

Councillors are hereby summoned, and members of the public and press are invited, to attend a meeting of the **Full Council** to be held on **Monday 23 March 2026**, starting at 18.45, in the Council Chamber, Town Hall, Market Square, Crewkerne for the purpose of transacting the business outlined on the agenda below.

**Notes:**

- The recording of the meeting will be uploaded for members of the public who wish to view it via the following link: <https://www.youtube.com/channel/UCTA9K-7L4Onjcli2Gtz7tCg>.
- Members of the public requiring assistance or reasonable adjustments to aid their attendance at council meetings are asked to contact the Council Offices in advance using the above contact details. Documents are available in large print by request.
- Recording of meetings is permitted under the Openness of Local Government Bodies Regulations 2014; please refer to the Council's Policy on Audio/Visual Recording & Photography at Meetings ([Recording-Meetings-policy-Feb-2022.pdf \(crewkerne-tc.gov.uk\)](#)).
- Public participation is welcome during the allocated Public Open Forum session, please refer to Section 3 of the Council's Standing Orders ([Standing-Orders-May-2024.pdf \(crewkerne-tc.gov.uk\)](#)).

Gemma Hughes, Town Clerk (signed on original)  
17 March 2026

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# Agenda

- 133/2526**      **To receive and approve apologies for absence.**  
a. To record members present:  
Schedule 12 of the Local Government Act 1972 requires:
- a record be kept of the members in attendance.
  - this record forms part of the minutes of the meeting.
  - Members who are unable attend a meeting should tender apologies in advance to the Town Clerk and the grounds for apologies tendered will also be recorded.
- b. To approve any apologies for absence:  
Section 85(1) of the Local Government Act 1972 requires:
- Members present to decide if the reason(s) for a member's absence are acceptable.
- 134/2526**      **To receive declarations of pecuniary or personal interests in items on the agenda and any dispensations.**  
The Localism Act 2011 and the Council's Code of Conduct requires:
- Members to declare any interests not currently recorded in the Member's Register of Interests or not notified to the Monitoring Officer of it.
  - Requests for Dispensations should be made in writing to the Clerk in advance of the meeting.
- 135/2526**      **To approve the minutes of the Town Council meeting held on 23 February 2026.**
- 136/2526**      **Public Open Forum:** Questions may be put to the Council in person during this public participation session of up to 15 minutes and a maximum of 3 minutes per person. Issues notified to the Clerk a minimum of 3 working days before the meeting (i.e., by 5pm on the preceding Wednesday) will receive a response during this session. Issues raised in this session without prior notice may be referred to the Clerk to respond to within 10 working days or listed on a

subsequent agenda. The Mayor reserves the right to vary or extend these time limits.

- 137/2526 To receive reports from:**
- a) Somerset Council.
  - b) Crewkerne & Ilminster Local Community Network.
  - c) Crewkerne Neighbourhood Policing Team.
- 138/2526 Clerk's progress report:** to receive a verbal update report (for information only).
- 139/2526 Finance & Procedure:**
- a) To approve the accounts for payment for February 2026 as listed.
  - b) To report the bank reconciliation for February 2026 has been completed.
  - c) To note the monthly accounts for the War Memorial Commemoration Trust have been checked.
- 140/2526 To consider new Planning Applications.**  
Please note that the Town Council is a Statutory Consultee for Planning Applications and as such does not make decisions on any application. Any recommendations and comments this Committee make will be fed into the planning process. Somerset Council is the Planning Authority and will issue the decision notices on all applications.
- 141/2526 To receive planning and appeal decision notices from Somerset Council**
- 142/2526 To approve quotations for a replacement flat roof section on Victoria Hall**
- 143/2526 To review quotations for replacement windows at the George Reynolds Centre**
- 144/2526 To consider quotations for a cleaner for the George Reynolds Centre**
- 145/2526 To determine a request to use the George Reynolds Centre for a Plants and Gardens Festival**
- 146/2526 To approve updated Terms and Conditions for Victoria Hall and the George Reynolds Centre**
- 147/2526 To adopt the updated Terms of Reference for the Staffing Sub-Committee**
- 148/2526 To review and approve the updated asset register**
- 149/2526 To identify Councillor support for upcoming surgeries**
- 150/2526 To receive the following minutes:**
- a) Reports from Town Council representatives to outside bodies
  - b) Bincombe Beeches Working Group: 15<sup>th</sup> October 2025
  - c) Staffing Sub-Committee: 29 January 2026
- 151/2526 To receive Matters of Report** (verbal reports for information only).
- 152/2526 Next meeting:** Monday 27 April 2026, 18.45, Council Chamber, Town Hall.

*In accordance with the Public Bodies (Admission to Meetings) Act 1960 s 1(2), to resolve that the press and member of the public be excluded from following items having regard to the confidential issues to be discussed.*

**Confidential Session:** Exclusion of the Press & Public – Contractual, staffing and commercially sensitive information.

**CREWKERNE TOWN COUNCIL**  
**Full Council Meeting**  
**Monday 23<sup>rd</sup> March 2026**

**New Applications – Somerset Council**

- 26/00435/REM      **Unit 3 Holly Tree Farm Longstrings Lane Crewkerne Somerset TA18 7EA**  
Reserved Matters Application for the approval of Appearance, Landscaping, Layout and Scale for the erection of 1 self-build dwelling (Unit 3, Phase One) following outline approval 24/00735/OUT; Erection of 2 No. dwellings with access and landscaping, allowed on Appeal with modifications
- 26/00436/REM      **Unit 4 Holly Tree Farm Longstrings Lane Crewkerne Somerset TA18 7EA**  
Reserved Matters Application for the approval of Appearance, Landscaping, Layout and Scale for the erection of 1 self-build dwelling (Unit 4, Phase Two) following outline approval 24/00735/OUT; Erection of 2 No. dwellings with access and landscaping, allowed on Appeal with modifications
- 26/00369/TCA      **33 Lyme Road Crewkerne Somerset TA18 8HE**  
Notification of intent to Fell No. 1 Tree within a Conservation Area. T1 - Norway maple, it has become very large with branches growing over the footpath at the rear and over into the garden of a neighbouring property. I would like to fell the tree to avoid future issues again. The tree is touching the fencing, so is not in an ideal location.
- 26/00406/P3MA      **129A South Street Crewkerne Somerset TA18 8AA**  
Proposed change of use to C3 dwelling
- 26/00275/DPO      **45 Oak Drive Crewkerne Somerset TA18 7DN**  
Application to Discharge a S106 agreement between Charles Bishop Limited and Others and South Somerset District Council dated 16th day of April 2003 to discharge the 80% restriction on the shared ownership title relating to planning reference number 98/00567/FUL
- 26/00256/TPO      **5 Alder Grove Crewkerne Somerset TA18 7DJ**  
Application to carry out Tree Surgery works to No. 1 Tree as shown within the South Somerset District Council (CREW 1) 2007 Tree Preservation Order. T1 - Fraxinus Excelsior - Pollard to Approx 3M from ground level due to Hymenoscyphus Fraxineus.
- 26/00476/FUL      **Land Rear Of 20 Market Street Crewkerne Somerset TA18 7LA**  
Demolition of detached timber frame storage building and prefabricated garage building. Change of use and the construction of a terrace of 3No. two storey dwelling houses with amenity areas and car port for parking. Improvements to existing parking area (re-submission of 24/02221/FUL)

**To receive planning and appeal decision notices from Somerset Council**

**Appeal Decisions :**

- Appeal Ref:      APP/E3335/W/25/3373197 (See Appendix A)  
**Holly Tree Farm Longstrings Lane Crewkerne Somerset TA18 7EA**
- Decision:      The appeal is allowed and the planning permission Ref 24/00735/OUT for Outline application with some matters reserved for the erection of 2 No. dwellings with access and landscaping at Holly Tree Farm, Longstrings Lane, Crewkerne, TA18 7EA granted on 18 July 2025 by Somerset Council, is varied by deleting conditions 5, 16 & 17, and amending the description of development proposed to 'the erection of 2 No. dwellings'.

Costs application: APP/E3335/W/25/3373197 (See Appendix B)  
**Holly Tree Farm, Longstrings Lane, Crewkerne, Somerset TA18 7EA**  
The application for an award of costs is allowed.

**Planning Decisions:**

- 26/00236/NMA      **69 Hermitage Street Crewkerne Somerset TA18 8EX**  
Non Material Amendment to approved Application 25/02024/HOU to change position of windows to extension and amend rooflight.  
  
APPLICATION PERMITTED
- 26/00201/LBC      **M & Co 9 Market Street Crewkerne Somerset TA18 7JP**  
Subdivision of a single retail shop unit into three, including reinstatement of the original shop front, along with the conversion of the first floor storage areas into 4 office suites with shared facilities  
  
APPLICATION PERMITTED WITH CONDITIONS
- 26/00200/FUL      **M & Co 9 Market Street Crewkerne Somerset TA18 7JP**  
Subdivision of a single retail shop unit into three, including reinstatement of the original shop front, along with the conversion of the first floor storage areas into 4 office suites with shared facilities  
  
APPLICATION PERMITTED WITH CONDITIONS
- 26/00210/DOC1      **Land Adjacent Cloudshill Hewish Lane Crewkerne Somerset**  
Discharge of conditions No.05 (Nesting Birds), No.06 (Badgers) and No.16 (Tree Planting Scheme) of planning application 25/01453/S73  
  
CONDITIONS DISCHARGED
- 25/01693/FUL      **Land At 346017 109612 Higher Easthams Lane Crewkerne Somerset (GR:346017/109612)**  
Creation of a wetland with associated development including construction of an in-take/out-take to the Viney Brook, earthworks and landscaping and excavation of land. LOCATION: Land At 34601  
  
PERMISSION REFUSED FOR THE FOLLOWING REASONS:  
Contrary to the requirements of the Environment Act 2021 and Schedule 7A to the Town and Country Planning Act 1990 (as amended), and Regulation 7 of the Biodiversity Gain Requirements (Exemptions) Regulations 2024 it has not been demonstrated that the proposal will deliver a biodiversity gain site development undertaken solely or mainly for the purpose of fulfilling, in whole or in part, biodiversity gain requirements for other developments. In addition, without an approved and appropriately secured HMMP, the proposal cannot be treated as a Biodiversity Gain Site and is BNG liable, and a BNG Statement, Metric, and plans showing how 10% net gain has not been provided.
- 25/02970/DOC1      **Land South Of Kithill Crewkerne Somerset**  
Discharge of Condition No. 3 (Protection of Trees and Hedges) of Planning Application 23/01295/REM.  
  
CONDITIONS DISCHARGED

**ACCOUNTS FOR PAYMENT - 28th February 2026**

Checked by:.....

Date: .....

Payment Ref	Gross	Vat	Net	Payee	Description
DD22	£8.88	£0.42	£8.60	British Gas Business	Victoria Hall. Gas - 17/12/25 - 17/01/26
DD31	£21.60	£3.60	£18.00	Iris Business Software Ltd	Staffology Payroll - Jan 26
DD59	£932.02	£155.34	£776.68	British Gas Business	GRC - Gas - 18/12/25-20/01/26
DD13	£1,853.23	£0.00	£1,853.23	Aviva Credit Services UK Ltd	Insurance - Feb 26
DD49	£195.48	£32.58	£162.90	The Business	Fuel Charges - Jan 26
DD46	£168.00	£28.00	£140.00	Somerset Web Services Ltd	Email Hosting - Jan 26
DD21	£69.91	£3.33	£66.58	British Gas Business	Streetlights & Floodlights Happy Valley - 22/12/25 - 22/01/26
DD30	£132.33	£6.30	£126.03	British Gas Business	Electricity Public Toilets 20/12/25-23/01/26
OP Feb 01	£1,497.60	£249.60	£1,248.00	Boilerman Ltd	Town Hall - Heating System Works
OP Feb 01	£271.31	£45.22	£226.09	Boilerman Ltd	GRC - Pipework Repairs (Changing Room 1)
OP Feb 02	£2.80	£0.00	£2.80	S Syeda Bowen	Expenses Reimbursement
OP Feb 03	£100.00	£0.00	£100.00	E Holmes	Refund of Deposit (Hall Hire)
OP Feb 04	£1,440.00	£240.00	£1,200.00	Zonkey Solutions Ltd	Website Hosting & Maintenance 2026/27
OP Feb 04	£358.80	£59.80	£299.00	Zonkey Solutions Ltd	Website Audit (Accessibility)
OP Feb 05	£1,428.00	£238.00	£1,190.00	Fern Garden Tree Services	Bincombe Ash Die Back Clearance
OP Feb 06	£1,314.00	£0.00	£1,314.00	M C Commercial Cleaning	Cleaning (Town Hall/Vic Hall/P Toilets/Chapel) - January 2026
OP Feb 06	£600.00	£0.00	£600.00	M C Commercial Cleaning	GRC Cleaning - January 2026
OP Feb 07	£975.00	£0.00	£975.00	Connect Somerset	Grant Award 2025/26
OP Feb 08	£258.00	£43.00	£215.00	Sovereign Fire & Security	Lodge Intruder Alarm Annual Maintenance Charge
OP Feb 08	£114.00	£19.00	£95.00	Sovereign Fire & Security	GRC Intruder/Fire alarm/CCTV maintenance Mar 26
OP Feb 09	£432.61	£72.10	£360.51	Hoistway	Victoria Hall lift annual maintenance contract
OP Feb 10	£307.86	£51.31	£256.55	Catermek South West Ltd	Engineer callout and repair - GRC Dishwasher
OP Feb 11	£3,966.42	£0.00	£3,966.42	H M Revenue & Customs	Tax & NI Contributions - Jan 26
OP Feb 12	£4,537.71	£0.00	£4,537.71	SCC Pension Fund	Pension Contributions - Jan 26
DD23	£267.30	£12.73	£254.57	British Gas Business	Town Hall. Electricity - 20/12/25-20/01/26
DD26	£468.90	£78.15	£390.75	British Gas Business	Town Hall Gas. Pd: 29/12/25-27/01/26
OP Feb 13	£105.00	£0.00	£105.00	Aspect Images	Town Councillor and Employee Headshots
OP Feb 14	£156.00	£26.00	£130.00	Brimsmore Gardens	Plants for Aqua Centre Gardening
OP Feb 15	£120.89	£20.15	£100.74	Groves Nurseries	Plants for Aqua Centre Gardening
OP Feb 16	£6.20	£0.00	£6.20	Crewkerne Heritage Centre	Museum Items for LIC
OP Feb 17	£2,163.55	£360.59	£1,802.96	Bradsons	Traffic Marshalling - Xmas Light Up
OP Feb 18	£13.47	£0.00	£13.47	A Cross	Expenses Reimbursement
OP Feb 19	£12.90	£0.00	£12.90	A Goddard	Expenses Reimbursement
OP Feb 20	£326.04	£54.34	£271.70	Relay Electrical Services	Electrical Works - Town Hall - Kitchen
OP Feb 21	£22.74	£3.79	£18.95	Elswoods	Blue Centrefeed Rolls
OP Feb 22	£26.25	£0.00	£26.25	A Samuel	Expenses Reimbursement
OP Feb 23	£850.00	£141.67	£708.33	Oscars Wine Bar	Civic Event Buffet
DD42	£25.32	£1.21	£24.11	British Gas Business	Electricity - Cemetery Workshop/Chapel: 29/12/25-02/02/26
DD57	£269.75	£44.96	£224.79	British Telecom	Telephone & Broadband - Lodge Office/GRC - Feb 26
DD33 C. Card	£3.99	£0.67	£3.32	Amazon Marketplace	Iphone Screen Protector (Dep Clerk)
DD33 C. Card	£97.25	£8.25	£89.00	Waitrose	Gifts for Christmas Tree Volunteers
DD33 C. Card	£126.00	£21.00	£105.00	Defib4Life	Replacement Defib Pad
DD33 C. Card	£38.00	£0.00	£38.00	Osprey Signs	Dogs on Leads Sign
DD33 C. Card	£18.00	£3.00	£15.00	Mailchimp	Digital Newsletter - Jan 26
DD33 C. Card	£19.27	£1.22	£18.05	Amazon Marketplace	Office Stationery
DD33 C. Card	£31.57	£1.67	£29.90	Amazon Marketplace	Ink Cartridge & HDMI Cable
DD33 C. Card	£105.64	£17.60	£88.04	Amazon Marketplace	Fire Warden Kit (Grab Bag) & Lockable Cabinet (GRC)
DD33 C. Card	£8.29	£1.39	£6.90	Shein.com	Chair Covers x 2 (GRC)
DD27	£889.92	£162.84	£727.08	E. O N	Electricity - Victoria Hall - Jan 26
DD9	£118.21	£19.70	£98.51	Southern Communications	Mobile Phone Charges - Feb 26
DD50	£1,025.42	£170.90	£854.52	British Gas Business	Electricity - GRC - 01/01-31/01/26
OP Feb 24	£374.40	£62.40	£312.00	Dantek Environmental Services (UK) Ltd	Electricity - GRC - 01/01-31/01/26
OP Feb 25	£51.51	£0.00	£51.51	The Henhayes Centre	Supplies for Christmas Lantern Making Workshop
OP Feb 26	£499.12	£83.19	£415.93	Sovereign Fire & Security	GRC - Fire Extinguisher Replacement
OP Feb 27	£516.00	£86.00	£430.00	Jofson Ltd	Hire of Cherry Picker - 05/01-08/01/26
DD17b	£41.75	£1.99	£39.76	Edf Energy 1 Ltd	Electricity Street Lighting Henhayes Jan 26
DD17c	£41.75	£1.99	£39.76	Edf Energy 1 Ltd	Electricity - Middle Path - Jan 26
DD17a	£45.49	£2.17	£43.32	Edf Energy 1 Ltd	Happy Valley Streetlighting - Jan 26
DD52	£342.46	£57.08	£285.38	Gamma Business Communications Ltd	Telephone and Broadband - Feb 26
DD60	£396.60	£66.10	£330.50	British Gas Business	Gas Lodge Office 12/01 - 09/02/26
DD44	£631.05	£0.00	£631.05	Everfow Ltd	Water Rates - March 26
OP Feb 28	£15.00	£0.00	£15.00	Nera K Kreations	Flowers for Civic Event & Postage
OP Feb 29	£212.44	£0.00	£212.44	James Hardware	Consumables for Repairs & Maintenance
OP Feb 30	£144.00	£24.00	£120.00	Paperchase Recycling	GRC / Cemetery Waste Collection 04/01/2026
OP Feb 31	£100.00	£0.00	£100.00	L Perry	Refund of Deposit (Hall Hire)
OP Feb 32	£17.88	£0.00	£17.88	P Martin-Hamblin	Expenses Reimbursement
OP Feb 33	£59.97	£9.99	£49.98	Yarcombe Woodland Products	GRC - Timber, post saver

Signed:..... Date:.....

**ACCOUNTS FOR PAYMENT - 28th February 2026**

Checked by:.....

Date: .....

OP Feb 33	£10.46	£1.74	£8.72	Yarcombe Woodland Products	Cemetery - Timber
OP Feb 34	£391.02	£65.16	£325.86	Bradfords	Consumables for Repairs & Maintenance
OP Feb 35	£192.67	£32.11	£160.56	Screwfix Direct Ltd	V. Hall - Lights and Toilet Roll Holders
OP Feb 35	-£82.40	-£13.74	-£68.66	Screwfix Direct Ltd	REFUND - V.Hall Returned Lights
OP Feb 36	£32.40	£5.40	£27.00	Crewkerne Horticultural	Chainsaw Maintenance
OP Feb 37	£298.80	£49.80	£249.00	Churches Fire & Security Ltd	Intruder Alarm Maintenance Contract 26/27
DD43	£11.97	£0.00	£11.97	Lloyds Bank	Bank Charges - 10/12/25-09/01/26

	<b>£13,722.62</b>		<b>£13,722.62</b>	<b>Salaries - February 2026</b>	
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**£46,368.39    £2,934.81    £43,433.72**

Signed:..... Date:.....

<b>CREWKERNE TOWN COUNCIL</b>			
<b>BANK RECONCILIATION AS AT 28/02/2026</b>			
	Cash in Hand 01/04/2025		£451,622.97
	ADD		
	Receipts 01/04/2025 - 28/02/2026		£790,398.06
	SUBTRACT		
	Payments 01/04/2025 - 28/02/2026		£618,649.81
<b>A</b>	<b>CASH IN HAND 28/02/2026</b>		£623,371.22
	(per Cash Book)		
	Cash in Hand per Bank Statements 28/02/2026		
	LLOYDS - Business Call Account	£381,995.24	
	LLOYDS - Current Account	£50,200.00	
	LLOYDS - Burial Account	£91,175.98	
	CCLA - Public Sector Deposit Fund	£100,000.00	
			£623,371.22
	Less unrepresented cheques		
			£0.00
	Plus unrepresented receipts		
<b>B</b>	<b>ADJUSTED BANK BALANCE</b>		£623,371.22
	<b>A = B Checks out OK</b>		
	Town Clerk: .....		
	Date: .....		
	Checked by: .....		
	Date: .....		



<b>Report subject</b>	To approve quotations for a replacement flat roof section on Victoria Hall.
<b>Committee name</b>	Full Council
<b>Meeting date</b>	Monday 23 <sup>rd</sup> March
<b>Report author</b>	Gemma Hughes, Town Clerk
<b>Report contact details</b>	townclerk@crewkerne-tc.gov.uk
<b>Consultees</b>	n/a
<b>Decision required?</b>	Yes

### 1. Purpose

The purpose of this report is to provide an update on the condition of the flat roof above the stairwell in Victoria Hall, the necessary repair works, and associated costs, and to seek approval to proceed with replacing the roof and managing the air conditioning units.

### 2. Background information

In early September 2025, a leak was noticed in the main stairwell of Victoria Hall. The source of the leak was traced to the flat roof above the stairwell. An inhouse attempt was made to repair the flashing along the edge of the flat roof; however, further rainfall in late November and early December indicated that this repair was unsuccessful.

In December 2025, three roofing contractors were contacted to inspect the roof. Two contractors responded and both concluded that the flat roof required full replacement. The flat roof currently houses three external air conditioning units, which must be removed, stored on site, and reinstalled once the roof replacement is completed.

### 3. Detailed Consideration

The following contractors were approached for quotations for the replacement of the flat roof and the removal, storage, and reinstatement of the air conditioning units:

Flat Roof Replacement Quotes:

- Contractor A: £6,100 + VAT
- Contractor B: £6,948 + VAT
- Contractor C: Declined to quote

Air Conditioning Units – Removal, Storage, and Reinstallation:

- Contractor D: £2,679 + VAT

- Contractor E: £2,995.20 + VAT
- Contractor F: No response

The work will involve:

- Removing and storing the three external air conditioning units on site.
- Replacing the flat roof above the main stairwell.
- Reinstalling the air conditioning units once the new roof is in place.

#### **4. Financial implications**

The estimated costs of the required works are as follows:

<b>Work</b>	<b>Contractor A/B</b>	<b>Contractor D/E</b>
Flat Roof Replacement	Contractor A: £6,100 + VAT Contractor B: £6,948 + VAT	–
Air Conditioning Units – Removal, Storage, Reinstallation	–	Contractor D: £2,679 + VAT Contractor E: £2,995.20 + VAT

Total Estimated Cost:

- Option 1 (Contractor A + Contractor D): £8,779 + VAT
- Option 2 (Contractor B + Contractor E): £9,943.20 + VAT

Both options fall within the budget for 2026/27.

#### **5. Council Action Plan objectives supported**

n/a

#### **6. Recommendation**

- 6.1. It is recommended that the Council:
- Approves the replacement of the Victoria Hall main stairwell flat roof.
  - Approves the removal, storage, and reinstatement of the three external air conditioning units as part of the works.
  - Accepts the quotation from Contractor A (flat roof) and Contractor D (air conditioning units) based on cost effectiveness and responsiveness.

<b>Report subject</b>	To consider quotations for replacement windows at the George Reynolds Centre
<b>Committee name</b>	Full Council
<b>Meeting date</b>	Monday 23 <sup>rd</sup> March
<b>Report author</b>	Gemma Hughes, Town Clerk
<b>Report contact details</b>	townclerk@crewkerne-tc.gov.uk
<b>Consultees</b>	n/a
<b>Decision required?</b>	Yes

### 1. Purpose

The purpose of this report is to present quotations received for the replacement of two cracked windows at the George Reynolds Centre and to seek approval for the Council to proceed with the works.

### 2. Background information

Two of the main windows on the second floor, eastern side of the building (Beech Suite), are displaying large cracks. The damage presents both safety concerns and a risk of further deterioration.

Quotes were sought from three contractors for the replacement of these windows:

- **Contractor A:** £1,792.75 ex VAT
- **Contractor B:** £1,578.00 ex VAT
- **Contractor C:** Declined to quote but recommended Contractor A

The required works include removal and safe disposal of the two broken windows, safe erection and removal of any scaffolding required, and replacement with two new windows to the same specification currently in the building.

### 3. Detailed Consideration

The proposed works involve:

- Removal and safe disposal of the two broken windows in the Beech Suite.
- Safe erection and removal of scaffolding to access the windows.
- Supply and installation of two replacement windows to match the existing specification.

All contractors were asked to quote for the full scope of works, including scaffolding, removal of broken windows, and installation of new windows. Contractor C declined to quote directly but recommended Contractor A.

**4. Financial implications**

The financial implication ranges from £1,578.00 to £1,792.75 excluding VAT. Funding will need to be identified from the 2026/27 budget.

**5. Equalities considerations**

There are no direct equalities implications arising from this report. The works will maintain a safe and accessible environment for all building users.

**6. Council Action Plan objectives supported**

n/a

**7. Recommendation**

7.1. It is recommended that the Council:

- a) Approves the replacement of the two cracked windows in the Beech Suite at the George Reynolds Centre.
- b) Accepts the quotation from Contractor A based on their endorsement by Contractor C and proven reliability, ensuring the highest standard of workmanship, even though the cost is slightly higher than Contractor B.

<b>Report subject</b>	To consider quotations for replacement cleaners at the George Reynolds Centre
<b>Committee name</b>	Full Council
<b>Meeting date</b>	Monday 23 <sup>rd</sup> March
<b>Report author</b>	Shaheda Syeda Bowen, Deputy Town Clerk
<b>Report contact details</b>	DeputyClerk@crewkerne-tc.gov.uk
<b>Consultees</b>	n/a
<b>Decision required?</b>	Yes

### 1. Purpose

The purpose of this report is to present two quotations received for the provision of routine cleaning services for the George Reynolds Centre. The report enables councillors to consider the options available and determine which contractor should be appointed to undertake the cleaning contract.

### 2. Background information

The current cleaner has tendered his resignation. The George Reynolds Centre requires regular cleaning to ensure that all public and staff areas remain safe, hygienic and presentable. This includes areas used by staff, community groups, hirers and visitors.

Two contractors have provided quotations for the provision of cleaning services. Both proposals include two scheduled cleaning visits per week with two cleaners attending each visit. Both contractors have also confirmed that additional ad hoc cleaning visits could be arranged if required.

- **Contractor A:** £680.00 ex VAT per week
- **Contractor B:** £780.00 ex VAT per week

### 3. Detailed Consideration

Contractor **A** has proposed two scheduled cleaning visits per week carried out by two cleaners. Additional visits can be arranged as required. The areas included within the cleaning schedule are:

- Function rooms
- Kitchen and bar area
- Changing rooms
- Toilets and washrooms
- Hallways and staircases
- Entrance foyer
- Office areas

- General touch points including door handles, switches and handrails
- The tasks included in the service are:
- Vacuuming, sweeping and mopping floors
- Cleaning and disinfecting toilets
- Wiping and sanitising surfaces
- Cleaning kitchen and bar worktops and surfaces
- Emptying bins and replacing liners
- Tidying communal areas

Cleaning products and consumables would be purchased by the contractor and invoiced to the Council monthly.

Contractor **B** has also proposed two scheduled cleaning visits per week with two cleaners attending. Ad hoc cleaning visits could also be arranged if required. The tasks included within this proposal are:

- Dusting furniture, fixtures and fittings to hand height
- Cleaning desks and worktops
- Dusting light fittings and the tops of doors
- Sweeping with brush or vacuuming
- Mopping floors
- Floor polishing or buffing
- Disinfecting telephones

#### **4. Financial implications**

Contractor **A** has quoted £170 per week for two visits by two cleaners. This equates to £21.25 per hour and includes labour and cleaning equipment. Cleaning products and consumables would be purchased by the contractor and invoiced separately to the Council on a monthly basis.

Contractor **B** has quoted £780 excluding VAT. This price includes labour and all cleaning materials. The quotation does not specify the cost as a weekly rate and clarification may be required regarding the period covered by this figure.

Members should note that the two quotations are structured differently and therefore may require further clarification to allow for a direct comparison.

#### **5. Equalities considerations**

Maintaining a clean and hygienic building supports accessibility and wellbeing for all visitors, staff and users of the George Reynolds Centre facilities. Clean and well-maintained facilities, including toilets and communal areas, contribute to ensuring the building remains welcoming and usable for people of all backgrounds and abilities.

#### **6. Council Action Plan objectives supported**

n/a

## 7. Recommendation

7.1. It is recommended that the Council:

- a) Approves the replacement of the cleaner George Reynolds Centre.
- b) Appoints **Contractor A** to undertake the cleaning contract, based on the following considerations:
  - Contractor A's quotation is lower at £680 per week (ex VAT), representing better value for money.
  - The proposed cleaning schedule includes detailed attention to general touch points such as door handles, switches, and handrails, which are not explicitly included in Contractor B's proposal.
  - Contractor A has provided references.

<b>Report subject</b>	To consider a request to use the GRC for a Plants and Gardens Festival
<b>Committee name</b>	Full Council
<b>Meeting date</b>	Monday 23 <sup>rd</sup> March
<b>Report author</b>	Gemma Hughes, Town Clerk
<b>Report contact details</b>	townclerk@crewkerne-tc.gov.uk
<b>Consultees</b>	n/a
<b>Decision required?</b>	Yes

### 1. Purpose

The purpose of this report is to provide an update on arrangements for the 2026 Open Gardens event and the proposed Plants & Gardens Festival Fun Day, and to seek confirmation of facility availability and support where appropriate.

### 2. Background information

The annual Open Gardens event will take place on the Sunday and Monday of the late Spring Bank Holiday. Severalls and Bincombe allotments have again been invited to participate.

Following the success of previous years, it is proposed to hold a Plants & Gardens Festival Fun Day on Monday 25 May 2026 at the George Reynolds Centre (GRC), focusing on the mental and physical benefits of gardening, nature, and outdoor activities.

It is important to note that these events are not Council-run. They are organised entirely by members of the public who volunteer their time.

The event has previously been held at the GRC free of charge. However, consideration will need to be given to the need to make the GRC more profitable and the potential loss of revenue from offering the venue at no cost. The venue is becoming increasingly busy, although it is currently available on this day.

### 3. Detailed Consideration

Key aspects of the planned volunteer-led events include:

- **Plants & Gardens Festival Fun Day:**
  - Participation confirmed from local volunteer groups including Crewkerne in Bloom, Creative Crewkerne, and Crewkerne Gardening Club.
  - A plant company specialising in school gardening sessions has agreed to run hands-on activities for children.
  - Activities are being planned for both rooms at the GRC, with use of the kitchen facilities if available.
  - Attendance and interest are high, and planning meetings are ongoing.

- **Nature Walks:**
  - A volunteer nature walk leader has conducted a site visit of the Cemetery and believes the site has potential.
  - Consideration will be given to combining the nature walks with other departmental activities.
- **Henhayes Centre Activities:**
  - Gardeners Question Time is planned for Friday in the Henhayes Centre before the Open Gardens, continuing the successful format of previous years.

Confirmation is requested regarding the availability of the GRC for 2026, recognising that while the venue is currently free and available, it is increasingly in demand and the potential revenue implications should be considered.

#### **4. Financial implications**

Costs are primarily associated with the potential revenue lost from hiring both rooms of the GRC and the kitchen facilities. Consideration will need to be given to balancing community benefit with the potential loss of revenue from offering the GRC without charge.

#### **5. Equalities considerations**

The events are volunteer-led and aim to be inclusive, providing activities suitable for a wide range of ages and abilities. The programme encourages community participation and engagement with nature, supporting mental and physical wellbeing for all.

#### **6. Council Action Plan objectives supported**

n/a

#### **7. Recommendation**

- 7.1. It is recommended that the Council:
- a) Notes that the events are volunteer-led and not Council-run, and that the Council's role is limited to providing venue support where possible.
  - b) Decides whether to support the use of the GRC for this volunteer-led event.



## **Conditions for the hire of the Victoria Hall**

**THIS IS A NO SMOKING BUILDING: SMOKING OR VAPING IS NOT PERMITTED ANYWHERE ON THE PREMISES**

**All references to the Council are to Crewkerne Town Council unless otherwise specified.**

**The term 'Hire' includes where the use of the of the Victoria Hall is used with or without charge.**

- 1) All applications for the hire of the Victoria Hall must be on the official booking form and forwarded on completion to the Council.
- 2) The person by whom the booking form is signed shall be considered the hirer and must be over 18 years of age. Where an organisation is named, that organisation shall be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form as will anyone else who appears to the Council that they exercise control of the event/activity whether or not they are named as an organiser.
- 3) At least one person suitably qualified to supervise persons under 18 years must be in attendance during all activities where the hiring organisation is a youth group or has youth members. The hirer shall carry out a risk assessment to determine the number of suitably qualified persons for each session.
- 4) The Council shall have the right to refuse any application for the hire of the Victoria Hall.
- 5) All hires are subject to the Council's current appropriate cancellation charge(s), regardless of when hired; refer to separate Hire Charge sheet for details.
- 6) The hirer must provide a copy of their Public Liability Insurance (PLI) for any hire which is open to the public to attend, at least 7 days before the hire takes place unless otherwise agreed with an officer of the Council. The acceptance of a copy of the public liability insurance, does not mean that the Council has the expertise to determine whether the level of cover or its content is adequate for the needs of the hirer; this can only be determined by the hirer. The Council does not accept any liability (except where imposed by legislation) for any losses whether it/they are incurred either directly or indirectly as a result of this cover; where it is imposed by legislation, the hirer must indemnify the Council against such losses unless the loss is caused by the negligence of the Council. Where an officer of the Council has decided that the hirer is not required to provide PLI in their name, if they employ any contractors (DJ, caterer(s) etc.) a copy of their PLI must be provided. For the sake of clarity, the term 'employ' in this context includes where the provision of a DJ, caterer(s) etc. is made with or without payment. No booking will be confirmed until such time as these copies are provided to an officer of the Council.
- 7) No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to an officer of the Council before the commencement of the hiring. Should the hirer wish to play **ANY** music at all in **ANY** format during the event/activity, this must be stated on the application form as authorisation may be required from the Performing Rights Society/Phonographic Performance Ltd or their successor in title. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

- 8) The hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the premises and shall indemnify the Council accordingly against all actions, claims and proceedings arising from any breach of this condition.
- 9) It will be the responsibility of the hirer to ensure that, any event they wish to hold in the hall, complies with the appropriate legislation under the Gambling Act 2005 and that any licence or other form of authorisation required under this Act, is obtained prior to the event from Somerset Council or the Gambling Commission depending on the type of authorisation required; a copy shall be supplied to an officer of the Council at least 7 days before the hire takes place; the licence/authorisation may be subject to redaction. Please contact the Council for further details.
- 10) Any hire of the Victoria Hall does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the hall is hired, unless prior arrangement has been made with the Clerk and payment made where applicable.
- 11) The hirer must not cause or permit anyone else to cause any vehicle to be driven or moved onto or park on the paved forecourt, unless the Council have agreed prior to the commencement of the hire that exceptional circumstances apply.
- 12) The hirer shall not sub-let the hall or any part thereof unless by prior arrangement with the Clerk.
- 13) The hirer is responsible for all damage to the Victoria Hall and to any property contained within during the period of hire. Where a bond is payable, the Council reserves the right to deduct from such a bond, the cost of repair or reasonable replacement. Where the cost exceeds the amount of the bond, or a bond was not payable, the hirer shall be responsible for paying the difference/cost to the Council; this shall be paid no later than 30 days after notification by the Council of the outstanding amount. Interest at 2% above the base rate may be payable if 30 days are exceeded.
- 14) Activation of the fire door alarms (except in an emergency) will result in the forfeit of the £100 bond.
- 15) Where a bond is payable, this shall be paid together with the hire charge (where appropriate) at the time of booking unless otherwise agreed with the Clerk.
- 16) The Council shall not be responsible for any loss or damage to any property arising out of the hiring which may be incurred by or be done by any person or persons resorting to the Victoria Hall during the hiring arising from any cause whatsoever or for any loss due to any breakdown or machinery failure or supply of electricity, leakage of water, fire, Government restriction or Act of God which may cause the hall to be temporarily closed or the hiring to be interrupted or cancelled; and the hirer shall indemnify the owner against any claim which may arise out of the hiring in respect of any such loss or damage. Hirers leave their property on the premises at their own risk.
- 17) The Council shall not be responsible for death or personal injury to persons resorting to the Victoria Hall arising from any cause whatsoever, except where this is caused by the negligence of the Council or is prescribed in legislation.
- 18) No nails, screws or other like objects shall be driven into any part of the Victoria Hall, nor shall any placards, streamers or other articles be fixed thereto. Where any fastenings such as adhesive putty or other adhesive mediums are used, should the fabric of the premises (including paintwork) be damaged, the hirer shall be responsible for all rectification works/costs.
- 19) The hirer shall pay special attention to ensuring that neither they nor anyone else present at any time during the hiring cause any damage to the wooden floor – this includes moving tables and chairs or any other object(s) or causing anything to mark, scuff, scratch, penetrate or otherwise damage the floor howsoever caused. The hirer shall be responsible for rectification/costs of said damage.

- 20) No flags, emblems or other decorations shall be displayed outside the Victoria Hall without the consent of the Council.
- 21) In the event of a lift breakdown passengers inside the lift should set off the alarm which will call a nominated person to release them, but the hirer shall be responsible for ensuring the safe evacuation of wheelchair users, the elderly or frail in this event. An evacuation chair, available for this purpose, is kept in the wheelchair refuge at the rear of the hall. False activation of the lift alarm will result in the forfeit of the bond.
- 22) In the event of a fire the lift must not be used, and wheelchair users should be directed to the refuge at the back of the hall where they will be safely taken from the building via the rear fire exit.
- 23) The hirer shall ensure that they and anyone attending their function do not access any part of the Victoria Hall, to which they have not been given permission to do so.
- 24) The right of entry to the Victoria Hall is reserved to the Clerk and any member, officer or other agent of the Council, and any police officer or authorised officer of any other regulatory body at any time during the hiring. The hirer shall be responsible that good order is kept in the hall during the hiring. The Council reserves the right to put a stop to any entertainment, activity or meeting not properly conducted or prohibited by law.
- 25) The hirer is responsible for regularly monitoring the arrival and departure of guests and for ensuring that all windows in the Victoria Hall are shut after 9pm when Live and/or Recorded music is playing/being performed to ensure the prevention of noise nuisance to the public.
- 26) All hirers of the Victoria Hall for the purposes of Discos or similar musical events and other events using amplified sound, will be responsible for notifying the local police that such an event is to take place. The amplifiers shall be connected to the red electric sockets upon the stage. This is a sound monitoring system which will cut out if the volume of the music exceeds the preset limits. All windows must remain closed during such events and any evidence that windows are opened will result in the forfeit of the bond.
- 27) The Victoria Hall is a Licensed Premises, and all bars will be run the Designated Premises Supervisor (DPS). Whether alcohol is to be sold or provided free of charge the DPS retains the right to refuse permission. There may, however, be circumstances under which the hirer will be requested by the Council to submit a Temporary Event Notice (TEN) to Somerset Council in which case a redacted copy of the notice must be supplied to the Council prior to the date of the hire. Please contact the Council for further information on what information may be redacted
- 28) Where any other licensable activities take place at the Victoria Hall, they MUST be authorised under the Licensing Act 2003; the hirer may also be responsible for obtaining a Temporary Event Notice from Somerset Council for these too, please contact the Council for further information.
- 29) The hirer is responsible for adhering to the following conditions:
- i) Where the Victoria Hall is booked for an 18<sup>th</sup> or 21<sup>st</sup> Birthday or a Prom (celebratory gathering of young people predominately under the age of 22 years) there shall be a minimum of two Security Industry Authority (SIA) appropriately registered persons present at the premises from the start of the event to 15 minutes after the event finishing.
  - ii) Where any alcohol is supplied during the period of hire (including where it being sold or given away without charge or there is a requirement to do something or refrain from doing something in order to obtain the alcohol, or it is included in the price of a ticket or donations towards the cost are requested) the following conditions shall apply unless otherwise agreed in writing with the Town Clerk:
    - (1) All persons under 16 years of age shall be accompanied by at least one responsible adult.
    - (2) No responsible adult can supervise more than 4 persons under 16 years of age.

- (3) A responsible adult shall be at least 25 years of age
  - (4) the hirer shall ensure that a personal licence holder supervises all supplies of alcohol during the period of hire.
- iii) A Challenge 25 proof of age policy shall operate at the premises at all times where alcohol is supplied/provided; this shall be read in conjunction with the paragraph above.
  - iv) Prior to the commencement of the hire, the hirer shall be responsible for providing a written copy of the Challenge 25 policy to all persons involved in the provision of alcohol whether they are paid or unpaid. The policy MUST contain information on intoxication, proxy sales etc.
  - v) No drinks whether alcoholic or otherwise shall be taken out of the Victoria Hall.
  - vi) The hirer shall complete a risk assessment to determine the number of SIA registered persons that shall be on duty for each public opening and any other event where an officer of the Council has determined that there is potential for damage to property and/or injury to any person. It is the hirer's responsibility to ensure that the risk assessment is carried out by a person with competence in this area. The Council does not accept any liability howsoever arising for any consequences which may arise from this risk assessment.
- b) The use of smoke effects by individuals for discos or parties is prohibited because the smoke activates the fire alarm system. Any such use shall result in the forfeiture of the bond and/or any other associated costs incurred by the Council.
- 30) The hirer will be responsible for ensuring that any electrical equipment used on the premises is in good working order and has current PAT certification.
- 31) Hire of the kitchen is by separate arrangement charged at the rate prevailing at the time of the booking. The hirer will be responsible for all crockery, cutlery and other kitchen items used and for ensuring they are left in a clean and undamaged condition; should this not be the case; the hirer shall be responsible for any associated cleaning costs. Other kitchen items include but are not limited to kettles, urns, oven, microwave, fridge, freezer, dishwasher, table and countertops.
- 32) The hirer shall at the expiration of the period of hire leave the premises in a clean and orderly state, remove all rubbish and food waste from the building and put tables and chairs back as found. Should Council find prior to the next hiring of the premises, that compliance with this condition is not to its satisfaction, the cost of rectification shall be borne by the hirer.
- 33) The hirer shall be responsible for ensuring at the termination of the hire that ALL DOORS AND WINDOWS ARE SECURELY CLOSED/LOCKED AND THAT ALL LIGHTS and air conditioning ARE TURNED OFF – (this includes ensuring the front door is locked upon leaving the premises. Should the hirer fail to lock the doors and/or secure the windows, and this failure results in damage to the Victoria Hall, or any property contained within, the hirer shall be responsible for ALL rectification and replacement costs. **Where a bond is payable, the Council reserves the right to deduct from such a bond, the cost of repairing any damage, or for any reasonable costs for replacements where the damage exceeds the cost of repair. Where the cost exceeds the amount of the bond, or a bond was not payable, the hirer shall be responsible for paying the difference/cost to the Council; this shall be paid no later than 30 days after notification by the Council of the outstanding amount. Interest at 2% above the base rate may be payable if 30 days are exceeded.**
- 34) **The hirer shall also be responsible for ensuring at the termination of the hire that ALL LIGHTS and AIR CONDITIONING ARE TURNED OFF. Should the hirer fail to turn off these lights and/or the air conditioning; they will be responsible for paying an additional fee to the Town Council; this fee will be determined by the Town Clerk and will take account of the period of unauthorised usage. Where a bond is payable, the Council reserves the right to deduct from such a bond, the cost of the fee. Where the cost exceeds the amount of the bond, or a bond was not payable, the hirer shall be responsible for paying the difference/cost to the Council;**

this shall be paid no later than 30 days after notification by the Council of the outstanding amount. Interest at 2% above the base rate may be payable if 30 days are exceeded.


- 35) The hirer shall be responsible for the collection and prompt return of the key(s) The key(s) will be available for collection between the hours of 9 a.m. and 3.00 p.m. on the day of the hire or during the same hours on a Friday if the hire is at the weekend. Key(s) must be returned by the following morning between the same hours; if this is a weekend the key(s) must be posted through the letter box of side door of Town Hall unless otherwise instructed by an officer of the Council.
- 36) Under NO circumstances shall the hirer cause or cause anyone else to duplicate any keys to Victoria Hall. Should any key be lost, stolen, or become unusable, the hirer shall notify the Council in writing within 24 hours if a weekday or 72 hours if a weekend, of the occurrence taking place. The key(s) remain the property of the Council. The hirer remains responsible for any damage or injury or death that may arise either directly or indirectly as a result of said duplication, loss, theft, or damage so must ensure that they take every reasonable step to prevent this from occurring.
- 37) Property of the hirer and the hirer's agent must be removed before 12 noon of the day following the period of hire or fees may be charged for each day or part of a day until the same is removed. The Council does not accept any responsibility for any property left on the premises after the hiring and reserves the right to dispose of said property after 14 days from date of hire. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property must be taken away or a charge for its removal and disposal will be deducted from the bond.

**IMPORTANT NOTES**

**Please Note: The sale of alcohol and all entertainment must cease at midnight or beforehand and the building must be vacated no later than 30 minutes later.**

**EMERGENCY KEYHOLDERS:**

**DURING OFFICE HOURS:** Town Council: 01460 74001

**OUTSIDE OFFICE HOURS:** Cllr. Kathy Head  
Cllr. Mike Best 



## **Conditions for the hire of the George Reynolds Centre (GRC)**

**THIS IS A NO SMOKING BUILDING: SMOKING OR VAPING IS NOT PERMITTED ANYWHERE ON THE PREMISES**

**All references to the Council are to Crewkerne Town Council unless otherwise specified.**

**The term 'Hire' includes where the use of the GRC or part thereof is used with or without charge.**

- 1) All applications for the hire of the GRC must be made on the official booking form and forwarded on completion to the Council.
- 2) The person by whom the booking form is signed shall be considered the hirer and must be over 18 years of age. Where an organisation is named on the application form, that organisation shall also be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form, as will anyone else who appears to the Council that they exercise control of the event/activity whether or not they are named as an organiser.
- 3) At least one person suitably qualified to supervise persons under 18 years must be in attendance during all activities where the hiring organisation is a youth group. The hirer shall carry out a risk assessment to determine the number of suitably qualified persons for each session.
- 4) The Council shall have the right to refuse any application for the hire of the GRC or part thereof.
- 5) All hires are subject to the Council's current appropriate cancellation charge(s), regardless of when hired; refer to separate Hire Charge sheet for details.
- 6) The hirer must provide a copy of their Public Liability Insurance (PLI) for any hire which is open to the public to attend, at least 7 days before the hire takes place unless otherwise agreed with an officer of the Council. The acceptance of a copy of the public liability insurance, does not mean that the Council has the expertise to determine whether the level of cover or its content is adequate for the needs of the hirer; this can only be determined by the hirer. The Council does not accept any liability (except where imposed by legislation) for any losses whether it/they are incurred either directly or indirectly as a result of this cover; where it is imposed by legislation, the hirer must indemnify the Council against such losses unless the loss is caused by the negligence of the Council. Where an officer of the Council has decided that the hirer is not required to provide PLI in their name, if they employ any contractors (DJ, caterer(s) etc.) a copy of their PLI must be provided. For the sake of clarity, the term 'employ' in this context includes where the provision of a DJ, caterer(s) etc. is made with or without payment. No booking will be confirmed until such time as these copies are provided to an officer of the Council.
- 7) No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to an officer of the Council before the commencement of the hiring. Should the hirer wish to play **ANY** music at all in **ANY** format during the event/activity, this must be stated on the application form as authorisation may be required from the Performing Rights Society/Phonographic Performance Ltd or their successor in title. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

- 8) The hirer shall not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the premises and shall indemnify the Council accordingly against all actions, claims and proceedings arising from any breach of this condition.
- 9) It will be the responsibility of the hirer to ensure that, any event they wish to hold in the hall, complies with the appropriate legislation under the Gambling Act 2005 and that any licence or other form of authorisation required under this Act, is obtained prior to the event from Somerset Council or the Gambling Commission depending on the type of authorisation required; a copy shall be supplied to an officer of the Council at least 7 days before the hire takes place; the licence/authorisation may be subject to redaction. Please contact the Council for further details.
- 10) Any hire of the GRC or part thereof does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the GRC is hired, unless prior arrangement has been made with the Clerk and payment made where applicable.
- 11) The hire of part of the GRC shall not entitle the hirer or any of their members/guests etc. to use any other part of the GRC which is subject to a hire fee unless agreed otherwise in writing with the Clerk. The hirer shall put robust measures in place to ensure that this does not occur. Failure to comply is likely to result in an additional fee being levied and may mean no further bookings will be taken from the hirer.
- 12) The hirer shall not sub-let the GRC or any part thereof unless by prior arrangement with the Clerk.
- 13) The hirer is responsible for all losses caused by damage(s) to the hired part of the GRC and for any property contained within during the period of hire. The hirer is also responsible for any losses caused during the period of hire to any other part of the GRC except where the damage(s) is/are caused by another hirer using another part of the premises or a communal area at the same time. Where a bond is payable, the Council reserves the right to deduct from such a bond, the cost of repair or reasonable replacement. Where the cost exceeds the amount of the bond, or a bond was not payable, the hirer shall be responsible for paying the difference/cost to the Council; this shall be paid no later than 30 days after notification by the Council of the outstanding amount. Interest at 2% above the base rate may be payable if 30 days are exceeded.
- 14) The activation of the fire alarm (except in an emergency) will result in the forfeit of the £100 bond.
- 15) Where a bond is payable, this shall be paid together with the hire charge (where appropriate) at the time of booking unless otherwise agreed with the Clerk.
- 16) The Council shall not be responsible for any loss or damage to any property arising out of the hiring which may be incurred by or be done by any person or persons resorting to the hall during the hiring arising from any cause whatsoever or for any loss due to any breakdown or machinery failure or supply of electricity, leakage of water, fire, Government restriction or Act of God which may cause the hall to be temporarily closed or the hiring to be interrupted or cancelled; and the hirer shall indemnify the owner against any claim which may arise out of the hiring in respect of any such loss or damage. Hirers leave their property on the premises at their own risk.
- 17) The Council shall not be responsible for death or personal injury to persons resorting to the hall arising from any cause whatsoever except where this is caused by the negligence of the Council or is prescribed in legislation.
- 18) No nails, screws or other like objects shall be driven into any part of the GRC, nor shall any placards, streamers or other articles be fixed thereto. Where any fastenings such as adhesive putty or other adhesive mediums are used, should the fabric of the premises (including paintwork) be damaged, the hirer shall be responsible for all rectification works/costs.
- 19) The hirer shall pay special attention to ensuring that neither they nor anyone else present at any time during the hiring cause any damage to the wooden flooring – this includes damage caused by moving tables and

chairs or any other object(s) or causing anything to mark, scuff, scratch, penetrate or otherwise damage the floor howsoever caused. The hirer shall be responsible for rectification/costs of said damage.

- 20) No flags, emblems or other decorations shall be displayed outside any part of the GRC without the prior written consent of the Council.
- 21) In the event of a lift breakdown, the hirer shall ensure that any passengers inside the lift are aware that they need to set off the alarm which will call a nominated person to release them.
- 22) The hirer shall also be responsible for ensuring the safe evacuation of wheelchair users, the elderly or frail in the event of a fire or lift breakdown. An evacuation chair, available for this purpose, is kept in the wheelchair refuge at the rear of the hall. False activation of the lift alarm will result in the forfeit of the bond.
- 23) The right of entry to the GRC is reserved to the Clerk and any member or other agent of the Council and any police officer or authorised officer of any other regulatory body at any time during the hiring. The arrival and departure of guests will be regularly monitored by the hirer to ensure the prevention of noise nuisance to the public especially where this exceeds 9pm. The hirer shall be responsible that good order is kept in the GRC during the hiring. The Council reserves the right to put a stop to any entertainment, activity or meeting not properly conducted or prohibited by law.
- 24) All hirers of the GRC for the purposes of Discos or similar musical events and other events using amplified sound, will be responsible for notifying the local police that such an event is to take place. All windows must remain closed after 9pm for any such events and any evidence that windows are opened After this time, will result in the forfeit of the bond.
- 25) Where any licensable activities take place at the GRC, they MUST be authorised under the Licensing Act 2003; the hirer shall be responsible for obtaining the appropriate authorisation from Somerset Council and for adhering to the following conditions:
  - a) All persons involved in the sale of alcohol at the premises will be fully trained on their responsibilities in relation to the sale of alcohol, particularly in regard to preventing the sale of alcohol to intoxicated or underage persons. Records of this training shall be made available to the Council, Somerset Council, Trading Standards and Police upon request.
  - b) Where any part of the GRC is booked for an 18<sup>th</sup> or 21<sup>st</sup> Birthday or a Prom (celebratory gathering of young people predominately under the age of 22 years) there shall be a minimum of two Security Industry Authority (SIA) appropriately registered persons present at the premises from the start of the event to 15 minutes after the event finishing.
  - c) Where any alcohol is supplied during the period of hire (including where it being sold or given away without charge or there is a requirement to do something or refrain from doing something in order to obtain the alcohol, or it is included in the price of a ticket or donations towards the cost are requested) the following conditions shall apply unless otherwise agreed in writing with the Town Clerk:
    - i) All persons under 16 years of age shall be accompanied by at least one responsible adult.
    - ii) No responsible adult can supervise more than 4 persons under 16 years of age.
    - iii) A responsible adult shall be at least 25 years of age
    - iv) Except where the alcohol is supplied under a club premises certificate, the hirer shall ensure that a personal licence holder supervises all supplies of alcohol during the period of hire.
  - d) A Challenge 25 proof of age policy shall operate at the premises at all times where alcohol is supplied/provided; this shall be read in conjunction with the paragraph above.

- e) Prior to the commencement of the hire, the hirer shall be responsible for providing a written copy of the Challenge 25 policy to all persons involved in the provision of alcohol whether they are paid or unpaid. The policy MUST contain information on intoxication, proxy sales etc.
  - f) No glassware or crockery shall be taken on to any terraced/balcony area; any drinks whether alcoholic or otherwise shall be decanted into suitable recycled paper/plastic receptacles.
  - g) The hirer shall complete a risk assessment to determine the number of SIA registered persons that shall be on duty for each public opening and any other event where an officer of the Council has determined that there is potential for damage to property and/or injury to any person. It is the hirer's responsibility to ensure that the risk assessment is carried out by a person with competence in this area. The Council does not accept any liability howsoever arising for any consequences which may arise from this risk assessment.
- 26) The use of smoke effects by individuals for discos or parties is prohibited because the smoke activates the fire alarm system. Any such use shall result in the forfeiture of the bond and/or any other associated costs incurred by the Council
- 27) The hirer will be responsible for ensuring that any electrical equipment used on the premises is in good working order and has current PAT certification.
- 28) Hire of the kitchen is by separate arrangement charged at the rate prevailing at the time of the booking. The hirer will be responsible for all crockery, cutlery and other kitchen items used and for ensuring they are left in a clean and undamaged condition; should this not be the case; the hirer shall be responsible for any associated cleaning costs. The term 'Other kitchen items' include but is not limited to kettles, urns, oven, microwave, fridge, freezer, dishwasher, table and countertops.
- 29) The hirer shall at the expiration of the period of hire leave the premises or hired part thereof, in a clean and orderly state, remove all rubbish and food waste from the building and put tables and chairs back as found. Should Council find prior to the next hiring of this part of the GRC, that compliance with this condition is not to its satisfaction, the cost of rectification shall be borne by the hirer.
- 30) The hirer shall be responsible for ensuring at the termination of the hire that ALL DOORS AND WINDOWS ARE SECURELY LOCKED AND THAT ALL LIGHTS and air conditioning ARE TURNED OFF in the hired part or parts of the GRC – (this includes locking the front door unless the hire terminates before that of another hirer) Should the hirer fail to lock the doors and/or windows and this failure results in damage to the GRC or any property contained within, the hirer shall be responsible for ALL rectification and replacement costs. **Where a bond is payable, the Council reserves the right to deduct from such a bond, the cost of repairing any damage, or for any reasonable costs for replacements where the damage exceeds the cost of repair. Where the cost exceeds the amount of the bond, or a bond was not payable, the hirer shall be responsible for paying the difference/cost to the Council; this shall be paid no later than 30 days after notification by the Council of the outstanding amount. Interest at 2% above the base rate may be payable if 30 days are exceeded.**
- 31) **The hirer shall also be responsible for ensuring that at the termination of the hire ALL LIGHTS and AIR CONDITIONING ARE TURNED OFF in the hired part or parts of the GRC – (Should the hirer fail to turn off these lights and/or the air conditioning; they will be responsible for paying an additional fee to the Town Council; this fee will be determined by the Town Clerk and will take account of the period of unauthorised usage. Where a bond is payable, the Council reserves the right to deduct from such a bond, the cost of the fee. Where the cost exceeds the amount of the bond, or a bond was not payable, the hirer shall be responsible for paying the difference/cost to the Council; this shall be paid no later than 30 days after notification by the Council of the outstanding amount. Interest at 2% above the base rate may be payable if 30 days are exceeded.**
- 32) The hirer shall be responsible for the collection and prompt return of the key(s) where this is not a regular booking. The key(s) will be available for collection between the hours of 9 a.m. and 3.00 p.m. on the day of

the hire or during the same hours on a Friday if the hire is at the weekend. The key(s) must be returned the following morning between the same hours; if this is a weekend, the key(s) must be posted through the letter box of side door of Town Hall together with the document containing the alarm code unless otherwise instructed by an officer of the Council.

- 33) Under NO circumstances shall the hirer cause or cause anyone else to duplicate any keys or codes to Council property. Should any key or code be lost, stolen or become unusable, the hirer shall notify the Council in writing within 24 hours if a weekday or 72 hours if a weekend, of the occurrence taking place. The key(s)/code(s) remain the property of the Council. The hirer remains responsible for any damage or injury or death that may arise either directly or indirectly as a result of said duplication, loss, theft or damage so must ensure that they take every reasonable step to prevent this from occurring.
- 34) Property of the hirer and the hirer's agent must be removed before 12 noon of the day following the period of hire or fees may be charged for each day or part of a day until the same is removed. The Council does not accept any responsibility for any property left on the premises after the hiring and reserves the right to dispose of said property after 14 days from date of hire. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property must be taken away or a charge for its removal and disposal will be deducted from the bond.

**IMPORTANT NOTES**

**Please Note: The sale of alcohol and all entertainment must cease at midnight or beforehand and the building must be vacated no later than 30 minutes later.**

**EMERGENCY KEYHOLDERS:**

**DURING OFFICE HOURS:** Town Council 01460 74001

**OUTSIDE OFFICE HOURS:** Cllr. Mike Best [REDACTED]





## **Terms of Reference: Staffing Sub-Committee**

### **Composition**

The Sub-Committee shall consist of ~~three~~ **four** members from the full Town Council, and first reserve councillor in the event of an absence. The reserve members shall also have full voting rights. The Chairman shall be the Mayor.

A minimum number of members present at a meeting for there to be a quorum shall be three. Appointments and removals from office shall be by resolution of full Town Council for such reasons as long term sickness.

### **Authority**

~~The Sub-Committee shall not hold delegated powers.~~

**The Staffing Sub-Committee shall normally operate in an advisory capacity, making recommendations directly to Full Town Council for decision in confidential session.**

**The Staffing Sub-Committee shall have delegated authority to incur expenditure on staffing-related and human resources matters up to a maximum of £1000 per item, provided that such expenditure is within the approved staffing budget. Any expenditure incurred under this delegated authority shall be reported to the next meeting of Full Town Council for information.**

~~Minutes of the Sub-Committee meeting shall be presented to the Policy and Resources Committee, and the recommendations of which to be ratified by the Full Town Council in confidential session, or directly to Full Town Council if there is no scheduled meeting of Policy & Resources Committee.~~ **presented directly to Full Town Council in confidential session.**

### **Frequency of meetings**

Annually prior to the annual budget deliberations and at other times when deemed necessary. All meetings shall be conducted with the exclusion of the public and press.

### **Purpose**

The Staffing Sub-Committee oversees all staffing issues such as welfare, superannuation, remuneration, recruitment, training, qualifications, health and safety aspects and other conditions of service of all employees and to ensure the Council's compliance with current legislation governing employment matters, including grievance and disciplinary, equal opportunity policies and procedures.

### **Responsibilities:**

1. To make recommendations on the pay and conditions of employment of the staff and to review and update these as necessary to comply with the law and with good practice.
2. To periodically review the staffing levels necessary to efficiently discharge the work required by the council.

3. To pursue the recruitment, short listing, and interviewing of candidates for the posts of Town Clerk and Responsible Finance Officer and recommend to Full Council that an offer of employment at a specified point on the appropriate current NALC pay scale be made to the selected candidate(s). After ratification by the Council, the Staffing Sub-Committee has the power to decide when the employment process is satisfactorily completed, including references received (and medical certificates if deemed necessary) and to confirm the offer of employment by issuing a contract of employment for acceptance by that candidate.
4. The Chairman of the Staffing Sub-Committee or in their absence the Vice Chair shall be responsible for appraising the performance of the Town Clerk/RFO annually and shall keep a record of it. Confirmation of the review shall be reported back and be subject to approval by resolution of the Committee.
5. To receive the Clerk's report on the review the annual staff appraisals of all the other Council employees conducted by the Town Clerk with particular reference to action pending or any issues.
6. To assist in the preparation and approval of job descriptions and annual performance objectives for all employees. To develop staff skills to undertake all the work of the council.
7. Responsible for preparing a draft revenue budget for each coming financial year in respect of functions falling within the terms of reference of the Staffing Sub-Committee and submit to the Policy and Resources Committee for consideration no later than the end of September in any year.
8. To oversee and ensure the Health and Safety of staff employed by providing appropriate working spaces, equipment and training as deemed necessary;
9. To undertake reviews of working practices, job descriptions, procedures, and potential within the workforce for undertaking additional local services from the principal authorities when so requested and to make recommendations to Policy and Resources Committee.
10. To approve long term absence through sickness; to grant special or compassionate leave of absence; and to approve and receive reports from the Town Clerk on staff training courses within the approved budget.
11. To deal with all complaints relating to the conduct or performance of employees and, if deemed necessary, to request an investigation. The investigation officer shall be the Town Clerk or one of the designated investigation councillors.
12. If required by the investigating officer the committee will instigate a Grievance or Disciplinary Sub-Committee meeting for a hearing in accordance with the Council's, Grievance and Disciplinary policy. ~~The Vice-Chairman (or Chairman) of Planning and Highways shall conduct the investigation if the Clerk is unable for whatever reason.~~ **Where the Town Clerk is unable to act as investigating officer for any reason, the investigation shall be conducted by the Deputy Clerk or another suitably senior officer, or an external investigator where appropriate.**
13. To convene an Appeals Sub-Committee meeting in the event of hearing an appeal in accordance with the Council's Disciplinary and Grievance policy.

14. To consider and recommend as appropriate any changes required to comply with employment Law, employees specific Health and Safety Law and terms and conditions of service as laid down by the National Joint Council (NJC 'Green Book') and the Society of Local Council Clerks (SLCC).
15. To consider and make recommendations to Policy and Resources Committee regarding schemes for the people under job creation, mentoring and youth training programmes.
16. To comply with confidentiality and data protection policies when discussing employees and their personal data, including issues relating to their appointments, salaries, appraisals, health, discipline, grievance, dismissal, and other terms and conditions.

**Version control:**

Ratified by the Full Town Council 26<sup>th</sup> July 2010 Min No. 57.

Reviewed by the Policy & Resources Committee 13 February 2023 Min. No. 22/23 32c.

## Town Council Assets 2025/26

### As of 1 April 2025

	<u>Value £</u>
Town Hall & Victoria Hall	1,890,000
Henhayes Store	10,887
Aqua Centre	2,480,000
Bus Shelters	12,447
George Reynolds Centre	990,000
George Reynolds Centre Furniture/Equipment	3,678
Town Hall/Victoria Hall Furniture/Equipment	37,256
CCTV Equipment	30,000
West One Mosaic & Nameplate	21,325
Civic Regalia	5,500
Christmas Lights and Hardware	17,408
Paintings/Works of Art/Memorabilia	36,001
Playground Equipment/Fencing	123,345
Skatepark Equipment	81,100
MUGA & Floodlighting	72,000
Grounds Maintenance Vehicle & Mowers	71,354
Open Spaces Machinery/Equipment	17,567
Street Fixtures & Fittings*	47,047
Market Umbrellas/Gazebos	8,548
War Memorial Plaque	2,500
Henhayes Floodlights	40,950
Speed Indicator Device	3,445
Parcel Of Amenity Land off Bincombe Lane	16,332
Henhayes Recreation Ground	*1
Bincombe Nature Reserve incl. land behind Richmond House	*1
Barn Street Recreation Ground	*1
Happy Valley	*1
Southmead Crescent Playground	*1
Pithers Court	*1
Land in front of Town Hall	*1
Townsend Cemetery (93%)	*1
Cemetery Lodge (93%)	325,500
Cemetery Chapel Complex (93%)	604,500
Public Chapel Contents (93%)	8,579
Cemetery Grounds Contents (93%)	3,119
<b>TOTAL ASSETS</b>	<b>6,962,151</b>

\*A variance of £1,694 has been identified between the current and prior year asset register totals. This is primarily attributable to the inclusion of a previously unrecorded asset (bench) valued at £1,755. The remaining difference of £60 represents an immaterial discrepancy identified during the review process, which has been adjusted accordingly. There is no material impact on the overall asset position.

During the year the following assets have either been added to the register or disposed of:

**Added**

Speed Indicator Device	3649
Mobile Phone – Grounds Staff	113
PC x3	975
Laptop - Admin Officer	292
Ride on Mower	24010
Christmas Baubles x 100	666
Mobile Phone – GRC Manager	92
Memorial Bench VE Day/VJ Day	1957
Christmas Lights	464
Information Boards x3	930
*War Memorial Bench	1755

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<b>Total</b>	<b>34,903</b>
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**Disposed of**

PC	325
PC	398
Laptop	325
Ride on Mower	36500

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<b>Total</b>	<b>37,548</b>
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**ESTIMATED TOTAL ASSETS as at 31<sup>st</sup> March 2026** **£6,959,506**

\*During the review of the asset register, a bench previously omitted from the register was identified and has now been included at an estimated value of £1,755. This accounts for the majority of the variance compared to the prior year. A small residual difference of £60 remains, which has been reviewed and deemed immaterial

<b>Report subject</b>	To identify Councillor support for upcoming surgeries
<b>Committee name</b>	Full Council
<b>Meeting date</b>	Monday 23 <sup>rd</sup> March 2026
<b>Report author</b>	Gemma Hughes, Town Clerk
<b>Report contact details</b>	townclerk@crewkerne-tc.gov.uk
<b>Consultees</b>	n/a
<b>Decision required?</b>	Yes

### 1. Purpose

To note the dates for Town Council surgeries in 2026 and to identify councillor volunteers to support each session.

### 2. Background information

2.1 Town Council surgeries provide an important opportunity for Members to meet residents, hear issues and concerns first-hand, and offer advice or follow-up where appropriate.

2.2 Attendance at recent surgeries has increased, indicating growing public engagement. Councillors attending each session are asked to collect 'surgery sheets' from the Town Council offices on the Friday before the event. These sheets should be used to record issues raised, along with contact details for any individuals requiring follow-up communication or action. Completed sheets should be returned to the Clerk or Deputy Clerk as soon as possible after the surgery to enable timely responses.

2.3 The following 2026 surgery dates each require two councillor volunteers between 10.30–12.00:

<b>Date of Surgery</b>	<b>Councillor One</b>	<b>Councillor Two</b>
Saturday 25 <sup>th</sup> April		
Saturday 23 <sup>rd</sup> May		
Saturday 27 <sup>th</sup> June		

### 3. Detailed Consideration

There are no proposed changes to the format or structure of the surgeries. The key requirement is to ensure that two councillors are allocated to each date to maintain continuity of service and to support effective engagement with residents. Identifying volunteers early will facilitate planning and communication with the public.

**4. Financial implications**

n/a

**5. Equalities considerations**

The continuation of regular Council surgeries supports equality of access by providing residents with opportunities to speak directly with elected representatives in an informal and accessible setting.

**6. Crime and Disorder considerations**

n/a

**7. Council Action Plan objectives supported**

n/a

**8. Recommendation**

- 8.1. It is recommended that Council:
- a) note the dates of the Town Council surgeries for 2026; and
  - b) confirm two councillor volunteers for each scheduled surgery date.

## Appeal Decision

Site visit made on 19 January 2026

by **S Harrington MA MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 10 February 2026

### Appeal Ref: APP/E3335/W/25/3373197

### Holly Tree Farm, Longstrings Lane, Crewkerne, Somerset TA18 7EA

- The appeal is made under section 78 of the Town and Country Planning Act 1990 (as amended)
- against a grant of planning permission subject to conditions.
- The appeal is made by Mr Jacobs against the decision of Somerset Council.
- The application Ref 24/00735/OUT was approved on 18 July 2025 and planning permission was granted subject to conditions.
- The development permitted is outline application with some matters reserved for the erection of 2 No. dwellings with access and landscaping.
- The conditions in dispute are Nos 1, 5, 10, 13, 14 and 17 which state that:
  - 1) Details of the appearance, layout, landscaping and scale (hereinafter called "the reserved matters") shall be submitted to and approved in writing by the local planning authority before any development takes place and the development shall be carried out as approved.
  - 5) No development shall take place, including any demolition work, until there is no obstruction to visibility greater than 600 millimetres above adjoining road level in advance of lines drawn 2.4 metres back from the carriageway edge on the centre line of the access and extending to points on the nearside carriageway edge 43 metres either side of the access (the junction of Longstrings Lane and the A356 Broadshard Road). Such visibility shall be thereafter be maintained in perpetuity.
  - 10) Prior to the first occupation of the development hereby approved, written confirmation from a qualified ecologist shall be submitted to the Local Planning Authority confirming that all measures set out in Section 4 ('Biodiversity Mitigation and Enhancement Plan') of the approved Ecological Assessment Report have been fully implemented. All works shall be carried out under the supervision of a competent ecologist and retained and maintained thereafter in perpetuity.
  - 13) No building or use hereby permitted shall be occupied until the Package Treatment Plant has been installed in accordance with the details set out within the Phosphates and Nutrient Neutrality Report including the provision made for maintenance and monitoring. Written confirmation of the installation should be submitted to the Local Planning Authority prior to occupation. Thereafter, the Package Treatment Plant shall be maintained and monitored in perpetuity in accordance with the details approved for the lifetime of the development.
  - 14) Should the Package Treatment Plant hereby approved reach the end of its operational life during the lifetime of the proposed development, it must be replaced with an alternative Package Treatment Plant of equivalent or better phosphate discharge rate of 1.6mg/l.
  - 16) Notwithstanding the provisions of Article 3 of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any Order revoking, re-enacting or modifying that Order), no development of the types described in the following Classes of Schedule 2 shall be undertaken without the express grant of planning permission, other than that expressly authorised by this permission:
    - Part 1, Class AA (additional storey)
    - Part 1, Class A (enlargements, improvements or other alterations);
    - Part 1, Class B (additions etc to the roof of a dwellinghouse);
    - Part 1, Class C (other roof alterations).
  - 17) The dwelling hereby permitted shall be constructed as a self-build dwelling within the definition of a self-build and custom build housing in the Self-build and Custom Housebuilding Act 2015. (i) The first occupation of the dwelling hereby permitted shall be by a person or persons who had a primary input into the design and layout of the dwelling (beyond first fix) and who will live in the dwelling for at least 3 years; (ii) Prior to the first occupation of the dwelling the Council shall be notified of the person(s) who will take up first occupation of the dwelling.

- The reasons given for the conditions are:
    - 1) To enable the local planning authority to exercise proper control over these aspects of the development and to secure compliance with Policy EQ2 of the South Somerset Local Plan and the National Planning Policy Framework.
    - 5) In the interests of highway safety and to accord with Policy TA5 of the South Somerset Local Plan and the National Planning Policy Framework.
    - 10) To ensure the protection and long-term safeguarding of protected and priority species, in accordance with Policy EQ4 (Biodiversity) of the South Somerset Local Plan.
    - 13) In order to ensure the provision of satisfactory drainage and avoid pollution of the environment with specific regard to the Somerset Levels and Moors Ramsar Site and associated potential impact on ecology in accordance with South Somerset Local Plan - Policy EQ4 Biodiversity as well as Chapter 15 of the National Planning Policy Framework.
    - 14) To ensure that the proposed development is phosphate neutral in perpetuity in accordance with South Somerset Local Plan - Policy EQ4 Biodiversity as well as Chapter 15 of the National Planning Policy Framework.
    - 16) To enable the Local Planning Authority to exercise control over development in order to safeguard the character and appearance of the development itself and the locality in general, by ensuring there are no inappropriate extensions or alterations to the dwellings, to ensure there is no resultant detriment to ecological, environmental and biodiversity interests and to safeguard on-site parking and circulation areas; having regard to Policy EQ2, EQ4, TA5 and TA6 of the South Somerset Local Plan and relevant guidance within the National Planning Policy Framework.
    - 17) To ensure the development is for a self-build dwelling and therefore exempt from providing biodiversity net-gain.
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## Decision

1. The appeal is allowed and the planning permission Ref 24/00735/OUT for Outline application with some matters reserved for the erection of 2 No. dwellings with access and landscaping at Holly Tree Farm, Longstrings Lane, Crewkerne, TA18 7EA granted on 18 July 2025 by Somerset Council, is varied by deleting conditions 5, 16 & 17, and amending the description of development proposed to 'the erection of 2 No. dwellings'.

## Applications for costs

2. An application for costs was made by Mr Brett Adam Jacobs against Somerset Council. This application is the subject of a separate Decision.

## Preliminary Matters

3. The appeal has been made pursuant to Section 78 of the Town and Country Planning Act 1990 (the Act) which provides the right to appeal where an application for planning permission is granted subject to conditions. Section 79 of the Act provides that I may allow or dismiss such an appeal, or reverse or vary any part of the decision of the local planning authority, and I have considered the appeal on that basis.
4. As such, I am able to consider the matter afresh and deal with the application as if it has been made to me in the first instance. Therefore, I am also able to amend the description of the development should it be considered necessary. In this instance, I have removed reference to 'outline application with some matters reserved' and 'access and landscaping', in the decision above as these are not acts of development, with specific reserved matters required by planning condition.
5. My decision above sets out that I am allowing the appeal. However, in this case, and despite the terminology that the appeal is allowed, this does not mean that I have concluded that disputed conditions 1, 10, 13 and 14 should not be imposed.

This is because, in an appeal of this type, where disputed conditions are retained, but another condition is deleted, the appeal is allowed.

## Background and Main Issues

6. The appeal is made directly against the imposition of a number of conditions on the subject outline planning permission. In short, condition 1 relates to the submission of reserved matters, condition 5 relates to highway safety, condition 10 relates to biodiversity, conditions 13 and 14 relates to drainage and biodiversity, condition 16 relates to character and appearance, biodiversity and highway safety and condition 17 relates to self-build housing. The appellant contends that these conditions do not meet the relevant tests set out within the National Planning Policy Framework (the Framework).
7. However, the Council have confirmed within their appeal statement that condition 17 was imposed in error and accept that this condition does not meet the tests of necessity or is fairly or reasonably related in scale and kind to the development. Given the evidence before me, I see no reason to disagree, and thus, the main issues are whether:
  - conditions 1 & 16 meet the tests set out in the Framework for imposing conditions, having regard to the character and appearance of the area, biodiversity and highway safety;
  - conditions 10, 13 and 14 meet the tests set out in the Framework for imposing conditions, having regard to biodiversity and drainage; and
  - condition 5 meets the tests set out in the Framework for imposing conditions, having regard to Highway safety.

## Reasons

### *Conditions 1 & 16*

8. Whilst the appellant had agreed for landscaping to be dealt with at reserved matters as reflected within condition 1, the description of development was not amended. The appellant therefore contends that landscaping is approved within this outline planning permission. Nevertheless, a sufficiently detailed landscaping scheme has not been provided.
9. The immediately surrounding area has a pleasant rural and verdant character. Notwithstanding nearby planning permissions, the proposal would be seen to introduce residential development and associated paraphernalia into this rural landscape. A landscaping scheme would be necessary in order to help successfully soften the appearance of and assimilate residential built form into its rural surroundings.
10. Landscaping is therefore required as a reserved matter and a condition requiring such is necessary and reasonable and would meet the tests of the Framework in the interests of the character and appearance of the area. Furthermore, given that reference to the reserved matters are not acts of development in themselves, I will amend the description accordingly as outlined within the preliminary matters.
11. Condition 16 seeks to restrict permitted development rights as outlined in the Town and Country Planning (General Permitted Development) (England) Order 2015 (as

amended) in respect Schedule 2, Part 1 Classes AA (additional storey), A (enlargements, improvement or other alterations), B (additions etc to the roof of a dwellinghouse), and C (other roof alterations).

12. Although of a rural character as previously outlined, residential built form is not unusual in the wider area, and the final appearance of the proposal would be subject to reserved matters. In relation to Classes A, B and C, given the existing and proposed residential built form in the area, which includes dwellings of various appearance and heights, any potential future development that may be permitted by these classes are unlikely to significantly harm the character of the area.
13. Moreover, even if an additional storey would be uncharacteristic of the area, development under Class AA is not permitted in relation to any dwellinghouse constructed after 28th October 2018.
14. The Council's reason for condition 16 also refers to potential detriment to ecological, environmental and biodiversity interests, as well as on-site parking. The appeal site is a sufficient size to ensure that following reserved matters, parking and turning would be available notwithstanding any permitted development, with no resultant highway safety concerns. It is not clear in the substantive evidence before me how permitted developments would result in significant detrimental harm to ecological, environmental and biodiversity interests.
15. Consequently, although I find that landscaping is required as a reserved matter within condition 1, condition 16 is not necessary to make the development acceptable in planning terms or reasonable having regard to the character and appearance of the area, biodiversity and highway safety. Its removal would not result in conflict with policies EQ2, EQ4, TA5 and TA6 of the South Somerset Local Plan 2006-2028 (LP). These policies seek amongst other things, to achieve high quality places that conserves and enhances landscape character, ensuring vehicle parking is design led and does not have a detrimental impact on the character or amenity of an area.

#### *Conditions 10, 13 and 14*

16. Whilst the planning application was made prior to the requirement for mandatory Biodiversity Net Gain (BNG), condition 10 does not seek mandatory BNG, but requires compliance with ecological recommendations in terms of mitigation and enhancement. There is a clear requirement of the development plan for harm to biodiversity to be mitigated and, where appropriate, compensated, reflected within LP Policy EQ4.
17. In terms of conditions 13 & 14, it is put to me that these are in tension with condition 8, which requires that future reserved matters shall be accompanied by a foul and surface water drainage strategy. However, whilst condition 8 is necessary to ensure that the development is satisfactorily drained without increasing risk of flooding or pollution on or adjacent the site, conditions 13 & 14 are specifically related to the Somerset Levels and Moors Ramsar Site and Special Protection Area (SPA).
18. The application site is within the hydrological catchment of the SPA. At present the levels of phosphates within the SPA exceed water quality objectives, with the designated site therefore in an unfavourable condition. Interim guidelines on small-scale thresholds and nutrient neutrality principles (May 2021) have been agreed

between the Council and Natural England. The proposal, subject to the utilisation of an appropriate Package Treatment Plant (PTP) referred to within conditions 13 & 14, associated low level of discharge and location of the drainage field, would result in low levels of phosphate production that is unlikely to add significantly to nutrient loading on the SPA.

19. Therefore, whilst relating to pollution, each condition is specific and necessary. I see no reason why the resulting foul and surface water drainage strategy as required by condition 8 could not encompass a PTP as referred to within conditions 13 & 14.
20. For these reasons, I conclude that disputed condition 10 is reasonable and necessary in the interests of biodiversity, whilst conditions 13 & 14 are necessary and reasonable in the interests of drainage safeguarding biodiversity at the Somerset Levels and Moors Ramsar Site and to ensure the proposal accords with LP Policy EQ4. This Policy seeks amongst other matters, to protect and maximise enhancement of natural habitats and biodiversity and ensure no adverse impacts on the integrity of national and international wildlife designations.

#### *Condition 5*

21. Condition 5 seeks to ensuring that there is adequate visibility at the junction of Longstrings Lane and the A356, and that it is maintained in perpetuity. However, I observed that the visibility works have already been carried out, having been subject to a planning condition of a differing nearby planning permission. Furthermore, I am told the visibility spays have been adopted in accordance with Somerset Council highway requirements.
22. Given that the visibility has been provided, and the splays are adopted, the use of the junction from future occupiers or visitors to the proposal would not result in unacceptable highway safety concerns or any conflict with LP Policy TA5. This Policy seeks, amongst other things, to ensure that traffic generated by the development would not compromise the safety of the highway network. Consequently, I find that condition 5 is not reasonable or necessary to make the development acceptable in planning terms.

#### **Conclusion**

23. For the reasons I have given, conditions 1, 10, 13 and 14 in dispute are reasonable, relevant to the development permitted and necessary. As a result, they should be imposed. However, conditions 5, 16 and 17 are not reasonable or necessary. I conclude that the appeal should be allowed, and the planning permission varied by deleting disputed conditions 5, 16 and 17.

*S Harrington*

INSPECTOR

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## Costs Decision

Site visit made on 19 January 2026

by **S Harrington MA MRTPI**

an Inspector appointed by the Secretary of State

Decision date: 10 February 2026

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### **Costs application in relation to Appeal Ref: APP/E3335/W/25/3373197 Holly Tree Farm, Longstrings Lane, Crewkerne, Somerset TA18 7EA**

- The application is made under the Town and Country Planning Act 1990, sections 78, 322 and Schedule 6, and the Local Government Act 1972, section 250(5).
  - The application is made by Brett Adam Jacobs for a full award of costs against Somerset Council.
  - The appeal was against the grant subject to conditions of planning permission for outline application with some matters reserved for the erection of 2 No. dwellings with access and landscaping.
- 

### **Decision**

1. The application for an award of costs is allowed in the terms set out below.

### **Reasons**

2. Parties in planning appeals normally meet their own expenses. However, the Planning Practice Guidance (PPG) advises that costs may be awarded against a party who has behaved unreasonably and thereby caused the party applying for costs to incur unnecessary or wasted expense in the appeal process.
3. The applicant alleges that the Council has acted unreasonably by imposing wrong conditions and refusing to review conditions during a subsequent reserved matters application.
4. The PPG specifically identifies unreasonable behaviour, under the heading "What type of behaviour may give rise to a substantive award against a local planning authority?" the action of imposing a condition that is not necessary, relevant to planning and to the development to be permitted, enforceable, precise and reasonable in all other respects, and thus does not comply with the guidance in the National Planning Policy Framework on planning conditions.
5. It will be seen from my main decision that I have agreed with the Council that conditions 1, 10, 13 and 14 in dispute are reasonable, relevant to the development permitted and necessary. It therefore follows that the imposition of these conditions do not result in unreasonable behaviour.
6. Moreover, although I have disagreed with the Council in respect of the necessity for the imposition of condition 16, the nature or effect of retaining the permitted development rights on the character and appearance of the area is a matter of planning judgement. As such, the imposition of this condition also does not in itself result in unreasonable behaviour.
7. However, the Council have by their own admission stated that they had imposed condition 17 in error. It is nevertheless put to me that the applicant could have submitted a further application to the Council under S73 of the Town & Country

- Planning Act 1990 (as amended) to seek removal of this condition. Nonetheless, the imposition of this condition was unreasonable and even given a differing mechanism to seek its removal, this would have resulted in unnecessary or wasted cost in the submission of such an application.
8. Moreover, in my main decision I have also found that condition 5 was not necessary or reasonable to make the development acceptable in planning terms, having regard to highway safety. While the Council may have had valid planning reasons for seeking to ensure visibility at the highway junction, the PPG makes it clear that it is not sufficient that a condition is related to planning objectives, it must also be justified by the nature or impact of the development permitted.
  9. In this particular case, junction improvements have already been carried out as part of an unrelated development. As such, given that the junction has the required visibility to prevent harm to users of the highway, which is now adopted by the Highway Authority, condition 5 is clearly not reasonable or necessary to make the development acceptable in planning terms.
  10. Finally, with regards the Council refusing to review conditions during a subsequent reserved matters application, the Council would not have the ability to vary conditions imposed on an outline permission as part of its consideration of reserved matters. This would be a matter for a S73 application. Consequently, even if the Council, in the applicant's view, offered no room for negotiation in relation to previously imposed conditions at reserved matters, given the legislative context this does not in itself result in unreasonable behaviour.
  11. To conclude, I have found that the Council acted unreasonably in imposing conditions 5 and 17, and this unreasonable behaviour put the applicant to the unnecessary cost of appealing against the imposition of those conditions.
  12. For the reasons given above, unreasonable behaviour resulting in unnecessary or wasted expense has occurred in respect of conditions 5 & 17 only, and a partial award of costs is therefore warranted.

### **Costs Order**

13. In exercise of the powers under section 250(5) of the Local Government Act 1972 and Schedule 6 of the Town and Country Planning Act 1990 as amended, and all other enabling powers in that behalf, IT IS HEREBY ORDERED that Somerset Council shall pay to Brett Adam Jacobs the costs of the appeal proceedings described in the heading of this decision limited to those costs incurred in respect of appealing against conditions 5 & 17 only; such costs to be assessed in the Senior Courts Costs Office if not agreed.

The applicant is now invited to submit to Somerset Council, to whom a copy of this decision has been sent, details of those costs with a view to reaching agreement as to the amount.

*S Harrington*

INSPECTOR