24 a document has been designed and protocol established via RCT. Certificate to be collected, details of ceremony to be decided.		LS
2024/195	1.08.2024	Full Council	Full Council	<p>2024/195 Allocating a budget of £1,000 to the Community Engagement Committee in order to facilitate its activities RESOLVED To allocate a budget of £1,000 to the Community Engagement Committee in order to facilitate its activities. The Committee having the ability to spend the money on any item included in its terms of reference or matters delegated to it. A virement to be taken from general reserves.</p>		Completed	LS
2024/203	20.09.2024	Full Council	Full Council	<p>2024/203 Applications for co-option to the Council, Llanilid seat.</p> <p>RESOLVED</p> <p>Claire Morgan to be co-opted onto the council to fill the casual vacancy, subject to the correct signing of their declaration of acceptance of office.</p>	<p>Obtain declaration of acceptance of office. - Completed</p> <p>Provide induction pack. - Completed</p> <p>Provide email address.- Completed</p> <p>Add profile to the Website. - Completed.</p> <p>Inform electoral services - Completed.</p>	completed	LS
2024/211	20.09.2024	Full Council	Full Council	<p>2024/211 Spend for the Council's annual general insurance policy.</p> <p>RESOLVED</p> <p>To approve the spend of £4901.98 for the council's annual general insurance premium.</p>	Make payment	Completed	LS
2024/212	20.09.2024	Full Council	Full Council	<p>2024/212 Electrical distribution board at the Llanharan cemetery workshop.</p> <p>RESOLVED</p> <p>To authorise the officers to spend up to £1,000 to replace the electrical distribution board at Llanharan Cemetery, to obtain an Electrical Safety Certificate and to carry out any other necessary works.</p>	Obtain quotes and appoint contractor - Completed. Arrange work.Planned early Oct 24.Completed	Completed	LS
2024/213a)	20.09.2024	Full Council	ORA	<p>2024/213 Resolutions and Recommendations of the ORA Committee meeting held 30th July 2024</p> <p>a)RESOLVED</p> <p>ORA2024/054 Development of small 'Starter plots' on the councils allotment sites. To hold back 1 plot on each of the Council's allotment sites to be divided up and developed into smaller 'starter plots', with a view to letting in January 2025.</p>			LS

2024/213b)	20.09.2024	Full Council	ORA	2024/213 Resolutions and Recommendations of the ORA Committee meeting held 30th July 2024 b) RESOLVED ORA2024/056 Quotations for work on barriers and gates at Meadow Rise open space. To select Vendor 1, MT Tarmac to carry out the work at a cost of £700 pending the receipt of proof of public liability insurance. The council's financial regulations (11.3e)iii) being duly satisfied.	Inform contractor - Completed Awaiting installation. Sept 24		LS
2024/213c)	20.09.2024	Full Council	ORA	2024/213 Resolutions and Recommendations of the ORA Committee meeting held 30th July 2024 c) RESOLVED ORA2024/057 Risk assessments on Mountain Hare play area and Oakbrook skate Park and next steps. For the condition of and future options for the repair or development of the Oakbrook Skatepark to be referred to the 'Oakbrook Refurb working Group' as a matter of urgency. The group's existing terms of reference are: Reporting to the CIL Committee. To investigate the feasibility and arrangements of refurbishing the Oakbrook skatepark. And to request that the group make recommendations to the CIL Committee, the outcome to be considered by Council at a future meeting.	Inform Chair of working group. - Completed. Awaiting outcomes.		LS
2024/214	20.09.2024	Full Council	ORA	2024/214 Motion to amend Councils policy to assist with DMMO applications.  RESOLVED To defer this matter to a future meeting of the Council to allow the Clerk to seek advice from One Voice Wales.	Legal advice obtained - Enter on to next agenda	Completed	LS
2024/216a)	20.09.2024	Full Council	CEC	a) RESOLVED to increase the current festive display schedule by the addition of lighting strings to 23 additional lamp post columns along new road and 3 new large Christmas trees and lighting at St Ilids Meadow, New Road and the Lanelay estate (Option 2 as set out in Appendix 12 presented to the meeting) and for the Christmas tree power supply to be trenched and buried (option d as set out in Appendix 12 presented to the meeting). Extra lighting required to be arranged on a 1 year hire basis.		Completed	LS
2024/216b)	20.09.2024	Full Council	CEC	b) RESOLVED To approve a budget of £15,000 for the additions to the schedule. The elements of the project applicable for CIL funding to be referred to the CIL Committee for consideration of CIL funds. A virement taken from general reserves to cover the cost of any costs not allocated CIL funds.	Add to agenda for next CIL meeting	Completed	LS
2024/216c)	20.09.2024	Full Council	CEC	c) RESOLVED To delegate authority to the Community Engagement Committee to spend the budget of £15,000 and to take any such decisions as necessary to deliver the project. The Committee to scrutinise the quotation process and ensure compliance with the councils standing orders and financial regulations.		Completed	LS
2024/216d)	20.09.2024	Full Council	CEC	d) RESOLVED The Clerk to obtain further quotations for all aspects of the work to obtain best value for money, quotations to be presented to the Community Engagement Committee to select vendors.	Obtain further quotes (Quotation requests sent) . Arrange CEC.Present Matter referred back to FC as suspension of FR required.		LS
2024/218a)	20.09.2024	Full Council	CIL	2024/218 Revised costs for surety cover, memorial garden project. a) RESOLVED To authorise the Clerk to arrange the appropriate cover and to pay the extra £1,781.24 from CIL funds for the project.			LS
2024/218b)	20.09.2024	Full Council	CIL	2024/218 Revised costs for surety cover, memorial garden project. b) RESOLVED As required by standing order 23, to authorise via resolution of the Council, the Chair of the Council, Councillor David Evans and Councillor Robert Smith to be authorised to sign (execution of deed) on behalf of the Council as a party to the Section agreement arrange to provide surety cover as part of the Section 185 agreement with Welsh Water as per the execution block presented in appendix 14a	Signerd. Hard copy to be sent.		LS

2024/220a)	20.09.2024	Full Council	Full Council	<p>2024//220 Celebration event to commemorate the 80th anniversary of VE Day</p> <p>a)RESOLVED To hold a celebration event to commemorate the 80th anniversary of VE day. The date of the anniversary being Thursday 8th May 2025, an event to be held on the weekend following the anniversary at a suitable location with suitable decorations fitted throughout Llanharan and Brynna. The budget line 'Multi cultural carnival' totalling £6,250 to be allocated to the event and the Clerk authorised to make such payments as necessary as directed by a working group set up to make suitable arrangements for the event.</p>			LS
2024/220b)	20.09.2024	Full Council	Full Council	<p>2024//220 Celebration event to commemorate the 80th anniversary of VE Day</p> <p>b)RESOLVED To form a working group to be known as the VE day 80th Anniversary Event Working Group comprising Cllrs Janine Turner (Chair), Neil Feist, Chris Parker, Rhys Jenkins, Robert Smith. Terms of reference: To make appropriate arrangements for the event. All orders placed and instructions for work to be made via the Clerk.</p>	Working group formed. Set up sharepoint group	Completed	LS
2024/221	20.09.2024	Full Council	Full Council	<p>2024/221 Council training plan</p> <p>a)RESOLVED To adopt the training plan presented in Appendix 16 to the meeting.</p> <p>b)RESOLVED To make a virement of £330 from general reserves to the budget line for 'Members Training' in anticipation of 100% take-up of the council's training plan for 2024/25.</p>	Noted.	Completed	LS
2024/224	20.09.2024	Full Council	Full Council	<p>2024/224 Planning</p> <p>RESOLVED For the Clerk to write to RCTCBC's planning department to request an extension for receipt of its comments until 21st October 2024 with regards application 19/1299/RES</p>	Write to planning.	Completed	LS

## Appendix 3

### Correspondence

*Clerk's note: Reproduced here for GDPR reasons.*

As secretary of Brynna OAP association, I find your committee's inability to include both myself & Gil Richards Secretary of Llanharan OAP association very disrespectful in your deliberations of Seniors Christmas dinners this year.

Due to your lack of policies & procedures in past years we have both undertaken the massive task in all aspects except the employment of the caterers, as Mr Leigh Smith was well & truly left high & dry.

1. How are you going to ensure all seniors entitled to the dinner are aware.
2. New seniors who reside in Llanilid (Persimmon) are aware.
3. Housebound seniors are aware
4. Transport pickups are known not just bus stops
5. Councillors as taxis for those who cannot reach pickup points?
6. Request forms & collection boxes in local shops, post offices & ourselves before 6th November (Brynna next club meeting) & cut off date
7. Ensure allergy awareness on form
8. Ensure transport if needed on form
9. Ensure address & telephone number listed on form
10. That age limit is highlighted with exception of carers (as Brynna starts at 50)
11. Who is giving out tickets as you may use them on entry as raffle tickets - councillors?
12. Who will meet & greet on the evenings.
13. Ensure time of meal listed
14. Time to be seated
15. Time transport will leave to go home
16. Suitable prizes for seniors
17. This takes a great deal to organise especially coaches & other transport & cannot be left to last minute

Ann Davis

Secretary, Brynna OAP Association.

## **Brynna Crime Report (Last 31 days)**

### **Burglary – 0 Accounts**

### **Damage – 1 Account**

- Neighbour dispute – Damage to vehicle. Theft of tools/ornaments. Rubbish left on driveway. Suitable advice given to both parties. No evidence to support. Patrols in place.

### **Theft – 5 Accounts**

- Theft of number plates – marker on registration plates to be picked up on ANPR
- Theft of medication
- Theft of belongings – misunderstanding. Items returned. No offence.
- Theft of stock from store – awaiting CCTV circulation
- Theft of cabling – investigation ongoing.

### **Anti Social Behaviour – Account**

- Off road motorbikes – Patrols in place. Policing operation in progress. Meeting conducted to discuss preventative measures such as securing borders to prevent entry.

## **Llanharan Crime Report (Last 31 days)**

### **Burglary – 0 Accounts**

### **Theft – 3 Accounts**

- Keys taken – Keys mistakenly taken. Keys returned – no offences.
- Theft of pedal cycle – No CCTV/Witnesses. No suspect identified.
- Theft of medication – misunderstanding. No offences disclosed.

### **Damage – 1 Account**

- Damage to house – Victim not willing to support investigation. No evidence. No further enquiries available.

### **Anti Social Behaviour – 4 Accounts**

- Vehicle annoyance – Loud exhaust. Investigation ongoing.
- Adult intimidating and swearing at children – Investigation ongoing.



## Appendix 8

### **Resolutions and recommendations of ORA Committee 1<sup>st</sup> October 2024**

**ORA2024/069 Consider disallowing dogs 'off the lead' on the Meadow Rise play area**

***RECOMMENDED***

For the Council to consult with the public on a proposal to seek to forbid dogs from being off the lead within the meadow rise play area.

**ORA2024/070 Consideration of allowing Bees to be kept on the Council's Allotment sites.**

***RECOMMENDED***

For members to seek information on whether any other Town and Community Councils have allowed Bees on their allotments and to seek views on the pro's and Cons' for future discussion.



## Appendix 9

### **Motion**

Proposer: Cllr Robert Smith

#### Motion

To amend the Council's current policy to assist members of the public who wish to register footpaths as a Public Rights of Way (DMMO applications) to include Bridleways.

Clerk's note: In September's Council meeting the Council resolved for the Clerk to seek advice on any potential legal issues regarding the motion. See email trail and NALC legal advice note below.

The current policy, referring to footpaths only is reproduced below.

Assisting members of the public who wish to register footpaths as a Public Right of Way'.

i) Members of the public to collect all witness statements and evidence required and to complete the relevant evidence forms accordingly.

ii) The Community Council (previously Members of the public) to complete 'Certificate 1' (Application for a DMMO).

iii) The Community Council will check that all evidence paperwork and Certificate 1 is in order.

iv) The Community Council will complete 'Certificate 2' (to County Council) if the requirements of paragraph 2 of schedule 1d to the Wildlife Country Side Act 1981 have been complied with. ie Landowners have been contacted and served with a 'Certificate 3' notice or alternative).

v) In order to comply, The Community Council will carry out land registry searches and other investigations in order to identify land owners).

vi) The Community Council will complete 'Certificate 3' (Notice of DMMO application)

and provide this document to landowners.

vii) The Community Council will submit the application to the Local Authority.

**From:** [Paul Egan](#)  
**To:** [The Clerk / Project Officer](#)  
**Cc:** [Lyn Cadwallader](#); [Wendi Patience](#)  
**Subject:** RE: DMMO applications and potential future legal risks (Category O1)  
**Date:** 23 September 2024 14:13:10  
**Attachments:** [image002.png](#)  
[77-Public-Rights-of-Way \(3\).pdf](#)

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Hi Leigh,

Thank you for your request for advice.

I am attaching for your reference a legal topic note which is relevant in this matter. It is the County Borough Council that would be responsible for considering requests to designate new footpaths or divert footpaths and as you will see from the content of the legal topic note, objectors have rights of involvement in the consultation process. Accordingly, there would be no legal implications should the Community Council wish to support any resident in making an application to the relevant officer in the County Borough Council.

Regards,

Paul

Paul R. Egan BA, Chartered MCIPD, CiLCA, F.Inst LM, FIPSM  
Deputy Chief Executive and Resources Manager / Dirprwy Brif Weithredwr a Rheolwr  
Adnoddau

One Voice Wales/Un Llais Cymru  
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The principal representative body for Community and Town Councils in Wales/  
Y prif gorff cynrychioli ar gyfer Cynghorau Cymuned a Thref yng Nghymru

Website/Gwefan: [www.onevoicewales.org.uk](http://www.onevoicewales.org.uk)



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Wrth adael Un Llais Cymru, cafodd yr e-bost hwn ei sganio ar gyfer pob firws sy'n hysbys. Rydym yn cymryd yr angen i warchod eich data o ddifrif. Er mwyn gweld ein Hysbysiad Preifatrwydd gwasgwch ar y ddolen ganlynol: [http://www.unllaiscymru.org.uk/OVWeb-CYM/polisi\\_preifatrwydd-16738.aspx](http://www.unllaiscymru.org.uk/OVWeb-CYM/polisi_preifatrwydd-16738.aspx) Bydd hwn yn esbonio sut rydym yn defnyddio eich gwybodaeth a sut rydym yn gwarchod eich preifatrwydd. Croesawn ohebiaeth yn Gymraeg. Bydd unrhyw ohebiaeth a dderbynnir yn Gymraeg yn cael ei hateb yn Gymraeg ac ni fydd gohebu yn Gymraeg yn arwain at oedi wrth ymateb.

Mae'r e-bost hwn at ddefnydd y sawl y'i bwriedid ar ei gyfer yn unig ac mae'n cynnwys gwybodaeth all fod yn freintiedig a/neu'n gyfrinachol. Os na fwriedid ichi dderbyn yr e-bost, dylech roi gwybod i'r sawl a'i danfonodd trwy ddanfon e-bost yn ôl a dileu'r e-bost hwn ac unrhyw atodiadau.

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**From:** The Clerk / Project Officer <project@llanharan-cc.gov.wales>

**Sent:** 23 September 2024 13:52

**To:** Paul Egan <pegan@onevoicewales.wales>

**Subject:** DMMO applications and potential future legal risks

Good afternoon Paul,

A councillor has recently tabled a motion to amend my council's current policy of assisting members of the public who wish to apply to have unregistered footpaths added to the definitive map (A Definitive Map Modification Order).

I have assured the Council that there is no risk to the Council of a landowner potentially engaging in legal action against it should such an application be granted and a bridleway (or other PROW) being created (and subsequently being disputed by a landowner) as it is the local authority who is the arbiter and the body conferring the legal status of any PROW. The council would simply be the applicant.

However, Council have resolved that I seek advice from One Voice Wale on whether there is any potential future legal risk to the Council in applying for a DMMO in this way.

Best regards

Leigh

## Appendix 10

### Motion

Proposer: Cllr Robert Smith

### Motion

To amend the Council's current policy to assist members of the public who wish to register footpaths as a Public Rights of Way (DMMO applications) to include Bridleways.

### Clerk's note:

The current policy, referring to footpaths only is reproduced below.

Assisting members of the public who wish to register footpaths as a Public Right of Way'.

- i) Members of the public to collect all witness statements and evidence required and to complete the relevant evidence forms accordingly.
- ii) The Community Council (previously Members of the public) to complete 'Certificate 1' (Application for a DMMO).
- iii) The Community Council will check that all evidence paperwork and Certificate 1 is in order.
- iv) The Community Council will complete 'Certificate 2' (To certify that the requirements of paragraph 2 of schedule 14 to the Wildlife Countryside Act 1981 have been complied with. ie Landowners have been contacted and served with a 'Certificate 3' notice or alternative).
- v) In order to comply, The Community Council will carry out land registry searches and other investigations in order to identify land owners).
- vi) The Community Council will complete 'Certificate 3' (Notice of DMMO application) and provide this document to landowners.
- vii) The Community Council will submit the application to the Local Authority.

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[Clerk@llanharan-cc.gov.wales](mailto:Clerk@llanharan-cc.gov.wales)

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth bersonol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhowch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

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**June 2014**

## **PUBLIC RIGHTS OF WAY**

1. The purpose of this LTN is to give an overview of the law relating to public rights of way in England and Wales. It describes what they are, how they are created and issues that are particular to local councils. The LTN also briefly deals with other rights of way – permissive rights of way and private rights of way. Easements, which are private rights of way, are also dealt with in LTN 47 – Easements and LTN 57- Easements over Common Land and Village Greens.

### **What are public rights of way?**

2. Members of the public can use a public right of way without the permission of the owner of the land. Public rights of way can be roads, paths or tracks, and can run through towns, countryside or private property. Members of the public can also cycle, drive a car or ride a horse on some public rights of way. Some public rights of way are maintainable at public expense.
3. Landowners and occupiers must ensure that a public right of way is not obstructed by crops, vegetation or anything else, that the route is identifiable and the surface is restored soon after cultivation.

### **The Definitive Map**

4. The Definitive Map is the map of all public rights of way. Highway authorities (county councils or unitary authorities and in Wales, county boroughs and county councils) are required to maintain the Definitive Map in their area. The Definitive Map can be inspected at the highway authority's offices. In many counties, the Definitive Map, or part of it, is available on the highway authority's website. Four categories of rights of way are recorded on the Definitive Map:

- footpaths
- bridleways
- byways open to all traffic (BOATs)
- restricted byways

They are explained in paragraphs 9 to 14 below.

5. If a public right of way is shown on the Definitive Map and there is no subsequent stopping up order ending the public's right of way (see paragraph 27), then the public right of way is conclusive in law. But a public right of way may not always be on the Definitive Map. For example, there may be paths that are not on the Definitive Map that have acquired public rights of way as a result of many years of public use (see paragraph 20).
6. Under the Countryside and Rights of Way Act 2000 ('the CROW Act 2000') footpaths and bridleways that are not recorded on the Definitive Map by 1 January 2026, that have only been classified as a footpath or bridleway and that were in use before 1949 will automatically be stopped up on that date. Rights of way shown on the Definitive Map will be restricted on 1 January 2026 to the rights shown (e.g. a right acquired before 1949 to ride a horse over a footpath will be extinguished)
7. Pursuant to sections 60 to 62 of the CROW Act 2000 each highway authority outside London is required to produce a Rights of Way Improvement Plan and review it at least every ten years.

### **Types of public right of way**

#### **Highway**

3. The most common type of public right of way over a defined route is a highway with separate areas for the passage of vehicles (a road) and for pedestrians (a pavement). Section 329(1) of the Highways Act 1980 ('the 1980 Act') confirms that '*the carriageway*' is the part of the highway for the passage of vehicles and that the



'footway' is the part of the same highway with a right of way by foot only.

### **Footpath**

9. Section 329(1) of the 1980 Act confirms a *footpath* is a highway (not being a footway) on which the public have a right of way on foot only. There is no right to cycle or ride a horse on a footpath. It is a civil wrong to ride a bicycle or a horse on a footpath, and action could be taken by the landowner for trespass or nuisance by the user. However, it is not a criminal offence to do so unless there is a traffic order or byelaw in force.
10. Footpath users may take a pram, pushchair, wheelchair, a dog (if on a lead or under close control), stop to rest or admire the view, or take a short alternative route to get round an obstruction.

### **Cycle track**

11. The Cycle Tracks Act 1984 allows a highway authority to designate a footpath as a cycle track. If the proposed cycle track crosses any agricultural land anybody who has a legal interest in that land must give their written consent to the making of the order.

### **Bridleway**

12. Section 329(1) of the 1980 Act confirms a *bridleway* is a way over which the public have right to travel on foot, on horseback or leading a horse. They may also have a right to drive animals of any description along the way. Section 30 of the Countryside Act 1968 permits the riding of bicycles on a bridleway but does not "create any obligation to facilitate the use of the bridleway by cyclists".

### **Byways open to all traffic (BOATs)**

13. Section 66(1) of the Wildlife and Countryside Act 1981 defines a *byway open to all traffic (BOAT)* as a highway over which the public have a right of way for vehicular and all other kinds of traffic but which is used by the public mainly for the purpose for which footpaths and bridleways are used.

### **Restricted byways**

14. The CROW Act 2000 introduced a *restricted byway*. Section 48 of the CROW Act 2000 defines it as a highway over which the public have a right to travel on foot, on horseback or leading a horse, or by any vehicle (e.g. bicycles, horse-drawn carriages) except mechanically propelled vehicles (e.g. motorbikes or cars). Driving a motorised vehicle on a restricted byway can amount to an offence under the Road Traffic Act 1988.

### **Coastal paths**

15. Section 296 of the Marine and Coastal Access Act 2009 ("the 2009 Act") provides for the creation of a pathway for the entire coast of England. This is under the control of Natural England and the Secretary of State. Natural England has reviewed its coastal access scheme. A revised version was approved by the Secretary of State in July 2013. See - <http://www.naturalengland.org.uk>
16. Once established, the coastal path will be maintained partly at public expense and partly at the expense of the land owner. This will normally be by agreement with the landowner, but Natural England has the power to require the landowner to do the work and to do it itself if the landowner fails to do so within a specified period.
17. Section 310 of the 2009 Act amends Part 1 of Schedule 5 to the Government of Wales Act 2006 to give similar powers to the Welsh Assembly in respect of the creation of coastal paths in Wales.

### **Creation of a public right of way**

18. A public right of way can be created by:
  - dedication
  - prescription
  - agreement
  - order.

### **Dedication**

19. A footpath, bridleway or restricted byway may be expressly dedicated by the owner as a public right of way. Paths created by express dedication since 1949 are not automatically maintainable at the public expense.
  
20. A way over any land that has been used by the public as of right for at least 20 years is deemed to have been dedicated as a highway pursuant to section 31 of the 1980 Act unless there is sufficient evidence that there was no intention during that period to dedicate it. The 20 years must be continuous immediately before the right to use the way is challenged. Pursuant to section 66 of the Natural Environment and Rural Communities Act 2006 ("the 2006 Act"), usage by a mechanically-propelled vehicle cannot now create a right of way. The 2006 Act was introduced after the decision in **Bakewell Management Ltd v Brandwood [2004]**. The House of Lords decided that a right of way may arise where mechanically propelled vehicles have used a route for the 20-year period, even where that use was without lawful authority and therefore an offence.
  
21. A local council that wishes to avoid a public right of way being created over its land by 20 years' uninterrupted use should regularly monitor how its land is used and ensure that either any paths used are periodically closed or appropriate signs are placed to notify users that the use of the way is by permission not by right.

### **Prescription**

22. For a right of way to be created by prescription, there must be use for at least 20 years continuously up to the date when the prescriptive right is claimed. Such rights must also have been exercised openly, without force nor under protest from the owner and without the land owner's permission
  
23. Creation of a public right of way by prescription is rare because the same circumstances will deem creation by dedication pursuant to section 31 of the 1980 Act. Prescription is still important in respect of private rights of way or easements.

**Agreement**

24. Section 25 of the 1980 Act permits a county council, district council or London Borough (in Wales, a county council) to enter into an agreement (known as a 'Public Path Creation Agreement') with a landowner to create a footpath, bridleway or restricted byway over land in its area. The principal authority has to consult any other principal authority in whose area the land is situated but there is no provision for any one else to be consulted or to object. The agreement may include terms as to payment or limitations or conditions affecting the public right of way over it. The principal authority must give due notice of new public path creation in at least one local paper circulated in the area in which the land is situated. The route is automatically maintainable at the public expense.
25. Section 30 of the 1980 Act permits a parish council (or community council in Wales) to enter into an agreement with a landowner to create a highway over land in its area or in an adjacent parish (or community in Wales) if the council considers this would benefit its residents. The council is under no obligation to consult anyone. The path is not automatically maintainable at the public expense

**Order**

26. Section 26 of the 1980 Act permits a county council, district council or London Borough (in Wales, a county council) to make a "Public Path Creation Order" to create a footpath, bridleway, or restricted bridleway over land in its area if this would be convenient to local residents and if the principal authority has considered the effects of a new path on the land owner. A landowner may claim compensation for loss of the value in and enjoyment of the land. The order does not require anyone's agreement but if a landowner's rights are adversely affected by a proposed right of way or a claim for compensation under section 28 of the 1980 Act is likely, the principal authority should consult with the landowner. If there are no objections, the principal authority can confirm the Public Path Creation Order bringing the path into effect. However, where objections are made, the Order will need to be confirmed or refused by the Secretary of State (in Wales, the Welsh Assembly). Once created, the route is automatically maintainable at the public expense.

## Agreement

24. Section 25 of the 1980 Act permits a county council, district council or London Borough (in Wales, a county council) to enter into an agreement (known as a 'Public Path Creation Agreement') with a landowner to create a footpath, bridleway or restricted byway over land in its area. The principal authority has to consult any other principal authority in whose area the land is situated but there is no provision for any one else to be consulted or to object. The agreement may include terms as to payment or limitations or conditions affecting the public right of way over it. The principal authority must give due notice of new public path creation in at least one local paper circulated in the area in which the land is situated. The route is automatically maintainable at the public expense.
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**Changing and extinguishing public rights of way.**

27. Public rights of way can be permanently “stopped up” or diverted. Pursuant to section 116 of the 1980 Act, a highway authority may apply to the magistrates’ court for an order to stop up a highway (entirely or reduce it to a footpath, bridleway or restricted byway or to divert a highway because it is “unnecessary “ or it can “be diverted so as to make it nearer or more commodious to the public...”). Notice of the application must be given to the parish (or in Wales, community) council for the area of the highway at least two months before it is made. A court order may result in the stopping up of a highway completely or reserve some form of public right of way. This process may be used, for example, to remove vehicular access whilst retaining a public right of access by foot and on horseback.
28. The 1980 Act permits a district or London Borough (or in Wales, a county or county borough) council to:
- stop up or extinguish a footpath, bridleway or restricted byway where it is not needed for public use (Section 118);
  - divert a public right of way where it can be shown that it is in the interest of the relevant landowner and/or the public to do so, but only where: i) the diverted route would not be substantially less convenient to the public; and ii) the diversion would not alter any point of termination of the path, other than to another point on the same highway, or a connected highway. The diversion’s effect on public enjoyment of the path must also be taken into account before a decision is made (Section 119).
  - extinguish (section 118A) or divert (section 119A) a public right of way that crosses a railway where it can be shown that it is in the interests of public safety, but only if it is not possible to make the crossing safe;
  - extinguish (section 118B) or divert (section 119B) a public right of way for reasons of school security, or for crime prevention in a designated high crime area;
  - divert a public right of way to protect a site of special scientific interest

(section 119D); or

- gate a public right of way to tackle anti-social behaviour (section 129A) but this does not extinguish the public right.

29. When a principal authority makes any of the above orders it must advertise the fact in at least one local newspaper for the area of the public right of way, notify the parish council or parish meeting (community council or community in Wales) for the area of the public right of way and give at least 28 days for objections and representations. If there are no objections the highway authority can confirm the order. If there are objections then the draft order must be submitted to the Secretary of State for confirmation or rejection.

#### **Public rights of way maintainable at public expense**

30. As mentioned above a right of way created by a principal authority will automatically be maintainable at the public expense. Other types of right of way can be made maintainable at public expense by a highway authority.

31. Section 228 of the 1980 Act allows a street works authority (County Council or unitary authority and in Wales County Council or County Borough) to declare a private street to be a highway maintainable at public expense. The authority then place "Adoption of Streets" notices at each end of the route. Only the owner of the street (or if more than one, the majority of the owners) has the power to object. If there is an objection, the street works authority can either discontinue or it can go to the magistrates' court for confirmation of the order.

32. Section 43 of the 1980 Act gives a power but not a duty to a parish council (community council in Wales) to repair and maintain footpaths and bridleways or restricted byways. However, this does not empower a parish (or in Wales, a community) council to improve an existing public right of way.

#### **Public rights of way not maintainable solely at public expense.**

33. Most public rights of way cross private land. Legal responsibility for them is shared by the landowner and the highway authority. The highway authority's legal

responsibilities under the 1980 Act include:

- keeping rights of way clear of obstructions
- maintaining the widths of paths restricted
- maintaining most bridges and culverts
- maintaining the surface of the path in a condition suitable for its purpose.

34. Landowner/occupier's responsibilities include:

- keeping rights of way clear of overgrowth on their land (i.e. hedges or tree branches across the path)
- maintaining any stiles and gates which are needed on the path (section 146 of the 1980 Act)
- not obstructing the right of way eg by growing crops
- ensuring that no misleading signs or notices are placed on or near a right of way
- providing bridges where new ditches are constructed

35. A principal authority will provide a grant of at least 25% (section 146 of the 1980 Act) towards the landowner's costs of repairing or replacing stiles and gates. Stiles and gates can be erected for stock control but not for security or other purposes and they cannot be erected at all on restricted byways and byways open to all traffic (BOAT).

36. Within a national park, the relevant national park authority is responsible for maintenance of rights of way.

#### **Signs and shelters on public rights of way**

37. Section 27 of the Countryside Act 1968 permits a highway authority, after



consultation with the owner or occupier of the land, to place signposts along a public footpath, bridleway, restricted byway or byway.

38. A highway authority may also erect signposts at points where a public footpath, bridleway, restricted byway or byway leaves a metalled (ie tarmac) road. Any other person, including a parish council (a community council in Wales) may erect a signpost on a footpath, bridleway or byway with the permission of the highway authority. The highway authority does not need to provide signposts at these points if the parish council (or chairman of the parish meeting where there is no parish council) for the area is consulted and agrees that such signposts are unnecessary.
39. Pursuant to Section 72(1) of the Road Traffic Regulation Act 1984, a parish (or in Wales community) council may, with the permission of the highway authority, provide on or near any road, other than a footpath or bridleway, traffic signs indicating—
  - a stopping place for public service vehicles
  - a warning of the existence of any danger
  - the name of the parish or community or of any place in it
40. Section 72(2) of the Road Traffic Regulation Act 1984 permits a parish (or in Wales a community) council to provide on or near any footpath or bridleway, any object or device (not being a traffic sign) for conveying to users of that footpath or bridleway a warning of the existence of danger.
41. A parish council may also provide and maintain seats and shelters on any road, or on any land abutting a road, within the parish under section 1(1) of the Parish Councils Act 1957. Permission must be obtained from the landowner or the highway authority as appropriate.

#### **Damage to public rights of way**

42. Section 130 of the 1980 Act gives the highway authority the power to “assert and protect” a public right of way.

43. Section 130 of the 1980 Act also empowers a parish council (community council in Wales) to notify the highway authority of an alleged obstruction of, blocking of or encroachment on a public right of way and the highway authority must take action to remove it unless the highway authority concludes that the information is wrong.
44. In some circumstances landowners/occupiers of land are entitled to plough public rights of way, if it is not reasonably convenient to avoid them. This only applies to cross-field footpaths and bridleways. A landowner/occupier must not plough a field edge path or any byway. However, a field edge path may be ploughed to its minimum statutory width (see paragraph 50 below).
45. Where a cross-field footpath or bridleway is ploughed, it must be reinstated within 14 days of the first disturbance of the cropping cycle and 24 hours of any further disturbance such as harrowing and drilling.
46. Under section 57 of the National Parks and Access to the Countryside Act 1949 it is an offence to place any misleading sign on a public right of way likely to deter people from using it. Only the highway authority can prosecute the offender.

#### **Width of public rights of way**

47. There are no statutory rules which govern the width of public rights of way (except where ploughed see paragraph 50 below) and the width is a matter of fact to be determined on each occasion. The width may be set out in an historical document, or it may be the width of the way between boundaries such as hedges or fences. Alternatively, the width may be that which the public have customarily enjoyed.
48. In the absence of any of these measurements, a highway authority will normally require a reasonable width to be made available which would be sufficient for two users to pass, such as:
  - footpaths - 2 metres;
  - bridleways - 3 metres
  - byways - 5 metres.

49. An encroachment into the width of a public right of way is an obstruction and a criminal offence.
50. Statutory default minimum widths apply to rights of way in relation to ploughing and reinstatement following ploughing (Schedule 12A of the 1980 Act). These minimum widths are:
  - headland (field edge) paths: footpaths - 1.5 metres;
  - bridleways - 3 metres;
  - byways - 3 metres.
  - cross-field paths: footpaths - 1 metre;
  - bridleways - 2 metres;
  - byways - 3 metres

#### **Access land**

51. The CROW Act 2000 created the right for the public to walk on "access land" - open countryside, registered common land and some areas of forest (see section 1 of the CROW Act 2000).
52. Members of the public can walk freely on access land and do not have to stick to footpaths or bridleways. Permitted activities include walking, running, climbing, birdwatching and picnicing. However, horse riding, camping, swimming and cycling are not allowed. Horse riders, cyclists and motor vehicles must keep to existing rights of way (Schedule 2 of the CROW Act 2000). Landowners and tenants are able to restrict or exclude public access to access land for up to 28 days per year (section 22 of the CROW Act 2000), whereas public rights of way must remain open at all times.

**OTHER RIGHTS OF WAY**

**Permissive rights of way**

53. Some rights of way can be used by the public only with the permission of the landowner. A permissive right of way can be created by written agreement between the land owner and a local council. Alternatively it can be created simply by the land owner allowing its use.
54. To ensure that it remains a permissive right of way, the land owner must take action to prevent the creation of a public right of way by prescription (see paragraph 22). This assertion of right is normally done by:
- erecting signs at either end of the permissive path stating that it is not a public right of way and setting out any conditions for the use of the path (such as times when it can be used);or
  - physically closing the path for short periods. An example of this is locked gates on permissive rights of way on railway property on Christmas Day. This causes minimal inconvenience but shows that the rights of way are permissive only.

**Private rights of way**

55. Private rights of way over land are known in law as easements. They are rights over another person’s land and can only be used for the benefit of the adjoining land in question. These are dealt with in a separate Legal Topic Note (LTN 47 – Easements).

**Other relevant Legal Topic Notes (LTNs):**

LTN	Title	Relevance
42	Occupiers’ Liability	Distinguishes between legal duties owed to visitors and trespassers. Relevant to permissive paths, access land and stiles/signs on public rights of way.

43	Private Access to Council Land	Sets out further circumstances in which individuals may trespass onto council land.
47	Easements	Explains private rights of way and how they are created
53	Protection of Common Land	Sets out the powers of local councils to combat trespass with particular reference to common land and to the Human Rights Act 1998.
57	Easements over Common Land and Village Greens	Sets out the powers of local councils to grant easements over common land and village greens.
72	Highways	Sets out the powers of local councils in respect of highways.
82	Compulsory purchase orders	Sets out the procedure for local councils to compulsorily purchase land.
83	Neighbourhood Planning England	Sets out the procedure for obtaining a Neighbourhood Development Plan or Neighbourhood Development Order.



## Appendix 10

### **Resolutions and Recommendations of CIL Committee 1<sup>st</sup> October 2024**

**CIL2024/033 Removing project LCC23/Lan1 'Community Garden at Lanley Estate' from the CIL lists**

***RECOMMENDED***

To remove project LCC23/Lan1 'Community Garden at Lanley Estate' from the CIL lists, the residents involved with the project no longer wishing to proceed.

**CIL2024/034 Allocation of £2,850 of CIL funds and creation of the project "Improvements to the surface of the path way along the path adjacent with the newly constructed steps on Enterprise way".**

***RECOMMENDED***

To allocate £2,850 of CIL funds and create the project "Improvements to the surface of the path way along the path adjacent with the newly constructed steps on Enterprise way". And adding to the CIL 123 and Active Project lists. The project having already been completed.

**CIL2024/035 Allocation of £8,490 of CIL funds and creation of the project "Civils work for festive display expansion 2024". And adding to the CIL 123 and Active Project lists.**

***RECOMMENDED***

To allocate £8,490 of CIL funds and to create the project "Civils work for festive display expansion 2024". And adding to the CIL 123 and Active Project lists, authorising officers to spend such CIL funds up to this budget as directed by the CEC Committee under previously delegated authority.



**CIL2024/036 Allocation of £10,000 of CIL funds for allotment expansion projects to deliver 15 new allotment plots. And to add to the CIL123 and Active Project lists .**

***RECOMMENDED***

To allocate £10,000 of CIL funds for allotment expansion projects to deliver 15 new allotment plots at Pendre and Jubilee Street allotment sites. And to add to the CIL123 and Active Project lists. Specific details of the projects for Pendre Allotment site and Jubilee street allotment sites to be examined by the ORA Committee and recommendations regarding the scheme, including recommendations regarding the spending of any budget allocated to the project to be made by that Committee to full Council.

**CIL2024/039 update on the progress of LCC23/Lan2 'Picnic benches at Lanley Estate' and to consider next steps and/or to consider quotes for the benches.**

***a) RECOMMENDED***

To purchase 2 x wheelchair accessible picnic tables from NBB Ltd at a cost of £560 each, with a 10% contingency, authorising the officers to spend a total of £1,232 from CIL funds.

***b) RECOMMENDED***

To purchase a standard bench from KBS Depot at a cost of £440 with a 10% contingency, authorising the officers to spend a total of £484 from CIL funds.

## Appendix 11

### Resolutions and recommendations of the meeting of the Community Engagement Committee (CEC) 10<sup>th</sup> October 2024

#### **CEC2024/042 Quotations provided for scheme to increase the council's festive display under previously delegated authority.**

##### Clerk's note

Whilst the Council has previously delegated authority to the committee to select quotations, the desire to suspend Standing Orders and Financial Regulations in order to make decisions on the matter necessitates the matter being referred to Full Council for resolution.

##### **a) RECOMMENDED**

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 1 quotation for the installation work for the festive display expansion scheme. The committee being presented with evidence and having been satisfied that the Clerk has made best endeavours to obtain further quotations.

##### **b) RECOMMENDED**

To select the vendor 'Centregreat Ltd' to provide the installation works for the expansion of the festive display at a cost of £8,490 and to authorise officers to place the order.

##### **c) RECOMMENDED**

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 1 quotation for the 1 year hire of extra lights for the festive display expansion scheme. The committee being presented with evidence and having been satisfied that the Clerk has made best endeavours to obtain further quotations.

##### **d) RECOMMENDED**

To select the vendor 'The Festive Lighting Company' to provide the 1 year hire of extra lights required for the expansion of the festive display at a cost of £4,279 and to authorise officers to place the order.



**CEC2024/043 Proposals for a public consultation relating to the Ewenny Bridge Project.**

***RESOLVED***

To proceed with the public consultation for the Ewenny Bridge project using the documentation and methods provided in 'Appendix 4' presented to this meeting. For the consultation to begin as soon as practicable and to run for a period of 28 days.

**CEC 2024/044 To receive an update on the work of the Fireworks Working Group and to consider any recommendations submitted in advance via the Clerk.**

***a) RECOMMENDED***

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the working group having been unable to obtain more than 2 quotations for the provision of Marshalls for the 2024 Fireworks event. Full council to be presented with evidence to satisfy itself that the working group has made best endeavours to obtain further quotations (**App 11.1**)

**CEC2024/048 To receive an update on the work of the Senior Citizen's Christmas Lunches Working Group and to consider any recommendations submitted in advance via the Clerk.**

***a) RECOMMENDED***

To increase the budget for the 2024 Senior Citizens Christmas Lunches from £6,500 to £7,000 and to make a virement for the extra costs up to a total of that value from general reserves. To authorise the officers to make payments up to that value in consultation with the working group.

***b) RECOMMENDED***

To suspend Standing Orders and specifically Financial Regulation 11.3e)ii), the working group having been unable to obtain more than 1 quotation for the catering for the 2024 Senior Citizen Christmas lunches event. Full council to be presented with evidence to satisfy itself that the working group has made best endeavours to obtain further quotations. (**App 11.2**)

**c) RECOMMENDED**

To appoint Crestas Caterers to provide the Lunches for the 2024 Senior Citizen's Christmas Lunches at a cost of £30.95 per head. And to authorise the officers to place the order.

**d) RECOMMENDED**

To approve the following costs for the 2024 Senior Citizen's Christmas Lunches:

200 towards raffle prizes with the working group being responsible for purchasing (Via the officers of the Council).

£100 donation to schools for entertainment

£200 payment for school bus transport for Brynnau Primary School

£100 towards the cost of printing posters/banners

**e) RECOMMENDED**

To Set the lower age limit for the 2024 Senior Citizen's Christmas Lunches to 60 years old. With exceptions made for Carers.

**f) RECOMMENDED**

To continue with the name of the event as 'The Llanharan Community Council 2024 Senior Citizen's Christmas Lunches'

## Information provided by the fireworks working group

### Rocket Security reply received

**From:** Rocket Security <info@rocketsecurity.co.uk>  
**Date:** 13 June 2024 at 08:10:07 BST  
**To:** Janine Turner <janine.turner@llanharan-cc.gov.wales>  
**Subject:** Quote 5th nov 2024

Hi Janie,

We would love to help you at your event.

SIA rate would be £18 an hour per guard plus VAT  
STW rate would be £15 an hour per guard plus VAT

The minimum hour charge is 5 hours.

We normally base 1 security guard (SIA) on 150 people but that ratio can probably be reduced to the nature of the event.

We can discuss further details if you wish to go ahead with this quote.

Let me know if you have any questions

Kind regards

*HR & Admin, Rocket Security Limited*

Email: [accounts@rocketsecurity.co.uk](mailto:accounts@rocketsecurity.co.uk)  
Web: [www.rocketsecurity.co.uk](http://www.rocketsecurity.co.uk)



### Lyons Den No reply received

**From:** Janine Turner <janine.turner@llanharan-cc.gov.wales>  
**Date:** 12 June 2024 at 20:12:31 BST  
**To:** info@lyonsdensecurity.co.uk  
**Subject:** Llanharan fireworks event

Hi Brendan

I'm looking for a quote for 30 Marshalls on November 5th for the community councils fireworks event.  
Please can you let me know availability and costs per Marshall.

Many thanks  
Cllr Janine Turner

LCDP part of their overall quote

**LLANHARA COMMUNITY COUNCIL - FIREWORKS EVENT - 5 NOVEMBER 2024**

DESCRIPTION	INCLUDED IN PRICE YES/NO	% HIGH NOISE / LOW NOISE	PRICE £	COMMENTS
A FIREWORKS DISPLAY USING BETWEEN 50-70% STANDARD HIGH-NOISE FIREWORKS AND BETWEEN 30-50% LOW-NOISE FIREWORKS. WE AIM TO DISPLAY THE LOW-NOISE FIREWORKS FIRST, FOLLOWED BY AN ANNOUNCEMENT THAT STANDARD HIGH-NOISE FIREWORKS DISPLAY WILL FOLLOW, GIVING THOSE WHO WANT TO LEAVE THE OPPORTUNITY TO DO SO. THE TOTAL DISPLAY TO LAST AROUND 20 MINUTES PROVIDED BY A TRAINED AND COMPETENT PERSON.	Yes	70% normal 30% low noise	3,500.00	Included in overall budget
RISK ASSESSMENT	Yes			Included in Event Management
TEMPORARY EVENTS LICENCE	Yes			NA
<b>STEWARDSHIP/MARSHALLING/Event Management</b>	Yes		<b>4,125.00</b>	<b>To provide sufficient marshalls for the event</b>
POST-EVENT CLEANUP	Yes			Included in Event Management
FIRST AID COVER	Yes		370.00	Budget cost for the First Aid company
SAFETY BARRIERS/LIGHTING/TOILETS	Yes		2,200.00	Supplied from hire company
DJ	Yes		250.00	DJ's fee for event
SKIP(S) FOR CLEANUP	Yes		260.00	Skip hire fee
INSURANCE	Yes		1,800.00	Budget cost for insurance
BANNERS/SIGNAGE (SUBJECT TO LCC APPROVAL)	Yes		350.00	Please see LCDP T&C's
FOOD OUTLETS/VENDORS	Yes			Please see LCDP T&C's
GIFTS STALLS/STANDS	Yes			Please see LCDP T&C's
TICKETING	Yes			NA
RADIOS	Yes		250.00	Budget cost for Radios
POLICING	Yes			Included in Event Management
OTHER CONSIDERATIONS	Yes		1,310.50	Admin Fee 10%
<b>TOTAL PRICE</b>			<b>£ 14,415.50</b>	

## **Appendix 11b**

Evidence showing best efforts to obtain 3 quotations for the Christmas lunch catering 2024.

See the following correspondence.

Note that the following vendors responded via telephone to explain that they would not be providing a quote:

Sian Westake - Job too large

John Quill - Unavailable

## Christmas Dinners EOI

---

**From** David Evans <David.Evans@llanharan-cc.gov.wales>

**Date** Wed 21/08/2024 22:55

**To** d.j.evans@live.co.uk <d.j.evans@live.co.uk>

**Bcc** Info <info@lcdp.org.uk>; Katie Evans <katie@lcdp.org.uk>; Jolene Allen <jolene@lcdp.org.uk>; info@crestacaterers.co.uk <info@crestacaterers.co.uk>; browningcaterers@aol.com <browningcaterers@aol.com>; enquiries@justperfectcatering.co.uk <enquiries@justperfectcatering.co.uk>

Good morning,

Llanharan Community Council are currently looking for a caterer to fulfil our Christmas 2024 Senior Citizen Christmas Dinners and we would love to know if you would be interested in providing a quotation to provide meals and table service for 2 x Christmas lunches (for our local OAP's) on 19th and 20th December at a venue arranged by us in Llanharan (CF72) please?

For approximately 150-200 people over 2 days.

We are looking for:

A starter (eg Soup with bread rolls).

A tradition beef dinner as main (with veggie/vegan options upon advanced request)

A selection of deserts.

Cheese and crackers, tea/coffee and after dinner mints.

Provision of crockery, cutlery and table cloths.

There will be a small kitchen with serving hatch available.

If this is something you can provide, please forward a quote at your earliest convenience. Any queries, please do not hesitate to get in contact with me.

Best regards

ClIr David Evans  
Chair of Llanharan Community Council  
07841 756416

**RE: Christmas Dinners EOI**

---

**From** browningcaterers <browningcaterers@aol.com>  
**Date** Thu 22/08/2024 10:06  
**To** David Evans <David.Evans@llanharan-cc.gov.wales>

Hi David,

Many thanks for your enquiry. Unfortunately we are fully booked for the 19th December but we are available for the 20th December. We have other dates available if they don't need to be successive days.

The cost for the menu you've stated in your email would be £25.00 + VAT.

Regards,  
Dane James,  
Director,  
Browning Caterers Ltd.

Sent from my Galaxy

----- Original message -----

**From:** David Evans <David.Evans@llanharan-cc.gov.wales>  
**Date:** 21/08/2024 22:55 (GMT+00:00)  
**To:** d.j.evans@live.co.uk  
**Subject:** Christmas Dinners EOI

Good morning,

Llanharan Community Council are currently looking for a caterer to fulfil our Christmas 2024 Senior Citizen Christmas Dinners and we would love to know if you would be interested in providing a quotation to provide meals and table service for 2 x Christmas lunches (for our local OAP's) on 19th and 20th December at a venue arranged by us in Llanharan (CF72) please?

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Cheese and crackers, tea/coffee and after dinner mints.

Provision of crockery, cutlery and table cloths.

There will be a small kitchen with serving hatch available.

If this is something you can provide, please forward a quote at your earliest convenience. Any queries, please do not hesitate to get in contact with me.

Best regards

Cllr David Evans  
Chair of Llanharan Community Council  
07841 756416



## Christmas Dinners EOI

---

**From** admin <admin@justperfectcatering.co.uk>  
**Date** Thu 22/08/2024 10:12  
**To** David Evans <David.Evans@llanharan-cc.gov.wales>

Good Morning David  
Thank you for your e mail and contact yesterday.

We sincerely apologise, we are unable to assist, as we are not available for your advised dates of the 19<sup>th</sup> and 20<sup>th</sup> December, but would like to wish you well.

Kind Regards  
Sue  
Administration Assistant



Just Perfect Catering LTD  
Unit 17 | Tondu Enterprise Centre | Tondu | Bridgend | CF32 9BS  
T: 01656 724 363  
E: [admin@justperfectcatering.co.uk](mailto:admin@justperfectcatering.co.uk)

---

**From:** Louise Owens <lowens@justperfectcatering.co.uk>  
**Sent:** Thursday, August 22, 2024 10:05 AM  
**To:** admin <admin@justperfectcatering.co.uk>  
**Subject:** FW: Christmas Dinners EOI

Hi Sue

Can you reply and thank them for contacting us but we currently aren't available on these date but wish them well etc

---

**From:** David Evans <[David.Evans@llanharan-cc.gov.wales](mailto:David.Evans@llanharan-cc.gov.wales)>  
**Sent:** Wednesday, August 21, 2024 10:56 PM  
**To:** [d.j.evans@live.co.uk](mailto:d.j.evans@live.co.uk)  
**Subject:** Christmas Dinners EOI

**Caution:** This is an external email and may be malicious. Please take care when clicking links or responding with sensitive information.

Good morning,

Llanharan Community Council are currently looking for a caterer to fulfil our Christmas 2024 Senior Citizen Christmas Dinners and we would love to know if you would be interested in providing a quotation to provide meals and table service for 2 x Christmas lunches (for our local OAP's) on 19th and 20th December at a venue arranged by us in Llanharan (CF72) please?

For approximately 150-200 people over 2 days.

We are looking for:

A starter (eg Soup with bread rolls).

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A selection of deserts.

Cheese and crackers, tea/coffee and after dinner mints.

Provision of crockery, cutlery and table cloths.

There will be a small kitchen with serving hatch available.

If this is something you can provide, please forward a quote at your earliest convenience. Any queries, please do not hesitate to get in contact with me.

Best regards

Cllr David Evans  
Chair of Llanharan Community Council  
07841 756416

# Cresta Caterers

Unit 35, Aberaman Park Ind. Est., Aberdare, CF44 6DA  
Tel: 01685 876111. Fax: 01685 876644. Mob: 07971218707 Email: [info@crestacaterers.co.uk](mailto:info@crestacaterers.co.uk)  
[www.crestacaterers.co.uk](http://www.crestacaterers.co.uk)

**Proforma No: 341PP01**

**Date: 23 August 2024**

**Name:**

**Cllr David Evans  
Senior Citizen Christmas Dinners  
Llanharan**

**Venue to be confirmed**

**To supply the following on :! 19<sup>th</sup> and 20<sup>th</sup> December 2024**

**Based on your provisional numbers – 150**

## **Option 1**

Christmas Menu 1 at £28.00 per person £4200.00

Total £4200.00 inclusive of vat

**or**

## **Option 2**

Christmas Menu 1 with Cheeseboard Course to be included £30.95 £4642.50

Total £4642.50 inclusive of vat

**1TERMS: Settlement is strictly 7 days net.**

## **Payment:**

**Cheque:** Please make cheques payable to 'Mountain Tops Ltd. T/a Cresta Caterers', and write the invoice number on the back. Post to Unit 35, Aberaman Park Ind. Est., Aberdare, CF44 6DA.

**Card:** Please call us on 01685 876111 with your card details.

**Bank Transfer:** Our account details are:

Name: Mountain Tops Ltd, Sort code: 30-90-01, Account number: 00835410

Please include the invoice number and the date of the function in the reference field, and email BACs advice to [info@crestacaterers.co.uk](mailto:info@crestacaterers.co.uk)

Vat Registration No: 615 6380 43  
Cresta Caterers is the trading name of Mountain Tops Ltd  
Registered office: 6 Raleigh Walk, Waterfront 2000, Atlantic Wharf, Cardiff.

## Appendix 11a

### Quotations for the erection of the 2024 Festive display (Christmas lights and trees)

Quotation requests were sent for ***the taking down of baskets and the erection of the Christmas trees and lights for the 2024 festive display*** (Incorporating the expanded display for 2024).

The following companies were approached:

PS Lighting Solutions.  
LML Electrics.  
CentreGreat Ltd.  
D9signs Ltd.

PS Lighting Solutions responded that they would not be submitting a price.  
LML Electrics and D9Signs did not respond.

Centregreat provided a quotation of £14,334.40

### Proposal

- a) To consider suspending Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 1 quotation for the erection and removal of the Festive display (And taking down of summer baskets).
  
- b) To consider selecting the vendor 'Centregreat Ltd' to erect remove the festive display for 2024 (including taking down of summer baskets) at a cost of £14,334.40 and to authorise officers to place the order,.

Quotation requests were sent for ***the supply of Christmas trees for the 2024 festive display*** (Incorporating the expanded display for 2024).

The following companies were approached and quotes indicated received

Cowbridge Christmas Tree Farm - £3,750

Sarah's the Greengrocers (Mark Thompson) - £2,177

### Proposal

- c) To consider suspending Standing Orders and specifically Financial Regulation 11.3e)ii), the clerk having been unable to obtain more than 2 quotations for the supply of Christmas trees for the Festive display 2024
  
- d) To consider selecting the vendor 'Sara's the Greengrocer' to supply Christmas trees for the Festive display 2024 at a cost of £2,177 with a 10% contingency giving a grant total of £2,394 and to authorise officers to place the order.

**From:** [The Clerk / Project Officer](#)  
**Bcc:** [Anthony Gough](#); [Adriano Fantini](#); [lee huckridge](#); [chris@pslightingsolutions.co.uk](mailto:chris@pslightingsolutions.co.uk)  
**Subject:** Request for Quotation - Erection and taking down Llanharan Community Council festive lights. 2024  
**Date:** 09 October 2024 11:24:00  
**Attachments:** [Christmas Lights Master - Copy.xlsx](#)

---

Good morning

Llanharan Community Council invites you to provide a quotation for the following for December 2024: (See also spreadsheet, attached and terms as per previous years).

(It is likely we will look for a multi-year contract for 2025 onwards) – Tender to be issued in early 2025.

Please provide quotations by the close of business Wednesday 16<sup>th</sup> October 2024.

The erection and taking down of Christmas Motifs, Trees and lights The erection of 68 x motifs and 23 sets of 'string lights' onto designated lampposts and connection to the appropriate mains supply as per spreadsheets marked Bridgend Rd and Brynna Rd.

The erection of 47 x 4ft Christmas trees into the walled mounted brackets above various business premises, they will need to be individually decorated with a single light string and connection to the appropriate mains supply, details specified in the spreadsheet marked Business Premises.

The delivery of 2 x 6ft Christmas Trees and corresponding light strings plus associated ancillary equipment to the High Corner Public House as specified in the spreadsheet marked Business Premises.

The erection of 10 x 16ft Christmas trees to be decorated with 12 light strings per tree and connection to the mains supply as specified in the spreadsheet marked Community Trees.

The fastening of 2 x strings of 6 light strings to the fencing of Dolau school that faces the A473 and connection to the appropriate power points as specified in the spreadsheet marked Community Trees.

The erection and connecting of a motif (provided) on Brynnau Primary School and taking down afterwards.

Prompt return to rectify any faults/replace bulbs/adjust motifs moved by wind etc... within 24 hours of report.

The taking down of all hanging baskets from lampposts when erecting motifs and trees.

The taking down of all motifs, lights and trees from business premises, lights from the fence of Dolau school, Brynnau School and the Community Trees and lights. All motifs, lights and ancillary

equipment to be returned in good order to a mutually agreed location for the Council to arrange shipment back to Festive Lighting.

Christmas trees to be taken to a mutually agreed location for recycling.

All erections to be completed by 1st December 2024 and removed by End January 2025.

Please don't hesitate to contact me for further details.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth bersonol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopio neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhowch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

llanharan-cc.gov.uk

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**From:** [The Clerk / Project Officer](#)  
**To:** [Steve Samuel](#)  
**Subject:** Re: Request for Quotation - Erection and taking down Llanharan Community Council festive lights. 2024  
**Date:** 09 October 2024 22:21:35

---

Thanks for letting me know Steven.

Regards

Sent from [Outlook for iOS](#)

---

**From:** Steve Samuel <steve@pslightingsolutions.co.uk>  
**Sent:** Wednesday, October 9, 2024 3:19:45 PM  
**To:** The Clerk / Project Officer <project@llanharan-cc.gov.wales>  
**Subject:** FW: Request for Quotation - Erection and taking down Llanharan Community Council festive lights. 2024

Thanks for the tender but we will not be submitting price for these works

Regards

Steven Samuel  
Director  
P.S Lighting Solutions Ltd  
Tel No: 01656 871366

---

**From:** Chris Samuel <chris@pslightingsolutions.co.uk>  
**Sent:** 09 October 2024 11:49  
**To:** Paul Samuel <paul@pslightingsolutions.co.uk>; Steve Samuel <steve@pslightingsolutions.co.uk>  
**Subject:** FW: Request for Quotation - Erection and taking down Llanharan Community Council festive lights. 2024

Regards

Chrissy Samuel  
Accounts Manager  
P.S Lighting Solutions Limited  
Tel No: 01656 871366

---

**From:** The Clerk / Project Officer <[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)>  
**Sent:** 09 October 2024 11:24  
**Subject:** Request for Quotation - Erection and taking down Llanharan Community Council festive lights. 2024

Good morning



Llanharan Community Council invites you to provide a quotation for the following for December 2024: (See also spreadsheet, attached and terms as per previous years).

(It is likely we will look for a multi-year contract for 2025 onwards) – Tender to be issued in early 2025.

Please provide quotations by the close of business Wednesday 16<sup>th</sup> October 2024.

The erection and taking down of Christmas Motifs, Trees and lights The erection of 68 x motifs and 23 sets of 'string lights' onto designated lampposts and connection to the appropriate mains supply as per spreadsheets marked Bridgend Rd and Brynna Rd.

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The erection of 10 x 16ft Christmas trees to be decorated with 12 light strings per tree and connection to the mains supply as specified in the spreadsheet marked Community Trees.

The fastening of 2 x strings of 6 light strings to the fencing of Dolau school that faces the A473 and connection to the appropriate power points as specified in the spreadsheet marked Community Trees.

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Prompt return to rectify any faults/replace bulbs/adjust motifs moved by wind etc... within 24 hours of report.

The taking down of all hanging baskets from lampposts when erecting motifs and trees.

The taking down of all motifs, lights and trees from business premises, lights from the fence of Dolau school, Brynnau School and the Community Trees and lights. All motifs, lights and ancillary equipment to be returned in good order to a mutually agreed location for the Council to arrange shipment back to Festive Lighting.

Christmas trees to be taken to a mutually agreed location for recycling.

**All erections to be completed by 1st December 2024 and removed by End January 2025.**

Please don't hesitate to contact me for further details.

Best regards

**Leigh Smith**

**Clerk to the Council.**

**Llanharan Community Council**

[project@llanharan-cc.gov.wales](mailto:project@llanharan-cc.gov.wales)

[www.llanharan-cc.gov.wales](http://www.llanharan-cc.gov.wales)

**Tel: 01443 231430 / 07769 266675**

Mae'r neges ar gyfer y person / pobl enwedig yn unig. Gall gynnwys gwybodaeth bersonol, sensitif neu gyfrinachol. Os nad chi yw'r person a enwyd (neu os nad oes gyda chi'r awdurdod i'w derbyn ar ran y person a enwyd) chewch chi ddim ei chopïo neu'i defnyddio, neu'i datgelu i berson arall. Os ydych chi wedi derbyn y neges ar gam, rhowch wybod i'r sawl sy wedi anfon y neges ar unwaith. Mae'n bosibl y bydd holl negeseuon yn cael eu cofnodi a/neu fonitro unol â'r ddeddfwriaeth berthnasol.

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## Appendix 12

### **Recommendations of the Bryncae Community Centre Working Group specifically regarding the signing of the lease for the Bryncae Community Centre**

#### Proposal

- a) To approve the signing of the lease for the Bryncae Community Centre. (Subject to the Clerk agreeing the final schedule of condition with RCTCBC)
- b) To authorise two named councillors to sign the lease on the council's behalf (One of whom should be the chair).

(See App12a for the lease and 12b for the schedule of condition report).

#### Clerks note:

Negotiation has taken place with RCTCBC regarding the content and wording of the lease. Both the working group and the council's solicitor highlighted a number of elements of the lease that required changing.

Of particular significance the timing of the 5 year rent review and accompanying break clause trigger dates have been amended to ensure if RCTCBC levy a rent that the Community Council find unacceptable then there is time to activate the break clause and surrender the lease at each 5 year review period.

RCTCBC have also consented to alter the schedule of condition of the centre to reflect the current condition of the centre.

Should Council elect to sign the lease then the responsibilities for compliance with the lease will transfer to the Community Council immediately.

Responsibility for the running of the centre would automatically fall to the

officers of the council.

### Practical operation and governance of the centre.

The Bryncae Community Centre Working Group have been tasked with examining the various methods of governance and operation of the centre, until such recommendations are forthcoming council may wish to consider options for the practical running of the centre in the meantime.

Currently a voluntary management committee run the centre on behalf of RCT and carry out activities including the following:

- Taking of bookings and management of hires.
- Cash management.
- Key management (for hirers).
- Checks for statutory inspection.
- Invoicing
- Financial record keeping and analysis.
- Stock management (Cleaning and hygiene products)
- Management of cleaning contract.
- Ad Hoc cleaning of the centre.
- Repairs and maintenance.
- Signatories on bank accounts.

The current members of the Bryncae Community Centre Voluntary Management Committee are:

Cllr Chris Parker (Chair)

Cllr Andrea James (Treasurer)

Leigh Smith (Secretary) – The Clerk of the Council

Jan Parker.

Sue Heaslip.

Pippa Story.

Cllr Janine Turner is not a member of the management committee per-se but attends in an ex officio capacity as a County Borough Councillor (as permitted by the constitution) and acts as the booking Clerk for the centre.

Taking on of the activities listed immediately would exceed the current capacity of officers.

Council should consider options for the immediate, practical running of the centre. These may include:

Continuing with the current arrangements utilising the current voluntary management committee but with all non-routine spending decisions (ie not including the routine payment of regular bills for utilities, cleaning etc...) transferring to the council under its financial regulations.

The exception being that invoices and payments are raised and paid by the management committee treasurer. The community centre currently carries a bank balance held in its own bank account which will transfer to the community council on the signing of the lease. Only the authorised signatories and those members of the management committee with access can make payments. It is proposed that this arrangement stays in place until council has made alternative arrangements. The RFO to present a finance report each month.

Should this approach be adopted then the Clerk would resign from the management committee and recommends that the management committee instead liaises with him in his capacity as Clerk to the Council so that he may exercise his normal delegated authority with regards to day today operation of the council's business and advises the management committee of proper process etc....

This approach would ensure a seamless transition and allow the council time to consider any recommendations made by the Bryncae Community Centre Working Group for future operation and governance of the centre.

#### Statutory compliance

The Clerk will obtain quotations for external companies to carry out routine checks to ensure statutory compliance for the following:

Fire.

Legionella.

Electrical safety.

Gas safety.

#### CIL spend commitments made under the CAT application

As part of the CAT application the Community Council has committed to

spend CIL funds. The Clerk will draw up a specific proposal to agree a program of work to be presented to a future meeting of the CIL Committee.

**Date**

**2024**

**RHONDDA CYNON TAFF  
COUNTY BOROUGH COUNCIL**

**And**

**LLANHARAN COMMUNITY COUNCIL**

**LEASE**

**Relating to BRYNCAE COMMUNITY CENTRE**

**Director of Legal Services  
Third Floor  
Building 2 Llys Cadwyn  
Taff Street  
Pontypridd  
CF37 4TH**

KLT/120513





## LAND REGISTRY PRESCRIBED CLAUSES

Land Registry prescribed particulars	
<b>LR1. Date of lease</b>	2024
<b>LR2. Title number(2)</b>	<p><b>LR2.1 Landlord's title number(s)</b> Title number(s) out of which this lease is granted. Leave blank if not registered.  CYM590676 AND CYM193569</p> <p><b>LR2.2 Other title numbers</b> Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.</p>
<p><b>LR3. Parties to this lease</b></p> <p><i>Give full names, addresses and company's registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give territory in which incorporated.</i></p>	<p><b>Landlord</b> Rhondda Cynon Taff County Borough Council of 2 Llys Cadwyn, Taff Street, Pontypridd CF37 4TH</p> <p><b>Tenant</b> Llanharan Community Council, 2a Chapel Road, Llanharan, CF72 9QA</p> <p><b>Other parties</b> None</p> <p><i>Specify capacity of each party, for example "management company", "guarantor", etc</i></p>
<p><b>LR4. Property</b></p> <p>Insert a full description of the land being leased or</p> <p><i>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</i></p> <p><i>Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be attached to this lease and any floor levels must be specified.</i></p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>Bryncae Community Centre, Duffryn Crescent, Llanharan, CF72 9UU more fully described at clause 1.10.</p>
<b>LR5. Prescribed statements etc.</b>	<p><b>LR5.1</b> <b>. The property leased will as a result of this lease be held by the Tenant an exempt charity</b></p> <p><b>LR5.2</b> <i>This lease is made under, or by reference to, provisions of:</i></p>

<p><b>LR6. Term for which the Property is leased</b></p> <p>Include only the appropriate statement (duly completed) from the three options.</p> <p><i>NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</i></p>	<p><b>The term is as follows:</b></p> <p><b>25 years from and including the date of this Lease (this term is referred to in this Lease as “the Term”)</b></p>
<p><b>LR7. Premium</b></p> <p><i>Specify the total premium, inclusive of VAT where possible.</i></p>	<p><b>None</b></p>
<p><b>LR8. Prohibitions or restrictions on disposing of this lease</b></p> <p>Include whichever of the two statements is appropriate.</p> <p><i>Do not set out here the wording of the provision.</i></p>	<p><b>This lease contains a provision that prohibits or restricts dispositions</b></p>
<p><b>LR9. Rights of acquisitions etc.</b></p> <p><i>Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p>LR9.1 Tenant’s contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land <b>None</b></p> <p>LR9.2 Tenant’s covenant to (or offer to) surrender this lease <b>None</b></p> <p>LR9.3 Landlord’s contractual rights to acquire this lease <b>None</b></p>
<p><b>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b></p> <p><i>Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</i></p>	<p><b>None</b></p>

<p><b>LR11. Easements</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.</i></p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property  <b>The rights referred to in the First Schedule</b></p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property  <b>The rights referred to in the Second Schedule</b></p>
<p><b>LR12. Estate rentcharge burdening the Property</b></p> <p><i>Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.</i></p>	<p><b>None</b></p>
<p><b>LR13. Application for standard form of restriction</b></p> <p>Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.</p> <p><i>Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.</i></p>	<p><b>None</b></p>
<p><b>LR14. Declaration of trust where there is more than one person comprising the Tenant</b></p> <p>If the Tenant is one person, omit or delete all the alternative statements.</p> <p><i>If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</i></p>	<p><b>Not applicable.</b></p>



- 1.6 Lease** unless expressly stated to the contrary the expression “this Lease” includes any document supplemental to or collateral with this document or entered into in accordance with this document
- 1.7 Neighbouring Property** means any neighbouring or adjoining land in which the Landlord has a freehold or leasehold interest or in which during the Term the Landlord acquires such an interest
- 1.8 Permitted Use** means use for any community related purposes.
- 1.9 Plans** mean the plans annexed to this Lease
- 1.10 Planning Acts** means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and any statutory extension amendment modification consolidation or re-enactment thereof and any statutory instrument order or regulation made thereunder for the time being in force
- 1.11 Property** means that part of the building edged red on Plan 1 comprised within the Landlord’s registered title CYM193569 & CYM590676
- 1.12 Rent** means the yearly rent of Thirteen Thousand Five Hundred Pounds (£13,500.00) payable monthly in advanced and revised pursuant of the Fourth Schedule
- 1.13 Rent Commencement Date** means the                      day of 2029
- 1.14 Requisite Notice** means notice in writing to the Tenant 48 hours before any entry is made on the Property or any part thereof save that in the case of emergency no notice shall be required.
- 1.15 Service Media** means pipes sewers drains mains ducts conduits gutters watercourse wired cables channels subways flues and all other conducting media including any fixings louvres cowls and other covers
- 1.16 Term** means a term of 25 years commencing on the date of this Lease and ending on and including the                      day of 2049
- 1.17 The 1954 Act** means the Landlord and Tenant Act 1954 and all statutes, regulations and orders including by virtue of Clause 2.

- 1.18 Break Date:** the First Break Date, the Second Break Date the Subsequent Break Dates
- 1.19 First Break Date:** 5 years and 6 months from the date of this lease
- 1.20 Second Break Date:** 10 years and 6 months from the date of this lease
- 1.21 Subsequent Break dates:** every 5 years and 6 months thereafter of date of this lease
- 1.22 Break Notice:** written notice to terminate this Lease on the Break Date to be served no later than 3 months before the Break Date
- 1.23 Uninsured Risks:** means any risk which is either:
- 1.23.1 not listed in the definition of Insured Risks; or
  - 1.23.2 listed in the definition of Insured Risks but which has not been insured by the Tenant because insurance is not available or is not available in the London insurance market on reasonable terms.
- 1.24 Schedule of Condition:** means the Schedule of Condition annexed to this document

## **2. INTERPRETATION**

- 2.1** The expressions “the Landlord” and “the Tenant” include their respective successors in title
- 2.2** Any covenant by the Tenant not to do an act or thing includes an obligation not to permit such act or thing to be done and to use its best endeavours to prevent such act or thing being done by a third party
- 2.3** Any reference to a statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made thereunder (except any specific reference herein to the Town and Country Planning (Use Classes) Order 1987)
- 2.4** References to any right exercisable by the Landlord extends to all persons authorised by the Landlord (including agents professional advisors contractors workmen and others)
- 2.5** References to “the last year of the Term” include the last year of the Term if the same determines otherwise than by effluxion of time and to “the expiration of the Term” include such sooner determination of the Term

- 2.6 References to consent or approval of the Landlord (or words to similar effect) mean a consent or approval in writing signed by or on behalf to of the Landlord
- 2.7 Where the Landlord or the Tenant for the time being are two or more individuals the terms “the Landlord” and “the Tenant” include the plural number and obligations expressed or implied to be made by or with such party are deemed to be made by or with such individuals jointly and severally
- 2.8 Where the consent or approval of the Landlord is required or requested in relation to this Lease, such provisions shall be construed as also requiring the consent or approval of any superior landlord and mortgagee, except that no obligation is implied that such superior landlord or mortgagee shall not unreasonably refuse any consent
- 2.9 Words importing the one gender include all other genders and words importing the singular include the plural and vice versa
- 2.10 The paragraph headings and title page do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.11 References to “losses” are references to liabilities damages or losses awards of damages or compensation penalties costs disbursements and expenses arising from any claim demand action or proceedings
- 2.12 Any covenant by the Tenant not to do anything includes an obligation not to permit or suffer that thing to be done by another person with the express authority of the Tenant
- 2.13 Whatever the nationality residence or domicile of any party this lease shall be governed by and interpreted in accordance with the laws of England and Wales

### **3. DEMISE**

THE Landlord DEMISES to the Tenant the Premises TOGETHER WITH the rights specified in the First Schedule TO HOLD the Premises to the Tenant for the Term subject as hereinafter stated YIELDING AND PAYING to the Landlord:

The Rent payable by monthly payments in advance on the first day of each month in every year and proportionately for any period of less than a year the first such payment being a proportionate sum in respect of the period from the date hereof to the next payment date to be paid on the date hereof.

## **4. THE TENANT COVENANTS with the Landlord:**

### **4.1 Rent and other payments**

- 4.1.1 To pay the Rent on the days and in the manner set out in clause 3 without any deductions and if so required in writing by the Landlord to make such payments by banker's order or direct debit to any bank and account that the Landlord may from time to time nominate.
- 4.1.2 To pay the Landlord on demand the costs of the premiums incurred by the Landlord in insuring the Property in accordance with clause 5.2.1 annually throughout the Term.
- 4.1.3 To pay all rates, taxes and other impositions payable in respect of the Property (save for those of a capital nature), its use and any works carried out there, other than any taxed payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease. If any such rates, taxes or other impositions are reasonably and property payable in respect of the Property together with other property (including the remainder or any other part of the Building) the Tenant shall pay a fair proportion (determined conclusively by the Landlord acting reasonably and in accordance with the principles of good estate management except as to questions of law and in the absence of any manifest error) of the total.

### **4.2 Interest**

If:

- 4.2.1 any Rent remains unpaid for more than twenty one days after the due date (whether formally demanded or not) to pay Interest thereon calculated from the due date until payment
- 4.2.2 any other rents or other monies payable hereunder remain unpaid for more than twenty one days after written demand therefore to pay Interest thereon calculated from the date of demand until payment such Interest being deemed to be rent due to the Landlord

Nothing in this clause entitled the Tenant to withhold or delay any payment of the Rent or any other sum due under this Lease or affects the rights of the Landlord in relation to any non-payment

### **4.3 Value Added Tax**

To pay or otherwise indemnify and keep indemnified the Landlord or any other person against all or any Value Added Tax (or any other imposition of a like nature that may be substituted for it or levied in addition to it) which may be chargeable or payable in respect of the rent or any other



sums or other consideration which the Tenant is liable to pay or provide hereunder provided that the Landlord shall have previously delivered to the Tenant a valid VAT invoice addressed to the Tenant for the full amount whether to the Landlord or such other person to the intent that such rents sums and consideration are treated as being exclusive of all such tax or other imposition which is accordingly payable by the Tenant in addition thereto

#### **4.4 Outgoings**

4.4.1 To pay and indemnify and keep indemnified the Landlord against all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Property or upon the owner or occupier of them

4.4.2 To pay for all gas electricity water drainage and communications facilities used by or available to the Property and all standing and other charges and to observe and perform at the Tenant's expense (but not so as to effect a breach of any of the other Tenant's covenants herein contained) all present and future regulations and requirements of the gas electricity water drainage and communications authorities and to keep the Landlord indemnified against non-payment or non-observance thereof

#### **4.5 Telecommunications**

4.5.1 To pay for all telephone and telecommunication facilities used by the Tenant on the Property and all standing and other charges applicable thereto and to keep the Landlord indemnified against non-payment or non-observance thereof

#### **4.6 Structure and Maintenance**

4.6.1 To keep the whole of the Property including the structure in as good a state of repair and condition as it is in at the date of this Lease.

4.6.2 The Tenant must paint all exterior paint work as often as necessary with suitable materials of a good quality.

4.6.3 To keep in no worse state of repair and condition than is evidenced by the schedule of condition annexed to this Lease.

4.6.4 Subject to the provisions of 4.6.1 forthwith to replace any broken or cracked glass in the Premises and to clean both sides of all internal windows and window frames in the Premises at least once in every month

#### **4.7 Sharded Costs**

To pay a fair and reasonable proportion (in the case of dispute to be conclusively determined by the Landlord's Surveyor acting reasonably and in the interests of good estate management) of the expense of repairing and maintaining all party walls and structures and Service Media and other facilities or easements used or to be used in common with occupiers of the Property and any neighbouring or adjoining property.

#### **4.8 Yield Up**

At the expiration of the Term to yield up the Property with vacant possession decorated and repaired in accordance with and in the condition required by the terms of this Lease having first replaced any Landlord's fixtures and fittings which may be missing or damaged (fair wear and tear excluded) with others of a similar kind and quality and to give up all keys of the Property to the Landlord and to remove all lettering and signs erected by the Tenant and any Tenant's fixtures or fittings in upon or near the Property and forthwith to make good any damage caused by such removal.

#### **4.9 Access of Landlord and Notice to Repair**

Where the same cannot be otherwise undertaken to permit the Landlord and the Landlord's Surveyor at all reasonable times upon serving the Requisite Notice on the Tenant to enter upon and where necessary remain on the Property with all necessary tools and equipment:-

4.9.4 to view the state of repair and condition thereof to take inventories and to ascertain whether the covenants and conditions of this Lease have been observed and performed and to give to the Tenant (or leave upon the Property) a notice specifying any maintenance repairs cleaning and decoration that the Tenant has failed to execute the same AND if within one month of the service of such notice the Tenant has not commenced and is not proceeding diligently with the execution of the work referred to in the notice or fails to complete the work to the reasonable satisfaction of the Landlord within two months the Landlord may enter the Property to execute such work as may be necessary to comply with the notice and the cost of so doing and all reasonable and proper expenses incurred by the Landlord (including legal costs and surveyor's fees) shall be paid by the Tenant within twenty one days of a written demand and be recoverable as if the same were rent in arrear

4.9.5 To inspect maintain repair clean alter renew or develop any adjoining or neighbouring property

- 4.9.6 To carry out work or to do anything whatsoever comprised within the Landlord's obligations in this Lease
- 4.9.7 To inspect and measure the Property for all purposes related to or connected with this Lease including any pending or intended step under the Landlord and Tenant Act 1954, Part II
- 4.9.8 To carry out works for the proposed right of way shown in plan 2 attached to this Lease, the Landlord must obtain the tenants prior approval for the works, method of working and any other material matters relating to the preparation and execution of the works for the proposed right of way.

In each case the Landlord making good as soon as reasonably practicable and to the Tenant's reasonable satisfaction any damage thereby caused

#### **4.10 Alterations and Additions**

4.10.4 The Tenant is not to:-

- 4.10.4.1 erect or place any new or additional building or structure on the Property
- 4.10.4.2 make any alteration to the external appearance of the Property
- 4.10.4.3 make any alteration or addition to the Service Media in or serving the Property nor to connect any apparatus thereto which might endanger or overload the same
- 4.10.4.4 make any structural or non-structural alterations additions or improvements to the Property without the consent of the Landlord such consent not to be unreasonably withheld or delayed PROVIDED ALWAYS that the Landlord may require the Tenant to supply plans and specifications in duplicate and any licence authorising any such alterations or improvements may impose obligations on the Tenant to carry out the work and to restore the Property to their original condition upon the expiry of the Term. The Tenant must enter into any covenants the Landlord required as to the execution and re-instatement of the alterations.

#### **4.11 User**

- 4.11.1 The Property shall be used for the Permitted Use only (subject to obtaining the necessary licenses required) and not for the sale or consumption either on or off the Property of intoxicating Liquors and not without the pervious consent in writing of the Landlord for any purpose other than the Permitted Use

4.11.2 Where the Landlord gives consent for a change of use under this paragraph such change of use shall thereafter be deemed to be the Permitted User and the definition in Clause 1 shall be read and construed accordingly

#### **4.12 Regulations**

To observe and perform the regulations set out in the Third Schedule and any further reasonable conditions regulations rules and directions as the Landlord may from time to time notify to the tenant in writing to govern the mode of use or for the better management and administration of the Property.

#### **4.13 Insurance**

- 4.13.1 not to do or omit to do anything that could cause any insurance policy effected in accordance with this Lease to become wholly or partly void or voidable;
- 4.13.2 to comply with all requirements and recommendations of the insurers;
- 4.13.3 to keep the Property supplied with such fire fighting equipment as is necessary to comply with the Regulatory Reform (Fire Safety) Order 2005 and as the insurers require maintaining the equipment as required;
- 4.13.4 not to store on the Property or bring onto them any dangerous substances as defined by the Regulatory Reform (Fire Safety) Order 2005;
- 4.13.5 not to obstruct the access to any fire equipment or the means of escape from the Property or lock any fire door while the Property is occupied;
- 4.13.6 to immediately give notice to the Landlord of anything that might affect any insurance policy effected in accordance with this Lease, and of any destruction of or damage to the Property, whether or not caused by one or more of the Insured Risks;
- 4.13.7 to produce to the Landlord on demand every insurance policy effected in accordance with this Lease and the receipt for the then current year's premium and if so required must supply the Landlord with a copy of every such policy;
- 4.13.8 if:

- 4.13.8.1 the Property is damaged or destroyed by an Insured Risk or an Uninsured Risk;
- 4.13.8.2 the Property is wholly or partly unfit for occupation and use; and
- 4.13.8.3 the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property with the express or implied authority of any of them;

then payment of the Rent or a fair proportion of it according to the nature and extent of the damage, shall be suspended until the Property has been reinstated and made fit for occupation and use.

#### 4.14 Statutory Requirements

- 4.14.1 To the extent that compliance is not the obligation of the Landlord pursuant to the terms of this Lease and subject to clause 4.14.2 at the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Tenant's use of the Property that are required (whether by the lessor the lessee or the occupier) in order to comply with the requirements of any statute (already or in the future to be passed) or any government department local authority other public or competent authority or court of competent jurisdiction
- 4.14.2 Without prejudice to the generality of the foregoing to comply in all respects with the provisions of any statutes and any other obligations imposed by law or any byelaws applicable to the Property or in regard to the health safety and welfare of the persons using or employed in the Property and otherwise in regard to carrying on the trade or business for the time being carried on by the Tenant on the Property.
- 4.14.3 Not to do in or near the Property any act or thing by reason of which the Landlord may under any enactment incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

#### 4.15 Planning Acts

- 4.15.1 Not to do or omit to do anything on or in connection with the Property which would be a contravention of the Planning Acts or of any notice order licence consent permission or condition (if any) served made granted or imposed thereunder

- 4.15.2 Not without the prior consent of the Landlord (such consent not to be unreasonably withheld or delayed) to apply for or implement any planning permission or established use certificate or serve any notice under the Planning Acts relating to the Property and where consent is given to supply to the Landlord a copy of any such application or notice together with such plans and other documents which the Landlord may reasonably require and any planning permission or established use certificate granted to the Tenant
- 4.15.3 To pay and satisfy any reasonable and proper charge that may be imposed upon any breach by the Tenant or planning control or otherwise under the Planning Acts
- 4.15.4 Unless the Landlord otherwise in writing directs to carry out before the expiration of the Term any works stipulated to be carried out to the Property as a condition of any planning permission which may have been granted to the Tenant during the Term.

#### **4.16 Notices**

To give full particulars to the Landlord of any notice direction order or proposal for the same made given or issued to the Tenant by any local or public authority within seven days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order and at the written request of the Landlord but at the cost of the Tenant to make or join with the Landlord in making such objection or representation against or in respect of any proposals for a notice direction or order as the Landlord acting reasonably shall deem expedient.

#### **4.17 Alienation**

##### **4.17.1 Assignments**

- 4.17.1.1 The Tenant shall not assign the whole of this lease without the consent of the Landlord, such consent not to be unreasonably withheld.
- 4.17.1.2 The Tenant shall not assign part only of this lease.
- a. The Landlord and the Tenant agree that for the purposes of section 19(1A) of the Landlord and Tenant Act 1927 the Landlord may refuse its consent to an assignment if any of the following circumstances exist at the date of the Tenant's application for consent to assign this lease:

- b. the Annual Rent or any other money due under this lease is outstanding or there is a material breach of covenant by the Tenant that has not been remedied; or
  - c. in the Landlord's reasonable opinion the assignee is not of sufficient financial standing to enable it to comply with the Tenant's covenants and conditions contained in this lease; or
  - d. the assignee and the Tenant are group companies within the meaning of section 42 of the LTA 1954.
- 4.17.1.3 Nothing in this clause shall prevent the Landlord from giving consent subject to any other reasonable condition, nor from refusing consent to an assignment in any other circumstance where it is reasonable to do so.

#### **4.17.2 Under lettings**

- 4.17.2.1 The Tenant shall not underlet the Property nor part thereof except in accordance with this clause nor without the consent of the Landlord, such consent not to be unreasonably withheld.
- 4.17.2.2 The Tenant shall not underlet the Property or part thereof:
- a. together with any property or any right over property that is not included within this lease;
  - b. at a fine or premium or reverse premium; nor
  - c. allowing any rent free period to the undertenant that exceeds the period as is then usual in the open market in respect of such a letting.
- 4.17.2.3 The Tenant shall not underlet the Property or part thereof unless, before the under lease is granted, the Tenant has given the Landlord:
- a. a certified copy of the notice served on the under tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be created by the under lease; and
  - b. a certified copy of the declaration or statutory declaration made by the under tenant in accordance with the requirements of section 38A(3)(b) of the LTA 1954.
- 4.17.2.4 Any under letting by the Tenant shall be by deed and shall include:
- a. an agreement between the Tenant and the under tenant that the provisions of sections 24 to 28 of the LTA 1954 are excluded from applying to the tenancy created by the under lease;

- b. the reservation of a rent which is not less than the full open market rental value of the Property for the Permitted User at the date the Property is underlet and which is payable at the same times as the Annual Rent under this lease (but this shall not prevent an under lease providing for a rent-free period of a length permitted);
- c. provisions for the review of rent at the same dates and on the same basis as the review of rent in this lease, unless the term of the under lease does not extend beyond the next Review Date;
- d. a covenant by the under tenant, enforceable by and expressed to be enforceable by the Landlord (as superior landlord at the date of grant) and its successors in title in their own right, to observe and perform the tenant covenants in the under lease and any document that is supplemental or collateral to it and the tenant covenants in this lease, except the covenants to pay the rents reserved by this lease; and
- e. provisions requiring the consent of the Landlord to be obtained in respect of any matter for which the consent of the Landlord is required under this lease,

and shall otherwise be consistent with and include tenant covenants no less onerous (other than as to the Annual Rent) than those in this lease [and in a form approved by the Landlord, such approval not to be unreasonably withheld].

4.17.2.5 In relation to any under lease granted by the Tenant, the Tenant shall:

- a. not vary the terms of the under lease nor accept a surrender of the under lease without the consent of the Landlord, such consent not to be unreasonably withheld;
- b. enforce the tenant covenants in the under lease and not waive any of them nor allow any reduction in the rent payable under the under lease; and
- c. ensure that in relation to any rent review the revised rent is not agreed without the approval of the Landlord, such approval not to be unreasonably withheld.

#### **4.17.3 Charging**

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

4.17.3.2 The Tenant shall not charge part only of this lease.



#### **4.18 Reletting Boards and Sale of Reversion**

Upon receipt of the Requisite Notice to permit the Landlord to enter upon the Property and affix and retain upon any part of the Property

4.18.1 during the last six months of the Term (or sooner if the rents or any part thereof shall be in arrear and unpaid for upwards of one calendar month) a notice for re-letting or sale of the same provided such notice makes it clear that the business carried out by the Tenant at the Property is unaffected : and

4.18.2 at any time a notice for sale of the Landlord's reversionary interest and during such period to permit persons with written authority of the Landlord or its agent at reasonable times of the day to view the Property and upon such viewings being accompanied by the Landlord their Surveyors or agent

#### **4.19 Encroachments**

Not to permanently stop up darken or obstruct any windows lights or openings on or belonging to the Property and not knowingly to permit any encroachment upon the Property or the acquisition of any new right to light passage drainage or other easement on over or under the Property and to give notice to the Landlord upon becoming aware of the same of any threat of such encroachment or acquisition and at the Landlord's reasonable request and at the Landlords reasonable and proper expense to take proper action to prevent such encroachment or acquisition PROVIDED THAT if the Tenant shall not take such proper action the Landlord may enter the Property and take the same

#### **4.20 Defective Property**

Regularly to inspect the Property and as soon as reasonably practicable after becoming aware of the same to notify the Landlord of any defect in or damage to the Property:-

1. which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord pursuant to the Defective Property Act 1972 or otherwise; or
2. for which the Landlord may be primarily or wholly responsible under the terms of this Lease or any Act of Parliament; or
3. which might be caused by an Insured Risk and at all times to display and maintain all notices in respect of such defect or damage which the Landlord or its insurers may from time to time reasonably required to be displayed at the Property

#### **4.21 Landlord's Costs and Expenses**

Without prejudice to the generality of the above to pay to the Landlord on an indemnity basis all reasonable and proper costs fees charges disbursements and expenses (including without limitation those payable to '*Counsel*' *Solicitors* surveyors and bailiffs) properly and reasonably incurred by the Landlord:-

- 4.21.1 in connection with or incidental to every application made by the Tenant for a consent or licence required or made necessary by the provisions of this Lease whether the same be granted or refused or proffered subject to any qualification or condition or whether the application be withdrawn
- 4.21.2 in connection with or incidental to any proceedings relating to the Property under the Law of Property Act 1925, ss 146 or 147 or the preparation and service of any notice thereunder (whether or not a notice served under the said S146 is complied with by the Tenant and notwithstanding forfeiture is avoided otherwise than by relief granted by the Court)
- 4.21.3 in connection with or incidental to or in contemplation of the preparation and service of any schedule of dilapidations at any time during or after the Term
- 4.21.4 In connection with or procuring the remedying of any breach of covenant on the part of the Tenant contained in this Lease including recovery of arrears of rents

#### **4.22 Indemnities**

- 4.22.1 To indemnify and keep indemnified the Landlord against:
  - (a) all claims for damages losses expenses actions demands compensation and costs made against or suffered or incurred by the Landlord arising directly or indirectly out of any act omission or negligence of the Tenant or its servants or agents;
  - (b) any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject;
  - (c) any financial assistance obtained by or on behalf of the Tenant terms and conditions thereto including clawback provisions relating to funding sought or to be sought in respect of the Property
  - (d) the use state repair or condition of the Property or any works carried out at any time during the Term;
  - (e) any act activity neglect or default by the Tenant or by their respective servants or agents or by any persons on the Property
  - (f) any injury or loss to any person death or any damage

- (g) occasioned to property in or on the Property; or  
any notice served by the local authority or other statutory body

4.23.2 To effect an insurance policy with a company to be approved by the Landlord to cover public liability as a result of the user of the Tenant of the Property to the extent of not less than **SEVEN MILLION FIVE HUNDRED THOUSAND POUNDS** in respect of any one claim and to renew such policy premium during the currency of this demise and to produce such policy and the receipts for the premiums to the Landlord on demand

#### **4.23 Restrictive Covenants**

To perform and observe the covenants and conditions (if any) affecting the freehold estate in the Property and to indemnify and keep indemnified the Landlord against all actions claims demands liabilities (including reasonable and proper costs and expenses) arising directly or indirectly out of any breach thereof

### **5 THE LANDLORD'S COVENANTS**

The Landlord covenants with the Tenant:-

1. to the effect that such covenants are personal to the Landlord for the time being and upon any transfer of its reversionary interest in this Lease the Landlord will be released from such covenants; and
2. subject to the Tenant paying the rent reserved by this Lease on the days and in the manner appointed and observing and performing the covenants and provision herein and on the Tenant's part to be observed and performed

#### **5.1 Quiet Enjoyment**

To permit the Tenant peaceably and quietly to hold and enjoy the Property without any lawful interruption or disturbance from or by the Landlord or any person claiming under or in trust for it

#### **5.2 Insurance**

5.2.1 The Landlord to insure the Property:-

1. unless such insurance is vitiated by any act or omission of the Tenant or any sub-tenant or by anyone at the Property

expressly or by implication with the Tenant's authority and under his control; and

2. subject to availability of insurance cover and subject to such excesses exclusions or limitations as the Landlord's insurers may require in such insurance office or with such underwriters and through such agency as the Landlord may from time to time decide in such sum as the Landlord is from time to time advised by the Landlord's Surveyor as being the full cost of rebuilding or reinstatement together with provision for inflation to cover the period of rebuilding or reinstatement and Value Added Tax which would be payable on any reinstatement costs and including architects' surveyors' and other professional fees the cost of debris removal demolition site clearance and any works that may be required by statute and incidental expenses
3. The Tenant warrants that before the execution of this document he has disclosed to the Landlord in writing any conviction judgement of finding of any court or tribunal relating to the Tenant of which he is aware or any director or other officer or major shareholder of the tenant of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks

5.2.3 Such insurance shall be against:-

1. the Insured Risks;
2. liability of the Landlord to third parties arising out of or in connection with any matter involving or relating to the Property; and
3. the loss of rents payable under this Lease from time to time (having regard to any review of rent which may become due under this Lease) for three years or such longer period as the Landlord may from time to time reasonably consider to be sufficient for the purposes of obtaining all necessary consents and carrying out rebuilding or reinstatement

5.2.4 If the Property is destroyed or damaged by an Insured Risk (and the insurance policy is not vitiated by some act or omission of the Tenant or any subtenant or any person at the Property expressly or by implication with the Tenant's authority and under his control the Landlord must lay out all monies received in respect of such insurance as soon as possible (except sums in respect of loss of rent) in rebuilding or reinstating the Property so destroyed or damaged Provided That if such rebuilding or reinstatement is or

becomes impossible or impracticable any monies received shall belong to the Landlord absolutely

## **6 PROVISOS**

### **6.1 Re-entry**

Notwithstanding and without prejudice to any other remedies and powers herein contained or otherwise available to the Landlord if and whenever during the Term:-

- 6.1.1 the rents or any of them or any part thereof are unpaid for 21 days after becoming payable (formally demanded or not); or
- 6.1.2 any covenant or obligation on the Tenant's part or condition contained herein is not performed or observed
- 6.1.3 The Tenant being a Company:-
  1. goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation or a solvent company forthwith carried into effect); or
  2. is deemed unable to pay its debts as defined in the Insolvency Act 1986, S123; or
  3. has a receiver manager or administrative receiver or provisional liquidator or administrator appointed; or
  4. makes or suffers to be made a proposal for a voluntary arrangement under the Insolvency Act 1986, Part 1 or for a compromise or arrangement under the Companies Act 1985, S425 in relation to it; or
  5. presents or suffers to be presented a petition for an administration order in relation to it; or
  6. is removed from the Register of Companies
- 6.1.4 The Tenant being an individual or being more than one individual any one of them has a bankruptcy order made against him
  1. presents or has presented to the court a bankruptcy petition or is in circumstances a bankruptcy could be presented under the Insolvency Act 1986, Part IX; or
  2. makes or suffers to be made a proposal for a voluntary arrangement or an application for an interim order under the Insolvency Act 1986; or
  3. has a receiver appointed under the Mental Health Act 1983; or

- 6.1.5 The Tenant or if there is more than one tenant any of them shall:
1. enter into an arrangement or composition with or for the benefit of his or its or their creditors; or
  2. suffers any distress or execution to be levied on his its or their goods

then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon the Term shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any breach non-observance or non-performance of any of the Tenant's covenants or any conditions contained in this Lease

## **6.2 Suspension or Abatement of Rent**

6.2.1 if and whenever during the Term;

1. the Property or any part thereof are at any time during the Term destroyed or
2. so damaged by any of the Insured Risks as to be unfit for occupation or use; and

6.2.2 the insurance of the Property has not been vitiated by the act or omission of the Tenant or its subtenants or any person at the Premises expressly or by implication with the Tenant's authority and under his control the Rents and the Insurance Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained shall from the date of such damage or destruction be suspended and cease to be payable until the Premises or the damaged part have been reinstated and made fit for occupation and use by the Tenant and any dispute concerning this provision shall be determined by a single arbitrator in accordance with the provisions of the Arbitration Act 1996 appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors \*(or its successors) on the application of either party

## **6.3 Exclusion of Implied Rights**

Nothing herein contained operates expressly or impliedly to confer upon or grant to the Tenant any easement right privilege liberty or advantage other than those expressly granted by this Lease and the Tenant shall not during the Term acquire or become entitled to any new or additional rights or easements over any Neighbouring Property

#### **6.4 No Restriction on Neighbouring Property**

Nothing herein contained or implied imposes or is deemed to impose any restriction on the use of any neighbouring or adjoining property or gives the Tenant the benefit of or the right to enforce or to have enforced or to prevent the release or modification of any covenant agreement or condition entered into by any purchaser from or by any lessee or occupier of the Landlord in respect of any neighbouring or adjoining property foresaid or to prevent or restrict in any way the development of any neighbouring or adjoining property.

#### **6.5 Exclusion of Use Warranty**

Nothing in this Lease or in any consent granted by the Landlord under this Lease or in any statement or representation made by or in any statement or representation made by or on behalf of the Landlord implies or constitutes a warranty that the Property may be used for the purpose herein authorised (or any purpose subsequently authorised) under the Planning Acts

#### **6.6 Representations**

The Tenant acknowledges that this Lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except such statement or representation that is expressly set out in this Lease and any correspondence including the replies to Commercial Property Standard Enquiries passing between the Landlords Solicitors and Tenants Solicitors.

#### **6.7 Action by Distress**

If the Tenant makes default in making payment to the Landlord of any monies becoming payable by the Tenant to the Landlord pursuant to any of the Tenant's covenants contained in this Lease the amount owing may be recovered by the Landlord by action or distress as if the same formed part of the Rent payable hereunder or as liquidated damages

#### **6.8 Service of Notices**

The provisions of the Law of Property Act 1925, s196 as amended by the Recorded Delivery Service Act 1962 apply to all notices and documents to be served or given under or in connection with this Lease except that any notice given to the Landlord if a corporation shall be sent by registered post to the registered office of the time being of the Landlord.





**6.12 Land Transaction Tax Certificate**

The parties hereby certify that there is no agreement for lease to which the Lease gives effect

**THIS DEED** has today been executed by the parties

**EXECUTED AS A DEED BY  
affixing the Common Seal of  
RHONDDA CYNON TAFF  
COUNTY BOROUGH COUNCIL  
In the presence of:**

**AUTHORISED SIGNATORY**

**EXECUTED AS A DEED BY  
Llanharan Community Council  
Acting by two Approved Signatories**

**Approved Signature:** \_\_\_\_\_

**Approved Signatures Name:** \_\_\_\_\_

**Approved Signature:** \_\_\_\_\_

**Approved Signatures Name:** \_\_\_\_\_

**In the presence of the Proper Office:**

**Signature of the Proper Officer:**

**Name of Proper Officer:** \_\_\_\_\_

**THE FIRST SCHEDULE  
(Rights granted to Tenant)**

**Part 1**

The Tenant enjoys the following rights in common with the Landlord and all others having the like right:-

1. The right to the free passage and running (subject to temporary interruption for the repair alteration or replacement) of water soil gas electricity telephone and communications and other services and effluvia to and from the Property in and through the Services Media that now or at anytime during the Term serve the Property laid in or through any Neighbouring Property
2. The right of light air support protection shelter and all other easements and rights at the date for this Lease belonging to or enjoyed by the Property.
3. The right to display and maintain at all times in the internal parts of the Property a suitable sign of a size and kind first approved in writing by the Landlord (such approval not to be unreasonably withheld or delayed) showing the Tenant's trading name and nature of its business

**Part 2**

The Landlord enjoys the following right:

To enter the premises to carry out works in relation for the proposed right of way, the locations of which is included on Plan 2 attached to this lease or an alternative route to be agreed by both parties.

To enter the premises to carry out works installing Electrical Charging points and the ongoing maintenance, the locations of which is included on Plan 3 attached to this lease.

**THE SECOND SCHEDULE**  
**(Exceptions and Reservations)**

1. The right to enter upon the Property on giving Requisite Notice to the Tenant (Except as otherwise provided in this Lease) for all or any of the purposes mentioned in this Lease
2. The right to erect or execute or to consent hereafter to any person erecting or executing any new building or works upon or to later or rebuild any part of any Neighbouring Property and to use or deal with the same in such manner as the Landlord thinks fit notwithstanding that the access of light and air to the Property may thereby be obstructed or diminished
3. The free passage and running water, soil, gas, electricity , telephone and communications and other services and effluvia to and from any Neighbouring Property and through any Service Media that now may hereafter during the Term be in through or upon or under the Property
4. The right to create any easement or install and maintain any Service Media in over or under the Property for the benefit of any Neighbouring Property
5. The right of light, air, shelter, support, protection and all other easements now or hereafter during the Term belonging to or enjoyed by any Neighbouring Property
6. Mines and minerals in under or upon the Property or any part of the Property together with the right of working and carrying away the same
7. The right to enter with the Surveyor and any third party determining the Rent under any provisions for rent review contained in this Lease at any time to inspect the Property for all purposes connected with any pending or intended step under the 1954 Act.
8. The right of unlimited access through the Property to all the retained parts of the Building including the right to inspect maintain and repair the former furnaces at the rear of the Building and for retention of the furnaces at the Property .This is to include the right to use erect scaffolding and for the storage of equipment and materials .The Landlord will make good any damage to the Property upon completion of works .

## **THIRD SCHEDULE (Regulations)**

### **General Regulations**

#### **1. Nuisance**

Not to do or bring in or upon the Property anything which may be or become an actionable nuisance or cause a nuisance annoyance disturbance inconvenience injury or damage to the landlord or the owners or occupiers or any neighbouring or adjoining property

#### **2. Offensive and Prohibited Uses**

Not to use the Property for:-

2.1 a sale by auction

2.2 any dangerous noxious noisy or offensive trade or business

2.3 any illegal or immoral act or purpose

2.4 residential purposes

2.5 the sale of intoxicating liquor

2.6 a club or betting office

2.7 public or political or religious meetings or purposes

#### **3. Service Media**

To keep all Service Media and sanitary and water apparatus exclusively serving the Property or any other property protected from frost and free from obstruction and not to discharge into any of the Service media and apparatus any oil grease or other deleterious material or substance which may be or become a source of danger or injury to the Service Media and apparatus

#### **4. Noise and Vibration**

Not to install or use in or upon the Property any machinery or apparatus which causes noise or vibration or which can be heard or felt in any neighbouring or adjoining property or outside the Property as would constitute an actionable nuisance or which may cause structural damage

## **5. Substances**

Not to deposit treat keep or dispose of on the Property any waste pollutant contaminant or any substance or article of a toxic dangerous hazardous or noxious or offensive nature and to procure that at all times the Property are kept free of contamination from such substances or articles

## **6. Overloading**

Not to overload floors or the electrical installations or the Service Media or other services of or to the Property not suspend any excessive weight from the ceilings walls stanchions or the structure thereof

## **7. Security**

To keep the Property secure by locking all windows and doors therein outside normal working hours **AND** not to leave the Property unoccupied for more than one month without first notifying the Landlord and providing such security and caretaking arrangements as the Landlord and its insurers shall reasonably require

## **8. Refuse Disposal**

Not to permit any refuse rubbish or scrap to remain upon the Property other than in proper receptacles and to remove all which may have accumulated on the Property at least once in every week and not to bring or keep upon any exposed part of the Property anything which may be untidy unclean unsightly or in any way detrimental to the amenity of the neighbourhood.

## **9. Masts and Wires**

Not without the previous consent of the Landlord (such consent not be unreasonably withheld or delayed) to erect on the exterior of the Property any poles masts wires or other apparatus (whether in connection with wireless televisions or otherwise)

## **10. Other Regulations**

### **10.1 Control of Emissions**

Not to cause or permit any grit smoke steam or noxious or offensive effluvia or smell to be emitted through any apparatus on the Property without using the best possible means of preventing or counteracting such emission

## **10.2 Noise**

Not to play or use any loudspeakers television sets tape recorders or other equipment or apparatus in a manner so as to be audible outside the Property that would constitute an actionable nuisance

## **10.3 Articles outside Property**

Not to place any goods materials articles or things for display or sale or any other purpose outside the Property

## **10.4 Lights**

To limit the impact of any flashing lights in the Property that can be seen from outside of the Property by using blackout blinds/blackout curtains.

## **10.5 Display**

To keep such parts of the interior of the Property as are visible from outside attractively laid out and furnished

## **10.6 Signs and Advertisements**

Not to place or display on the exterior of the Property or on the windows or inside the Property so as to be visible from outside any name writing sign placard poster sticker or advertisement other than trade placards posters or advertisements necessary or usual for the Tenant's business.

**FOURTH SCHEDULE**  
**(Rent and Rent Review Provisions)**

In this Schedule:-

- 1.1 **“Review Date”** means the fifth year thereafter and the penultimate day of the Term
- 1.2 **“Review Period”** means the period starting with the last Review Date up to the end of the Term
2. The Rent shall be:-
  - 2.1 Until the first Review Date the sum of Thirteen Thousand Five Hundred Pounds (£13,500.00) per annum
  - 2.2 During each successive Review Period a rent equal to the rent previously payable hereunder or such revised rent as may be ascertained as herein provided, whichever be the greater
  - 2.3. Such revised rent for any Review Period may be agreed at any time between the Landlord and the Tenant or (in the absence of agreement) determined not earlier than the relevant Review Date by an independent valuer (acting as an expert and not as an arbitrator) such valuer to be a member or Fellow of the Royal Institute of Chartered Surveyors (or its successor) and nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of the Landlord made not earlier than six months before the relevant Review Date but not later than the end of the relevant Review Period and so that in the case of such a valuation the revised rent to be determined by the valuer shall be such as he shall decide is the best yearly rent at which the Property might reasonably be expected to be let at the relevant Review Date
- 3.1 On the following assumptions at that date:-
  - 3.1.1 that the Property:-
    1. is available to let on the open market without a fine or premium with vacant possession by a willing landlord to a willing tenant for a term equal to the term of years granted by this Lease
    2. is to be let as a whole subject to the terms of this Lease (other than the amount of the rent hereby reserved but including the provisions for review of that rent);
    3. is fit and available for immediate occupation and use;

4. may be used for any of the purposes permitted by this Lease as varied or extended by any licence granted pursuant thereto
- 3.1.2 that the covenants herein contained on the part of the Landlord and the Tenant have been fully performed and observed
- 3.1.3 that no work has been carried out to the Property which has diminished the rental value and that in case the Property has been destroyed or damaged it has been fully restored
- 3.1.4 that no reduction is to be made to take account of any rental concession which on a new letting with vacant possession might be granted to the incoming tenant for a period within which its fitting out works would take place
- 3.1.5 that the means of access to the Property will be that which exists on the Review Date.
- 3.2 But disregarding:-
  - 3.2.1 any effect on rent of the fact that the Tenant, its subtenants or their respective predecessors in title have been in occupation of the Property;
  - 3.2.2 any goodwill attached to the Property by reason of the carrying on thereof of the business of the Tenant, its subtenants or their predecessors in title in their respective businesses; and
  - 3.2.3 any increase in rental value of the Property attributable to the existence at the relevant Review Date of any improvement to the Property or any part thereof carried out with consent where required otherwise than in pursuance of an obligation to the Landlord or its predecessors in title except obligations requiring compliance with statutes or directions of Local authorities or other bodies exercising powers under statute or Royal Charter by the Tenant its subtenants or their respective predecessors in title during the Term or during any period of occupation prior thereto arising out of any agreement to grant the Term
4. It is hereby further provided in relation to the ascertainment and payment of revised rent as follows:-
  - 4.1 4.1.1 the fees and expenses of the valuer including the cost of his nomination shall be borne equally by the Landlord and the Tenant who shall otherwise bear their own costs and
  - 4.1.2 the valuer shall afford the Landlord and the Tenant an opportunity to make representations to him; and



- 4.1.3 if the valuer nominated pursuant to paragraph 3 hereof shall die, delay or become unwilling unfit or incapable of acting or if for any other reason the President for the time being of the Royal Institution of Chartered Surveyors or the person acting on his behalf shall in his absolute discretion think fit he may on the application of either the Landlord or the Tenant by writing discharge the valuer and appoint another in his place
- 4.2 When the amount of any rent to be ascertained as hereinbefore provided shall have been so ascertained memoranda thereof shall thereupon be signed by or on behalf of the Landlord and the Tenant and annexed to this Lease and the counterpart thereof and the Landlord and the Tenant shall bear their own costs in respect thereof
- 4.3. If the revised rent payable on and from any Review Date has not been agreed by that Review Date rent shall continue to be payable on account of the revised rent at the rate previously payable and forthwith upon the revised rent being ascertained the Tenant shall pay to the Landlord and shortfall between the rent and the revised rent payable up to and on the preceding quarter day together with interest at four per cent (4%) on any shortfall such interest to be calculated on a day to day basis from the relevant Review Date on which it would have been payable if the revised rent had then been ascertained to the date of actual payment of any shortfall and the interest so payable shall be recoverable in the same manner as Rent in arrear **AND** For the purposes of this proviso the revised rent shall be deemed to have been ascertained on the date when the same has been agreed between the Landlord and the Tenant or as the case may be the date of the determination by the valuer
- 4.4 If either the Landlord or the Tenant shall fail to pay the fees and expenses of the valuer under the provisions hereof within 21 days of the same being demanded by the valuer the other shall be entitled to pay the same and the amount so paid shall be repaid by the party chargeable on demand together with Interest

## Bryncae Community Centre - SCHEDULE OF CONDITION - 24.01.2023

**Date of Inspection:** 24.01.2023

**Address:**

Bryncae Community Centre,  
Powell Drive,  
Llanharan,  
CF72 9UU

**General Description:**

*External:*

The Community Centre is a standalone premise with its own concrete car park adjacent to the Centre. The Community Centre has its own access.

Access to the community centre is at the front of the building. There is path access leading to the front of the building from the car park. There is also access from the opposite side of the building. All pathways are paved and accessible. The pathway is also suitable for wheelchair access.

External fire doors and windows and access / exit doors are secured with locks.

Before entering the main reception on the left-hand side is a locked door. This leads the plant room. This room is secured and opened with a key.

Upon entry into the building, there is a reception/office to the left, Disabled toilet and a door leading to the kitchen. Access through these doors is key access. You can access these rooms without a key fob access. Rooms are fitted with radiators, ventilation and key lock windows and door.

*Utilities:*

The property has electricity & mains water meters and is fitted with heating throughout the building.

*Fixtures & Fittings:*

The property is let with all lighting, electrical sockets, kitchen units & sinks, wc's, fitted wall and cupboard shelving and fitted doors as detailed in the following schedule.

Location	Description	Fixtures / fittings	Items of note
Photo's 1 – 7 Access and front entrance	-Brick building. -Concrete path to entrance of the building and perimeter of building. - Grassed area surrounding the entrance. - Entrance Door - Approach Lights	-Concrete path. - Grassed surrounding area. - Metal rails. - Path wide enough for wheelchair access. - Asphalt at the entrance door drain needs repair - Approach lights have been removed due to	Fair Condition.

**Bryncae Community Centre - SCHEDULE OF CONDITION - 24.01.2023**

		disrepair. Need of replacement	
Photo's 8 – 12 Plant room.	<ul style="list-style-type: none"> <li>-Brick building.</li> <li>-Brick walls.</li> <li>-Lockable door. Lock requires replacement.</li> <li>-Boiler room.</li> </ul>		Good condition.
Photo's 13 – 16 Main entrance/Reception area.	<ul style="list-style-type: none"> <li>-Lockable door for entrance.</li> <li>-Fitted vinyl flooring.</li> <li>- Painted finish to walls, Skirting and doors.</li> <li>-Ceiling tiles with fitted lighting.</li> </ul>	<ul style="list-style-type: none"> <li>- Fitted wall sockets.</li> <li>- Fire alarm.</li> <li>- Fitted fire exit sign.</li> <li>- Fitted Light switches.</li> <li>-Fitted radiators.</li> <li>- Area fitted alarms, sensors, light switches, IT sockets.</li> <li>- Ventilation.</li> <li>-Fire extinguisher.</li> <li>- notice board posters.</li> <li>-Fitted CCTV camera.</li> </ul>	Good condition.
Photo's 17 – 19 Disabled toilet.	<ul style="list-style-type: none"> <li>- Ceiling tiles with fixed lighting.</li> <li>- Toilet.</li> <li>- Painted finish to all wood room furniture (skirting, door frames,)</li> <li>- Washing and drying facilities.</li> <li>- Fitted vinyl flooring.</li> <li>- Disabled toilet facility suitable for necessary needs.</li> </ul>	<ul style="list-style-type: none"> <li>-Wash basin facility.</li> <li>-Fitted drying facility.</li> <li>-Area is fitted with alarms, sensors.</li> <li>-Fitted lights.</li> <li>-Fitted mirror.</li> <li>-Ventilation.</li> </ul>	Good condition.
Photo's 20 – 26 Reception/office.	<ul style="list-style-type: none"> <li>-Fitted laminate flooring.</li> <li>-Fitted carpet flooring.</li> <li>-Ceiling tiles with lighting fittings</li> <li>-Painted finish to walls.</li> <li>-Painted finish to all wood room furniture (skirting, door frames,)</li> <li>-Double glazed windows.</li> </ul>	<ul style="list-style-type: none"> <li>-Area is fitted with alarms, sensors, light switches, IT socket,</li> <li>- Fitted ceiling lights</li> <li>-Ventilation.</li> <li>-Fitted blinds.</li> <li>-Storage facilities.</li> <li>-Desks.</li> <li>-CCTV control panel.</li> </ul>	Good condition.
Photo's 27 – 32 Kitchen.	<ul style="list-style-type: none"> <li>-Fitted laminate flooring</li> <li>-Ceiling tiles with lighting fittings</li> <li>-Painted wall finish.</li> <li>-Painted finish to all wood room furniture (skirting, door frames,)</li> <li>- Sink/wash area with cupboard space below.</li> <li>-Washing drying facilities.</li> <li>-Storage units.</li> <li>-Cooking facilities.</li> </ul>	<ul style="list-style-type: none"> <li>- Fitted wall sockets.</li> <li>- Fire alarm.</li> <li>-Fire extinguisher.</li> <li>- Fitted Light switches.</li> <li>- Area fitted with alarms, sensors, light switches, IT sockets.</li> <li>- Ventilation.</li> <li>-Shelving/storage units.</li> <li>-Fitted roller shutters.</li> <li>-Fitted sink.</li> </ul>	Good condition.

**Bryncae Community Centre - SCHEDULE OF CONDITION - 24.01.2023**

	-Fridge/Freezer.	-Fitted wash basin. -Fitted drying facility.	
Photo's 33 – 36 Main Hall.	-Fitted vinyl flooring (Damaged in places) -Painted finish to walls/ceilings. -Painted finish to all wood room furniture (skirting, door frames,) -Fire exits.	-Area is fitted with alarms, sensors, light switches, IT socket, - Fitted ceiling lights -Ventilation. -Fitted ceiling lights. -Fitted fire safety equipment. Fire Doors are damaged. Window frames coming away and intumescent strips missing. One door the door edge has come away and the laminare is coming off the door. -Roller shutter.	Fair Condition. Change to fair. There is damage to the floor and there is an exposed wall panel above the roller shutters dividing the hall.  The stage curtain is damaged.  The floor is damaged near the storeroom requiring repair.
Photo's 37 – 40 Storage Room.	-Fitted vinyl flooring. - Painted finish to walls, Skirting and doors. -Ceiling tiles. -Storage units.	- Fitted wall sockets. - Fitted fire exit sign. -Area is fitted with alarms, sensors, light switches, IT socket, -Shelving/storage units.	Good Condition.
Photo's 41 – 48 Main Hall.	-Fitted vinyl flooring. -Painted finish to walls/ceilings. -Painted finish to all wood room furniture (skirting, door frames,) -Fire exits. -Double glazed windows.	-Area is fitted with alarms, sensors, light switches, IT socket, - Fitted ceiling lights. -Fitted fire safety equipment. -Ventilation. -Fitted ceiling lights. -Fitted stage. -Fitted Curtain.	Good Condition.
Photo's 49 – 51. Storage room.	-Fitted vinyl flooring. - Painted finish to walls, Skirting and doors. -Ceiling tiles. -Storage units.	- Fitted wall sockets. - Fitted fire exit sign. -Area is fitted with alarms, sensors, light switches, IT socket, -Shelving/storage units. -Fitted lights.	Good Condition.
Photo's 52 – 54. Storage room/Stage.	-Fitted vinyl flooring. - Painted finish to walls, Skirting and doors. -Ceiling tiles. -Storage units.	- Fitted wall sockets. - Fitted fire exit sign. -Area is fitted with alarms, sensors, light switches, IT socket, -Shelving/storage units. -Fitted lights.	Good Condition.

**Bryncae Community Centre - SCHEDULE OF CONDITION - 24.01.2023**

		-Fitted curtain.	
Photo's 55 – 56 Hallway.	-Fitted vinyl flooring. -Painted finish to all wood room furniture (skirting, door frames,) -Ceiling tiles. -Fire Exit. -Fire safety.	- Fitted wall sockets. - Fitted fire exit sign. -Area is fitted with alarms, sensors, light switches, IT socket, -Fitted lights. -Fitted fire safety equipment/signs. - Fire Doors are damaged	Good Condition.
Photo's 57 – 60. Toilet.	- Ceiling tiles with fixed lighting. - Toilet. - Painted finish to all wood room furniture (skirting, door frames,) - Washing and drying facilities. - Fitted vinyl flooring.	-Wash basin facility. -Fitted drying facility. -Area is fitted with alarms, sensors. -Fitted lights. -Fitted mirror. -Ventilation.	Good Condition.
Photo's 61 – 65. Male toilets.	- Ceiling tiles with fixed lighting. - Toilet. -Urinals. - Painted finish to all wood room furniture (skirting, door frames,) - Washing and drying facilities. - Fitted vinyl flooring.	-2 fitted Wash basin facility. -2 fitted urinals. -Fitted drying facility. -Area is fitted with alarms, sensors. -Fitted lights. -Fitted 2 mirrors. -Ventilation.	Good Condition.
Photo's 66 – 71 Female toilets.	- Ceiling tiles with fixed lighting. - Toilets. - Painted finish to all wood room furniture (skirting, door frames,) - Washing and drying facilities. - Fitted vinyl flooring.	-3 fitted Wash basin facility. Coming away from the wall. Require repair. -3 toilet cubicles. -Fitted drying facility. -Area is fitted with alarms, sensors. -Fitted lights. -Fitted 3 mirrors. -Ventilation.	Fair Condition.
Photo's 72 – 75 Baby changing/toilet.	- Ceiling tiles with fixed lighting. - Washing and drying facilities. - Fitted vinyl flooring. - Painted finish to walls skirting, doors. -Children toilet facilities. -Nappy changing facilities.	-Wash basin facility. -Fitted drying facility. -Area is fitted with alarms, sensors. -Toilet. -Fitted lights. -Ventilation. -Fitted baby changing facility. -Ventilation.	Good Condition.
Photo's 76 – 78 Storage room.	-Fitted vinyl flooring.	- Fitted wall sockets.	Good Condition.

**Bryncae Community Centre - SCHEDULE OF CONDITION - 24.01.2023**

	<ul style="list-style-type: none"> <li>- Painted finish to walls, Skirting and doors.</li> <li>-Ceiling tiles.</li> <li>-Storage units.</li> <li>-Washing facility.</li> </ul>	<ul style="list-style-type: none"> <li>-Area is fitted with alarms, sensors, light switches, IT socket,</li> <li>-Shelving/storage units.</li> <li>-Fitted lights.</li> <li>-Fitted washing facility.</li> </ul>	
Photo's 79 – 81 Hallway.	<ul style="list-style-type: none"> <li>-Fitted vinyl flooring.</li> <li>-Painted finish to all wood room furniture (skirting, door frames,)</li> <li>-Ceiling tiles.</li> <li>-Notice boards.</li> <li>-Fire Exit.</li> <li>-Fire safety.</li> </ul>	<ul style="list-style-type: none"> <li>- Fitted wall sockets.</li> <li>- Fire alarm.</li> <li>- Fitted fire exit sign.</li> <li>- Fitted Light switches.</li> <li>- Area fitted alarms, sensors, light switches, IT sockets.</li> <li>- Ventilation.</li> <li>-Fire extinguisher.</li> <li>-Notice board.</li> <li>-Fitted CCTV camera.</li> </ul>	Good Condition.

I agree that the above Schedule of condition is a true record of the condition of Bryncae Community Centre at the commencement of Lease by.....

**Landlord**

Signed: ..... Printed: .....  
 Designation: .....  
 Dated: .....

**Tenant**

Signed: ..... Printed: .....  
 Designation: .....  
 Dated: .....

## Appendix 13

### To consider consenting to a grant application to RCT's CAT fund for work required to Bryncae Community Centre.

#### Proposal:

To authorise the application for a grant of £12,954 from RCT's Shared Prosperity Fund Community Grant Fund in relation to the CAT of The Bryncae Community Centre. And to authorise the Clerk and Chair to sign the application.

#### Project Details

##### Project Name:

Capital costs (Lighting) RE CAT of Bryncae Community Centre

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##### Does your project require Revenue Funding, Capital Funding or Both Revenue and Capital Funding?

Capital Funding

---

##### Assessment Criteria 1. Evidence of Community Need:

###### Describe how you know your project is needed in your community. (max 500 words)

As per the successful CAT Application.

---

##### Assessment Criteria 2. Activities and Timescales:

###### Provide details of activities that will take place and planned delivery dates (max 500 words)

As per the successful CAT Application the Community Council has committed to delivering the capital improvements identified in RCT's condition report from early 2021

We wish to apply for £12,954 which will help deliverer the following:

Replacement of all lighting with LED lights. (Internal and external),= 62 lights inc fixtures, fitting and lighting columns.

Includes replacement of damaged external lighting columns.

Est cost £30,000. (Quotes being obtained) The Community Council will match fund any grant and bear any extra cost over and above any funds granted.

All work to be completed by mid Feb 2025

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##### Assessment Criteria 3. Partnership Working:

###### Provide details of partnership working that has taken place to date and/or partnership working that will take place in relation to your project (max 500 words)

As per the successful CAT Application.

**Tell us what evidence you will collect to show the low or zero carbon energy infrastructure numbers:**

Whilst we do not have data. There will be a significant reduction in energy costs over the life of the centre.

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**Amount of green or blue space created or improved (m2)**

I have not selected this output

---

**Number of facilities supported/created (numerical value)**

I have not selected this output

---

**Which objectives of the Rhondda Cynon Taf Corporate Plan will your project will address**

**PEOPLE AND COMMUNITIES** - Supporting and empowering RCT residents and communities to live safe, healthy and fulfilling lives.

**NATURE AND THE ENVIRONMENT** - A green and clean RCT that improves and protects RCT's environment and nature.

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**The Council has an ambitious target of being Carbon Neutral by 2030. Describe how your project positively contributes to the UK Government and RCTCBC commitments: (max 200 words)**

A significant reduction in energy costs which will be sustained over the life of the centre.

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**Please provide details of how you will ensure that your project will promote equal opportunities, with specific reference to accessibility, and how you will promote the Welsh Language within your project: (max 200 words)**

NA

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**Does your organisation have a proven track record of successfully delivering grant funded projects ? Please give details of previous experience: (max 500 words)**

As per the successful CAT application.

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**If applicable, have you obtained the necessary permission or consent for your project? (E.g. Landlords Consent)**

Yes

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**If yes, please provide details: (max 300 words)**

RCTCBC Corporate estates.

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**Financial Details**

**Total Cost 2024/2025:**

30000

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**Description of costs 2024/2025:**

As per the condition report provided by RCTCBC from 2021 (£25,000) plus 20% applied for increase in costs since then = £30,000

Actual costs to be confirmed via quotations to be received shortly.

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**Grant Request 2024/2025:**

12954

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**Total Cost 2024/2025:**

30000

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**Description of costs 2024/2025:**

As per previous page.

Replacement of all lighting (External and internal) with LED lights as required by the Condition report from RCTCBC in 2021. Added 20% to cover increases since then. Est £30,000 total costs. To be confirmed by quotes. (pending). Community Council to match fund and cover any costs over and above the granted amount.

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**Grant Request 2024/2025:**

12954

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**Additional Funding Sources**

**Subsidy Control**

**You will need to confirm whether you meet the definition of an enterprise. Please confirm which one of the following definitions is relevant to you:**

None of the Above

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**Authorisation**

**Applicant Electronic Signature**

Leigh Smith

## Appendix 14

### Members reports

The section is to receive reports from members on any activities, events, correspondence or issues that they have been involved in and wish to bring to the attention of the council.

Only these elements of their report will be minuted.

Members reports may be summarised for the purposes of the minutes. The minutes will be written in order to comply with the council's duties under GDPR.

Members should avoid making political statements or giving opinions on matters of business. (Which shall not be minuted).

Ordinarily no debate will take place on the content of a members report (at the discretion of the Chair).

No motions should be proposed during members reports unless they are motions that can be proposed without written notice as set out in Standing order 22.

The Chair may elect to conclude members reports in its entirety before dealing with any motion (if seconded) moved in accordance with standing orders.

## Appendix 15

### **To consider accepting nominations and to elect a member to the CIL Committee to fill a vacancy**

The CIL Committee has a nominal membership of 8 members.

Current membership is: Cllrs Janine Turner, David Evans, Rhys Jenkins, Chris Parker, Helen Donnan, Mark Steer, Neil Feist (7)

1 vacancy exists caused by the resignation of a former member of the Council.

When the matter was considered previously, council elected to leave one position vacant to potentially accommodate one of the new members of the council following co-option and/or election.

Nominations are invited to fill the post (A member can nominate themselves and the post is open to all members).

## **Appendix 16**

### **To consider accepting nominations and to elect a member to 'The Hamlet/Ward Gateway Working Group' to fill a vacancy**

The Hamlet/Ward Working Group has a nominal membership of 3 members.

Current membership is: Cllrs Neil Feist and Will Thomas (2)

1 vacancy exists caused by the resignation of a former member of the council.

When the matter was considered previously, council elected to leave one position vacant to potentially accommodate one of the new members of the council following co-option and/or election.

Nominations are invited to fill the post (A member can nominate themselves and the post is open to all members).

## Appendix 17

**To consider whether to formally comment on the RCTCBC statutory consultation regarding a proposal to establish a new Welsh medium primary school for 3 to 11 year olds as part of the Llanilid housing development and the proposed change of language for Dolau Primary School from dual language to English medium**

The consultation can be found here:

<https://www.rctcbc.gov.uk/EN/GetInvolved/Consultations/CurrentConsultations/ProposaltoEstablishaNewWelshMediumPrimarySchool.aspx>

Or search for “RCTCBC Consultation Llanilid school”

Members are invited to submit motions to formally comment on the proposals.



To: Llanharan Community Council  
Community Councillor

Date: 19th September 2024  
Our Ref: 19/1299/RES  
Please ask for: Jim Bailey  
Telephone: 01443 2881132  
Email: david.j.bailey@rctcbc.gov.uk

Dear Councillor,

**TOWN AND COUNTRY PLANNING ACT 1990**

**Fy Nghyf/My Ref:**  
**Datblygiad Arfaethedig / Proposal:**

19/1299/RES

Development of the Parc Llanilid mixed use area comprising A1, A2, A3 and D1 uses, a neighbourhood equipped area of play, 25no. dwellings and 53no. flats (each to be occupied as affordable units), and associated infrastructure (amended plans and description received 09/09/24).

**Lleoliad / Location**

Land At Former Open Cast Coal Site And Land To The North Of The A473, Llanilid, ,

**CONSULTATION - COMMENTS TO BE RECEIVED BY: 10.10.2024**

**CLERK'S NOTE: EXTENTION FOR COMMENTS OBTAINED**

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

*Jim Bailey*

Development Control Manager

## Appendix 19

### **To consider whether to formally comment on pending pre-planning consultations or planning applications.**

Members are reminded that objections should only be submitted when objecting on material grounds. No other objections will be taken into account by RCT officers.

Material considerations can include (but are not limited to):

- Overlooking/loss of privacy
- Loss of light or overshadowing
- Parking
- Highway safety
- Traffic
- Noise
- Effect on listed building and conservation area
- Layout and density of building
- Design, appearance and materials
- Government policy
- Disabled persons' access
- Proposals in the Development Plan
- Previous planning decisions (including appeal decisions)
- Nature conservation

However, issues such as loss of view, or negative effect on the value of properties are not material considerations.

There is no set list defining material considerations, your Local Planning Authority will decide what is deemed to be 'material'.

Planning matters are sent to members as they are received. Where the deadline for the submission of comments falls after the next council meeting and a member wishes to bring a motion for the council to formally comment on an application, they should inform the Clerk and the Clerk will apply for an extension to the deadline for submission of comments.



To: Llanharan Community Council  
Community Councillor

Date: 4th October 2024  
Our Ref: 24/0986/TPO  
Please ask for: Huw Boaler  
Telephone: 01443 281130  
Email: huw.boaler@rctcbc.gov.uk

Dear Councillor,

**TOWN AND COUNTRY PLANNING ACT 1990**

**This application is in or affecting the Ref: CEB4/2F-CON~ Name: Llanharan.**

<b>Fy Nghyf/My Ref:</b>	24/0986/TPO
<b>Datblygiad Arfaethedig / Proposal:</b>	Pollarding to Sycamore Tree.
<b>Lleoliad / Location</b>	Rivendell, Danygraig Road, Llanharan, Rhondda Cynon Taf CF72 9NX

***CONSULTATION - COMMENTS TO BE RECEIVED BY: 25.10.2024..***

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

*Huw Boaler*

Planning Officer





To: Llanharan Community Council  
Community Councillor

Date: 3rd October 2024  
Our Ref: 24/0971/FUL  
Please ask for: Amy Marshall  
Telephone: 01443 281130  
Email: Amy.Marshall@rctcbc.gov.uk

Dear Councillor,

**TOWN AND COUNTRY PLANNING ACT 1990**

**Fy Nghyf/My Ref:**  
**Datblygiad Arfaethedig / Proposal:**

24/0971/FUL

Construct detached purpose built GRP  
outbuilding to house sprinkler system  
water tank and pump gear.

**Lleoliad / Location**

Church View Close, Brynna, Rhondda  
Cynon Taf, CF72 9SX

***CONSULTATION - COMMENTS TO BE RECEIVED BY: 24.10.2024..***

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

*Amy Marshall*

Planning Officer



To: Llanharan Community Council  
Community Councillor

Date: 3rd October 2024  
Our Ref: 24/0915/ADV  
Please ask for: Huw Boaler  
Telephone: 01443 281130  
Email: huw.boaler@rctcbc.gov.uk

Dear Councillor,

**THE TOWN AND COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS)  
REGULATIONS 1992**

**Fy Nghyf/My Ref:  
Datblygiad Arfaethedig / Proposal:**

24/0915/ADV  
Fascia a. Size: 9,250mm x 750mm x  
55mm with logo pod & led illuminated  
trough lighting & window vinyls. Digitally  
printed window graphic applied to glazing a  
& manifestation window.  
Poster cases lockable poster cases,  
anodised silver.

**Lleoliad / Location**

Bryncae Stores,, Bridgend Road, CF72  
9RP,

***CONSULTATION - COMMENTS TO BE RECEIVED BY: 24.10.2024..***

I have received this application for consent to display an advertisement under the above regulations. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

*Huw Boaler*

Planning Officer





To: Llanharan Community Council  
Community Councillor

Date: 26th September 2024  
Our Ref: 24/0927/TPO  
Please ask for: Huw Boaler  
Telephone: 01443 281130  
Email: huw.boaler@rctcbc.gov.uk

Dear Councillor,

**TOWN AND COUNTRY PLANNING ACT 1990**

This application is in or affecting the Ref: CEB4/2F-CON~ Name: Llanharan.

<b>Fy Nghyf/My Ref:</b>	24/0927/TPO
<b>Datblygiad Arfaethedig / Proposal:</b>	Fell 3 x Ash Trees & 1no sweet Chestnut tree.
<b>Lleoliad / Location</b>	Grove Cottage, Mill Lane, Llanharan, Rhondda Cynon Taf CF72 9PB

***CONSULTATION - COMMENTS TO BE RECEIVED BY: 17.10.2024..***

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

*Huw Boaler*

Planning Officer



To: Llanharan Community Council  
Community Councillor

Date: 17th October 2024  
Our Ref: 24/1025/RVOC  
Please ask for: Matthew Farley  
Telephone: 01443 281130  
Email: Matthew.Farley@rctcbc.gov.uk

Dear Councillor,

**TOWN AND COUNTRY PLANNING ACT 1990**

**Fy Nghyf/My Ref:**  
**Datblygiad Arfaethedig / Proposal:**

24/1025/RVOC  
Vary conditions 3, 6, 7, 8, 9 and 17 of planning permission ref. 22/1252/10 - in accordance with changes at associated development site within Bridgend CBC and required amendments to previously approved Noise Impact Assessment and Noise Management Plan for External Firearms.

**Lleoliad / Location**

Street Record, Felindre Road, Llanharan,  
Rhondda Cynon Taf

***CONSULTATION - COMMENTS TO BE RECEIVED BY: 07.11.2024..***

I have received this application for permission to develop under the above act. I should be grateful if your Council would return any observations you may have concerning the application to me by the above date.

Please bear in mind that any observations received may be disclosed to the applicant or otherwise made public in the normal course of the Council's business.

Yours faithfully

*Matthew Farley*

Planning Team Leader

