



**John Wright  
Town Clerk**

**Lyme Regis Town Council**

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Notice is hereby given of an extraordinary meeting of the **Lyme Regis Town Council** to be held on the Zoom video conferencing facility <https://us02web.zoom.us/j/87337933572> on Wednesday 26 August 2020 commencing at 7pm when the following business is proposed to be transacted:

John Wright  
Town Clerk  
21.08.20

*This is a formal council meeting, where the same standards of behaviour as normal are expected and all members are bound by the code of conduct.*

*This meeting will be recorded and recordings will be held for one year by the town council. If members of the public make a representation to the meeting, they will be deemed to have consented to being audio recorded.*

*If you wish to speak, please raise your hand and you will be invited to speak by the chairman, at which point your microphone will be unmuted.*

*Voting will also take place by show of hands and the chairman will indicate the votes have been noted.*

*If members have a pecuniary interest, they will be placed in the 'waiting room' where they cannot hear or participate in discussion and voting.*

*Members of the public can make representations at the beginning of the meeting in the usual way. **To ensure the smooth running of the meeting, members of the public are asked to provide advance notice and details of the issue they intend to raise.***

*If technical issues occur, the meeting may be paused to re-establish a connection. If a technological failure prevents the public from accessing the meeting or the meeting is no longer quorate, the chairman may adjourn the meeting.*

## **AGENDA**

### **1. Public Forum**

Twenty minutes will be made available for public comment and response in relation to items on this agenda

*Individuals will be permitted a maximum of three minutes each to address the committee*

### **2. Dorset Council Matters**

To receive updates from the Dorset Council ward member

### **3. Apologies for absence**

To receive and record any apologies and reasons for absence

### **4. Disclosable Pecuniary Interests**

Members are reminded that if they have a Disclosable Pecuniary Interest on their register of interests relating to any item on the agenda, they are prevented from participating in any discussion or voting on that matter at the meeting as to do so would amount to a criminal offence. Similarly, if you are or become aware of a Disclosable Pecuniary Interest in a matter under consideration at this meeting which is not on your register of interests or is in the process of being added to your register you must disclose such interest at this meeting and register it within 28 days.

### **5. Dispensations**

To note the grant of dispensations made by the town clerk in relation to the business of this meeting.

### **6. To confirm the accuracy of the minutes of the Full Council meeting held on 27 July 2020 (attached)**

### **7. Planning Committee**

To receive the minutes of the meeting held on **5 August 2020** and note the committee's comments made on planning applications under the power delegated by Full Council and consider the recommendations therein.

### **8. Community Grants**

To allow members to consider the allocation of community grants for the 2020/21 financial year

### **9. Lyme Regis Philpot Museum Term Grant**

To allow members to consider a request from Lyme Regis Philpot Museum to change the purpose of its term grant in year one

**10. Arrangements for Continuation of Town Bus Service**

To allow members to consider a request from the operator of the town bus service that the charge for the service extension from 1 September 2020 until 31 August 2021 be increased from £12,000 p.a. to £13,500 p.a.

**11. Parking Restrictions, Avenue Road**

To allow members to consider a request for new parking restrictions in Avenue Road

**12. Environmental Strategy**

To allow members to understand and address the climate change and environmental emergency

**13. Barclays Bank Mobile Banking Van**

To allow members to consider a request from Barclays Bank to park and operate a mobile banking van in Lyme Regis

**14. Lease Agreements with Lyme Regis Bowling Club**

To allow members to consider and approve lease agreements with Lyme Regis Bowling Club for the use of the green and club house, and the car park

Members consider and approve lease agreements Lyme Regis Bowling Club for the use of the green and club house, and the car park in line with standing order 23

**15. List of Payments**

To inform members of the payments made in the month of July 2020

**16. Debtors Report**

To inform members of outstanding debts and the steps being taken to recover them

*That in view of the confidential nature of the business about to be transacted, it is advisable in the public interest that the press and public be temporarily excluded while members consider this item in accordance with the Public Bodies (Admission to Meetings) Act 1960*

**13. Exempt Business**

*To move that under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting for this item of business in view of the likely disclosure of confidential matters about information relating to an individual, and information relating to the financial or business affairs of any particular person, within the meaning of paragraphs 1 and 8 of schedule 12A to the Local Government Act 1972 (see Section 1 and Part 1 of Schedule 1 to the Local Government (Access to Information) Act 1985), as amended by the Local Government (Access to Information) (Variation) Order 2006.*

**a) Agenda item 16 – Debtors Report**

LYME REGIS TOWN COUNCIL

MINUTES OF THE VIRTUAL EXTRAORDINARY FULL COUNCIL MEETING HELD ON  
WEDNESDAY 29 JULY 2020

**Present**

**Chairman:** The Mayor, Cllr B. Larcombe, MBE

**Councillors:** Cllr B. Bawden, Cllr J. Broom, Cllr R. Doney, Cllr K. Ellis, Cllr M. Ellis, Cllr C. Reynolds, Cllr D. Ruffle, Cllr D. Sarson, Cllr R. Smith, Cllr G. Stammers, Cllr G. Turner, Cllr S. Williams

**Officers:** A. Mullins (support services manager), M. Russell, (finance manager), J.Wright (town clerk)

**Absent:** Cllr L. Howe

**19/193/C Public Forum**

There were no members of the public who wished to speak.

**19/194/C Dorset Council Matters**

Cllr D. Turner reported on the climate and environmental emergency, which had been discussed by Scrutiny and Cabinet the previous week. He said Dorset Council (DC) now had a strategy document, supported by eight technical documents, although the costed plan and ownership of elements of that plan were missing. He said he had noted his discontent that the final plan wouldn't be ready for Cabinet early next year. However, he said DC had been doing a lot of work on climate change already with Low Carbon Dorset and the target was still to be a carbon neutral council by 2040, compared to the rest of Dorset which was 2050.

Cllr D. Turner reported on Community Infrastructure Levy (CIL) monies and new methods of payment. He said councils without a neighbourhood plan received 15% of CIL receipts, capped at £100 per council tax dwelling, whereas councils with a neighbourhood plan received 25% of the levy with no upper limit.

Cllr D. Turner said he had provided details to members about a Community Fridge webinar on 30 July.

Regarding Active Travel, Cllr D. Turner advised the council not to get carried away with ideas as there was limited funding and very little DC could do. He said there was a suggestion for 20mph speed limits in various streets in Lyme Regis and Charmouth and 'street closures' of 45 minutes around school opening and closing times.

Cllr D. Turner said DC had extended the local bus contract with Damory, which meant the service was secured for Charmouth Primary School and also enabled the Lyme Regis town bus service to run. He said he was aware the deputy town clerk was in discussions with Damory about additional stops.

Cllr D. Turner said there would be an emergency road closure of Church Street overnight on 6 and 7 August 2020 to connect utilities to a property.

Cllr B. Bawden said she understood DC had already earmarked projects in Weymouth to receive the Active Travel funding. She asked if the public consultation would lead to anything and if a portion of the funding had been kept back to investigate ideas from the public.

Cllr D. Turner said there was limited funding and it would not be enough for major projects or infrastructure changes. He said Weymouth had a large area of deprivation and it needed DC's help. He said the results of the consultation would be provided to town clerks.

#### **19/195/C Apologies for Absence**

There were none.

#### **19/196/C Disclosable Pecuniary Interests**

Cllr M. Ellis declared a pecuniary interest in agenda item 11, List of Payments, as it included payments to the Woodmead Halls for provision of public toilets. She said she had a dispensation so she would stay in the room for this item.

#### **19/197/C Dispensations**

There were none.

#### **19/198/C To confirm the accuracy of the minutes of the extraordinary Full Council meeting held on 1 July 2020**

Proposed by Cllr B. Larcombe and seconded by Cllr G. Turner, the minutes of the extraordinary Full Council meeting held on 1 July 2020 were **ADOPTED**.

#### **19/199/C Health Protection Regulations and Council Meetings**

Members agreed the council should continue with virtual meetings until the advice on face-to-face meetings changed.

It was acknowledged there were monthly Full Council meetings already scheduled.

#### **19/200/C Delegated Decisions**

Cllr M. Ellis said she did not support the decision to spend £10,000 on employing security guards as she believed this was a police matter.

The mayor, Cllr B. Larcombe said he could give testament to the kinds of emails and phone calls received from residents in the area, which prompted the decision. He agreed it should be handled by the police but Dorset Police had stated they didn't have the resources so the decision to employ security guards was to bridge that gap.

Cllr R. Doney said it was important to establish if this represented value for money and requested the following: statistics from before and after the guards were present,

including the number of reports and dates; a copy of the instructions to the security guards; and a copy of the guards' nightly logs.

Cllr D. Ruffle was concerned about what would happen when the security guards were no longer patrolling as he felt the problems would not go away at the end of the summer.

The mayor, Cllr B. Larcombe said he had written to the police and crime commissioner and inspector about the police provision in Lyme Regis but the security guards were a temporary solution to see if it made a difference.

The town clerk said there had been no reported incidents from the public about issues in the gardens since the security guards had been employed. He said he could produce a 'before and after' but suggested this was done after another week so there would be more data available. He added that a copy of the brief given to the security guards and a copy of their logs could also be provided.

### **19/201/C Financial Forecast 2020-21**

The town clerk said the overall financial position was beginning to strengthen and there was a greater degree of reliability on the forecast. He said one big variation which was not yet understood was the government's income loss scheme, which could be of benefit to the council, especially as car parking income was included in the scheme. However, it was believed commercial rents, for example units on Marine Parade, and the caravan and chalet park were not likely to be covered by the scheme.

The town clerk said he was still proposing there was a separate finance discussion once there was a sense of how the council might benefit from the scheme, which would enable officers to provide a more accurate forecast.

Based on prudent budget assumptions, the town clerk said a reserve of £200,000 was forecast at the end of the financial year, with the possibility this could strengthen if future funding levels matched the budget and if there was funding through the income loss scheme.

Cllr R. Doney asked what the trigger point would be for the council to look at options such as a loan and he suggested there should be a target reserve with a plan of how to achieve that. He said the council needed to reduce costs and increase income and suggested preparing a budget which showed an indicative 20% reduction in running costs.

The town clerk said he intended to put proposals to members about a increasing the council's reserve. He said there were trigger points in the forecast but it was important decisions were made before reaching those points. He added he intended to set targets for increasing income and reducing costs, some of which may be as part of a two-year plan.

The mayor, Cllr B. Larcombe said it was important the council built up its resilience in case there was another pandemic as the support from central Government would not be as forthcoming.

### **19/202/C Re-presenting Lists of Payments**

Members were concerned about the process of signing off the lists of payments as errors were not picked up and asked if there was a better system for presenting them.

The finance manager stressed the totals that were signed off were correct but a printing error meant some of the payments were not displayed on the lists.

The town clerk said lists of payments were structured around the needs of parish councils with a lower volume of payments and the rules meant the council was signing off payments which had already been made. He said members had a stewardship role in picking up anomalies and asking questions.

Proposed by Cllr D. Sarson and seconded by Cllr S. Williams, members **RESOLVED** to approve the schedule of re-presented payments for October, November, December 2019 for the sums of £212,448.82, £180,057.30, £132,078.11, respectively.

#### **19/202/C List of Payments**

In response to member questions, the finance manager said all beach hut refunds since March had been processed although many were made through the Gov Pay system, which meant they didn't show on the list of payments. He also confirmed he was in discussions with an electricity supplier about renewable energy.

Proposed by Cllr D. Sarson and seconded by Cllr D. Ruffle, members **RESOLVED** to approve the attached schedule of payments for February, March, April, May and June 2020 for the sums of £341,538, £176,366.81, £431,737.33, £278,853.52 and £178,182.55 respectively.

#### **19/203/C Largigi Rooms**

Proposed by Cllr G. Turner and seconded by Cllr M. Ellis, members **RESOLVED** that under Section 1, Paragraph 2 of The Public Bodies (Admission to Meetings) Act 1960, the press and public be excluded from the meeting for this item of business as it included confidential matters relating to relating to the financial or business affairs of any particular person within the meaning of paragraphs 1 and 8 of schedule 12A to the Local Government Act 1972 (see Section 1 and Part 1 of Schedule 1 to the Local Government (Access to Information) Act 1985), as amended by the Local Government (Access to Information) (Variation) Order 2006.

#### **19/204/C Exempt Business**

The town clerk updated members on developments since the report was written, which meant the matter had been taken out of the council's hands. He said the town council had a seven-year renewable lease with Dorset Council for the area of land concerned but had granted access to Largigi Rooms without consulting the town council.

On this basis, it was agreed it would be reasonable for the council to end the lease, if it so wished.

*The meeting closed at 8.24pm.*

**LYME REGIS TOWN COUNCIL  
PLANNING COMMITTEE  
MINUTES OF THE VIRTUAL MEETING HELD ON WEDNESDAY 5 AUGUST 2020**

**Present:**

**Chairman:** Cllr G. Turner

**Members:** Cllr B. Bawden, Cllr J. Broom, Cllr M. Ellis, Cllr B. Larcombe MBE,  
Cllr S. Williams

**Officers:** J. Wright (town clerk)

**19/114/P Public Forum**

There were no members of the public present who wished to speak.

**19/115/P Apologies**

Cllr C. Reynolds (personal commitment)

**19/116/P Minutes**

Proposed by Cllr B. Larcombe and seconded by Cllr J. Broom, the minutes of the meeting held on 10 March 2020 were **ADOPTED**.

**19/117/P Disclosable Pecuniary Interests**

There were none.

**19/118/P Dispensations**

There was no grant of dispensations made by the town clerk in relation to the business of this meeting.

**19/119/P Matters arising from the minutes of the meeting held on 10 March 2020**

There were no matters arising.

**19/120/P Update Report**

There were no updates.

**19/121/P Planning Applications**

Planning applications were considered in accordance with the details circulated.

- 1) **WD/D/20/001071 – FULL** (Received 24 June 2020)  
Rawlings – Erection of 5 detached dwellings – Henleys Acre, Timber Hill, Lyme Regis, DT7 3HQ  
*Members recommended that the application be **refused** because the proposal represented over-development of the site.*
- 2) **WD/D/20/001279 – FULL** (Received 24 June 2020)  
McNab – Demolition of single storey extension and balcony; construction of first floor extension over garage with sun deck above, second gable to east elevation and new balcony; installation of new windows, timber cladding to first floor and render to ground floor – Greenway House, Greenway, Lyme Regis, DT7 3EY  
*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*
- 3) **WD/D/20/001343 – FULL** (Received 19 June 2020)  
Richard & Wiscombe – Replacement of 4no. windows, relocation and replacement of front door – 25A Church Street, Lyme Regis, DT7 3DF  
*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*
- 4) **WD/D/20/001344 – LISTD BUILDING CONSENT**  
(Received 19 June 2020)  
Richard & Wiscombe – Replacement of 4 no. windows, relocation and replacement of front door and removal of internal wall – 25A Church Street, Lyme Regis, DT7 3DF  
*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*
- 5) **WD/D/20/001553 – FULL** (Received 24 July 2020)  
Duffell – Erection of single storey rear extension with new pitched roof, together with internal and external alterations, redecoration and repairs – 50 Church Street, Lyme Regis, DT7 3DA  
*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*
- 6) **WD/D/20/001384 – LISTED BUILDING CONSENT**  
(Received 24 July 2020)  
Duffell – Works to facilitate erection of single storey rear extension to rear with pitched roof, with indoor and outdoor alterations and repairs – 50 Church Street, Lyme Regis, DT7 3DA

*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*

- 7) WD/D/20/001420 – FULL** (Received 30 July 2020)  
Radcliffe – Repairs to existing slipway and extension of existing boat storage area – Lyme Regis Harbour, The Cobb, Lyme Regis

*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*

- 8) WD/D/20/001578 – FULL** (Received 24 July 2020)  
Bolton – Formation of balcony to front elevation – 13 Barfleur Rise, Lyme Regis, DT7 3QY

*Members felt they could not comment on the application as the application form was not available. It was agreed a response would be given in consultation with the chairman.*

- 9) WD/D/20/001619 – FULL** (Received 29 July 2020)  
Townsend & Bojence – Erect extension and alterations and widen existing driveway – Tresco, 1 Colway Lane, Lyme Regis, DT7 3AR

*Members recommended that the application be **approved** because there were no material planning considerations that would warrant its refusal.*

**19/122/P Amended/Additional Plans**

There were no amended/additional applications to be considered at this meeting.

**19/123/P Withdrawn Applications**

There were no withdrawn applications to be considered at this meeting.

**19/124/P Planning Decisions**

The decisions of the planning authority were received and **NOTED**.

**19/125/P Correspondence from Dorset Council regarding planning related matters.**

Members discussed the Government's review of the planning process and it was noted there wasn't much information available yet about the review. They asked for an update to a future meeting about Dorset Council's understanding of the review process and how it intended to review anything from that review.

*The meeting closed at 8.15pm.*

**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** Community Grants

**Purpose of Report**

To allow members to consider the allocation of community grants for the 2020/21 financial year

**Recommendation**

Members consider how the allocation of community grants for the 2021/21 financial year, having regard to the council's financial position

**Background**

1. On 13 November 2019, the Strategy and Finance Committee considered a report on future grant allocations. It was subsequently resolved by the Full Council on 20 November 2019 'to set the total amount of grants to local organisations in 2020/21, 2021/22, 2022/23, 2023/24 and 2024/25 at £80,000 per year'.
2. At the same committee meeting, members discussed the grant categories and agreed proposals would be brought back to members to replace the minor/medium/major grants with a 'social fund' and 'discretionary grants'.
3. On 17 December 2019, the Strategy and Finance Committee considered a further report on grants. It was subsequently resolved by the Full Council on 8 January 2020 to approve the introduction of term grants with a budget of £60,000 and community grants with a budget of £20,000.
4. The processes and timetables for inviting grant applications and making decisions on their allocation was also agreed.
5. At the Full Council meeting on 8 January 2020, members approved policies and procedures for both grant categories.

**Report**

6. As per the agreed timetable, public notices were placed in local newspapers, and the council's website, social media and noticeboards inviting local organisations to apply for a community grant of up to £1,000. Previous grant recipients were also written to and provided with an application pack.
7. By the deadline on Monday 9 March 2020, 29 applications had been received.
8. An extraordinary Full Council meeting was scheduled to take place on 8 April 2020 to allow members to consider the applications.
9. Due to lockdown and the temporary suspension of council meetings, this meeting did not take place and as such, no community grants have been allocated for 2020/21.

10. All applicants were notified the meeting would not be taking place and we would be in touch when meetings resumed, at which point they would be given three options: continue with the same application, submit a new application for a different purpose; or withdraw the application.
11. As there is still no prospect of physical meetings taking place and given the council's financial position, there is a fourth option: do not allocate community grants for the 2021/21 financial year and re-start the process for 2021/22, by which time the council's financial position will hopefully have strengthened.

Adrienne Mullins  
Support services manager  
August 2020

**Committee:** Full Council

**Date:** 26 August 2020

**Title:** Lyme Regis Philpot Museum Term Grant

### **Purpose of Report**

To allow members to consider a request from Lyme Regis Philpot Museum to change the purpose of its term grant in year one

### **Recommendation**

Members consider the request from Lyme Regis Philpot Museum to change the purpose of its term grant in year one

### **Background**

1. On 8 January 2020, the Full Council approved its policy on term grants.
2. Although there are governance and financial criteria applicants have to meet, the policy 'does not have specific criteria that organisations have to meet to be eligible for a term grant; the benefits an organisation can bring to the town, its residents and visitors differ widely.'
3. The policy expects applicants to provide, 'details of other grant applications and/or fund-raising activities' and states, 'the council will look favourably on organisations that show evidence of self-help, either by fundraising or obtaining funds from other sources'.
4. On 8 January 2020, the Full Council also approved an annual term grants' budget of £60,000.
5. On 4 February 2020, the Full Council considered applications from 18 organisations for term grants; the total value of these applications was £167,292. At that meeting members selected seven organisations as term grant recipients; the total value of these applications was £80,200. A copy of the report and a summary of the applications is attached, **appendices 9A and 9B**.
6. Members revised downwards the amounts requested by the seven organisations to fit its £60,000 annual budget and approved the following allocations:
  - Axe Valley and West Dorset Ring and Ride - £1,500pa for five years
  - Bridport and District Citizens' Advice Bureau - £4,500pa for five years
  - B Sharp - £5,000pa for five years
  - LymeForward CIC - £10,000pa for five years
  - Marine Theatre - £22,000pa for five years
  - The Hub (LRDT) – £10,000pa for five years
  - Lyme Regis Philpot Museum - £7,000pa for three years

### **The museum's original application**

7. The original application from the museum was, 'To support the museum's range of family events and activities, free to children and the immediate families from St Michael's and Mrs Ethelston's schools.'
8. The application requested annual funding of £10,000 for three years, i.e., 2020-21, 2021-22 and 2022-23. The application stated project running costs were £15,833 per annum.
9. The council's £7,000 grant represented an annual project contribution of 44%.

## Report

10. Because of Covid-19 restrictions, the museum has submitted a revised proposal for grant funding, **appendix 9C**.
11. In summary, the project is focused on local children and is for 2020 and 2021, only. The event is themed around the museum's centenary in 2021 and is sensitive to Covid-19 restrictions.
12. The revised proposal was not supported by any other funding, i.e. the application is for 100% of project cost. However, since raising this with the museum, the funding request for 2020/21 has been amended to £5,500. This represents a project contribution of 79%.
13. The project variation would be for year one, only. The museum would anticipate the original project going ahead as planned in years two and three (2021/22 and 2022/23), so museum would propose reverting to the original term grant of £7,000pa for the remaining two years.
14. Members need to consider the fit this application has with the qualifying criteria for term grants, the merits of this application over those applications which were rejected and the amount of money that should be allocated to the project.

John Wright  
Town clerk  
August 2020

**Committee:** Extraordinary Full Council

**Date:** 4 February 2020

**Title:** Award of Term Grants to Local Organisations

### **Purpose of Report**

To allow members to consider the award of term grants up to a total sum of £60,000 from 1 April 2020 for a period up to 31 March 2025 to Lyme Regis organisations whose functions or services are important to the community and its well-being

### **Recommendation**

Members consider applications from 18 organisations and award term grants up to a sum of £60,000 for the period from 1 April 2020 up to 31 March 2025

### **Background**

1. On 13 November 2019, the Strategy and Finance Committee considered a report on future grant allocations. It was subsequently resolved by the Full Council on 20 November 2019 'to set the total amount of grants to local organisations in 2020/21, 2021/22, 2022/23, 2023/24 and 2024/25 at £80,000 per year'.
2. At the same committee meeting, members discussed the grant categories and agreed proposals would be brought back to members to replace the minor/medium/major grants with a 'social fund' and 'discretionary grants'.
3. On 17 December 2019, the Strategy and Finance Committee considered a further report on grants. It was subsequently resolved by the Full Council on 8 January 2020 to approve the introduction of term grants with a budget of £60,000 and community grants with a budget of £20,000.
4. These amounts were agreed in principle and subject to stress-testing as members agreed there needed to be some flexibility changer the amounts if the level of demand required it.
5. The processes and timetables for inviting grant applications and making decisions on their allocation was also agreed.
6. At the Full Council meeting on 8 January 2020, members approved policies and procedures for both grant categories.

### **Report**

7. As per the agreed timetable, public notices were placed in local newspapers, and the council's website, social media and noticeboards inviting local organisations to apply for a term grant of between £1,000 and £30,000pa for up to five years, i.e. ending in 2024-25. Previous grant recipients were also written to and provided with an application pack.
8. The closing date for applications was noon on Monday 27 January 2020, by which time 19 applications had been submitted.

9. One application was later withdrawn as the amount requested fell within the community grants' category. This leaves 18 applications.
10. The schedule of applications is attached at **appendix 7A**, detailing the names of the organisations, the purpose of the grant, the amount requested, the number of years the funding is required for, the total project cost or annual running costs, and details of any other funding awards from the town council.
11. As applications vary from one year to five years, the total amount requested varies from year to year. Attached at **appendix 7B** is a schedule of the total amounts requested in each year from 2020-21 to 2024-25.
12. Nine of the organisations have requested funding for five years (2020-25); two organisations have requested funding for three years (2020-23); and the remaining seven organisations have requested one-off funding in 2020-21.
13. The application forms are at **appendices 7C to 7T**. Supporting documents are available for members to read in the council office and/or during the briefing session from 5pm to 6.30pm in the Guildhall on Tuesday 4 February 2020.
14. At the time of writing, some supporting documents had not yet been received but had been requested. A verbal update will be given at the meeting to confirm if all documents have been submitted.

### **Considering the applications**

15. Clearly the total amount requested in each of the five years exceeds the £60,000 budget, particularly in year one, decreasing in years two and three, and further decreasing in years four and five.
16. The importance of sticking to the budget has been emphasised several times at council meetings. Furthermore, over-spending on the term grants' budget would decrease the community grants' budget of £20,000.
17. With this in mind, officers held a meeting with Cllr R. Doney on 28 January 2020 to carry out some stress-testing of the applications. Each application was assessed according to the qualifying criteria set out in the policy and procedure.
18. Officers would suggest there are four applications which strongly meet the criteria of providing functions or services that are important to the community and its well-being. They are: Axe Valley and West Dorset Ring and Ride; Bridport and District CAB, LymeForward CIC; and The Hub.
19. It is recommended these four applications are given highest priority, although members may wish to discuss the level of funding requested.
20. Officers would suggest there are a further three organisations which meet the criteria and should be given some priority, although they are not felt to be as critical as the four high priority organisations. They are: B Sharp; Marine Theatre; and Lyme Regis Philpot Museum.

21. The funding requests from these 'priority' organisations total £80,200. With some adjustment of the amounts requested, funding could realistically be awarded to these seven organisations.
22. In considering the levels of funding which may be appropriate, members may wish to consider the following points.
23. B Sharp has received a grant of £5,000pa from the council for the past four years and has increased its request to £12,000pa.
24. Bridport and District CAB is requesting 100% of the costs of running the Lyme Regis outreach service. The council said greater emphasis would be put on self-funding.
25. This council disproportionately funds the Axe Valley and West Dorset Ring and Ride Service compared with other councils. A grant of £2,500 was awarded in 2019/20 and there were 151 return journeys by Lyme Regis passengers. This represents a subsidy of £16.55 per return journey. This is compared with Beaminster, whose town council awarded £500 in 2019 and there were 640 journeys by Beaminster passengers; a subsidy of 78p per journey. Also Axminster, whose town council awarded £1,000 in 2019 and there were 537 return journeys by Axminster passengers; a subsidy of £1.86 per return journey.
26. The council is offering certainty of funding over a period of time; in respect of the museum and the theatre, reduced funding could compensate for the certainty of funding over an extended period.
27. A separate process for the administration of community grants will start w/c 3 February 2020.

Adrienne Mullins  
Administrative officer  
January 2020

**APPENDIX 9B**

<b>Name of organisation</b>	<b>Purpose of grant</b>	<b>Amount requested (per annum)</b>	<b>Number of years funding is required for</b>	<b>Project cost or annual running costs</b>	<b>Other funding from LRTC</b>
Axe Valley and West Dorset Ring and Ride Service Ltd	Subsidation of community transport to elderly, disabled, isolated, parents with young children, and the poor	£ 3,000.00	5	£ 70,000.00	£9,000 between 2016 and 2020
Axminster and Lyme Cancer Support	To subsidise drop-in sessions, focused events and counselling for anyone who has, has had or of affected by cancer	£ 2,592.00	5	£ 12,960.00	Fossil Films grant 2019 - £5,000
Bridport and District CAB	Weekly outreach service at one or more locations in Lyme Regis	£ 5,200.00	5	£ 5,200.00	£19,706 between 2016 and 2020
B Sharp	Subsidise the Young Music Leadership Programme Hub Jams, and Boombox; to support administration, monitoring and evaluation of the programme; to support strategic development; and to unlock investment from other organisations	£ 12,000.00	5	£ 115,000.00	£27,000 between 2016 and 2020, including a major grant of £5,000pa
Lyme Folk Weekend	Free music events on the seafront stage and in Theatre Square	£ 2,000.00	5	£ 4,000.00	£2,739.60 between 2016 and 2020
LymeForward CIC	To contribute to core costs to enable continued delivery of services at the current level and work towards becoming self-sustainable	£ 10,000.00	5	£ 14,653.00	£60,000 between 2016 and 2020 (major grant £15,000pa)
Lyme Regis Fossil Festival (LRDT)	To support LRDT in organising, promoting and facilitating the festival	£ 6,000.00	5	£ 28,000.00	£20,000 between 2016 and 2020 (major grant £5,000pa)
Marine Theatre	To support the cultural programme and core costs not met by self-generated income or other grant funding	£ 30,000.00	5	£ 334,389.00	£120,000 between 2016 and 2020 (major grant £30,000pa)
The Hub (LRDT)	To contribute to core running costs of the building to continue running a facility for young people in Lyme Regis and surrounding areas	£ 10,000.00	5	£ 10,000.00	£40,000 between 2016 and 2020 (major grant £10,000pa)
Lyme Regis Musical Theatre	To purchase a new mobile piano/keyboard and a folding stage platform	£ 3,500.00	3	£ 19,500.00	£11,000 between 2016 and 2020
Lyme Regis Philpot Museum	To support the museum's range of family events and activities, free to children and immediate families from St Michael's and Mrs Ethelston's schools	£ 10,000.00	3	£ 15,833.00	£2,500 between 2016 and 2020
Guitars on the Beach	Costs of staging the event - hire of a stage and sound equipment, generator hire, advertising, banners	£ 6,000.00	1	£ 6,500.00	£3,500 between 2016 and 2020
Lyme Regis Bowling Club	To replace kitchen units and flooring, increase floor working space, increase access width into kitchen	£ 2,000.00	1	£ 5,100.00	N/A
Lyme Regis Gig Club	To commission the building of a new wooden Cornish pilot gig	£ 10,000.00	1	£ 26,000.00	£13,990.80 between 2016 and 2020
Lyme Regis Majorettes	To purchase a new sound system for the troupe's trailer to accompany performances	£ 5,000.00	1	£ 7,000.00	£3,300 between 2016 and 2020
Lyme Regis RC Parish	The restoration and preservation of the roof of SS Michael and George RC Church, as part of the wider, extensive restoration of the Grade II-listed church	£ 30,000.00	1	£ 52,580.00	N/A
Town Mill	To develop a new visitor experience in the ground floor of the mill building called 'Grain to Loaf'	£ 15,000.00	1	£ 15,000.00	£5,470 between 2016 and 2020
Uplyme and Lyme Regis Cricket Club	To revamp the lounge bar/kitchen area, also providing an area to hire out for small functions	£ 5,000.00	1	£ 7,300.00	£6,099 between 2016 and 2020
		<b>£ 167,292.00</b>			

## Lyme Regis Town Council Funding: Application for a Project Variation

Dear Brian,

As you know, the museum is unable to deliver the events within the museum utilising the support of the LRTC Term Grants in 2020-21 because of the Covid 19 emergency. Previously, I proposed to you that LRTC allow us to vary the project in this first year to deliver an alternative programme which will be aimed entirely at local children. You requested that I provide more detail of what we might do, and this is summarised below. The event will be themed around the museum's centenary in 2021.

I hope we have provided enough detail for you and your fellow councillors to approve of this alternative use of the term grant awarded to Lyme Regis Museum in this most exceptional year.

Best wishes

David

### Connecting with Lyme 100 Programme

This programme will be managed for the museum by Dot Wood, trustee of LRDT and respected local teacher, and will look to utilise the skills of local creatives. The project will be delivered in line with social distancing protocols and will be risk assessed. The museum will provide any PPE that might be required, and will follow appropriate child protection protocols.

### The programme will include:

1. Local children will visit the museum - Covid social distancing permitting – to be inspired by our collections and stories
2. Local children will create a Mini Museum in a beach hut to celebrate the centenary of the museum. The beach hut will be filled with memorabilia created based on 100 years of Lyme Regis Museum - Bunting, cushions, banners, illustrated books, mobiles, Victorian-style postcards - created through workshops in the museum and in schools.
3. Local children will work with story-teller and composer Martin Maudsley in St Michael's, Mrs Ethelston's and Charmouth Primary schools to create poems, stories and songs based on artefacts and stories in the museum.
4. Songs and stories will be written and performed by the children - recorded by visiting BBC broadcaster Debra Herne from the Windrose Rural Media Trust
5. These stories and songs will then be broadcast on Lyme Bay Radio
6. Older pupils from Woodroffe will engage with Lyme's older citizens, working with Debra Herne they will record the older people's stories and learning the communication skills needed to organise, edit and produce a radio interview. Along with the songs and stories of the younger children, their work will be broadcast on Lyme Bay Radio and within the Mini Museum Beach Hut.

### Timescale

This programme will run through the end of 2020 and early 2021 (in synch with LRTC financial years). The museum will provide a venue in its Learning Centre for this work.

### The Team

**David Tucker** Project Management and fiscal control

**Dot Wood** (Programme Coordinator) *(drawing, painting and printing workshops to decorate cushions, curtains, plates, pictures etc that will decorate the beach hut)*

**Alison Bowskill** drawing, painting and printing workshops to decorate cushions, curtains, plates, pictures etc that will decorate the beach hut

**Darrell Wakelam** *mobiles of creatures inspired by the museum collection that can hang from the roof of the beach hut/ pop up story books*

**Christine Allison** *Drawing workshops*

**Debra Herne** *Recording and radio workshops*

**Martin Maudsley** *story-telling and song writing*

**Chris Tipping** LRDT link and Radio Lyme coordinator

**Sue Davies** Lyme Forward Memory Café

We recognise the importance of ensuring that wherever possible, local creative people are used to deliver this programme so we may support the local economy in this difficult time.

### **Indicative Budget**

After school workshops in the museum 10 weeks - 3 staff £1200

In school workshops to primary schools 4 visits £400

Beach Hut hire and decorating £500

Publicity £300

Materials £650

Radio workshops in Langmoor room with Woodroffe students 3 days inc travel £1500

B and B for BBC radio presenter 3 days £240

Weekend workshops ( writing/art/ model making/poetry/ song writing) for members of the community 6 sessions at £150 - £900

Supervising Art and sort telling sessions from the beach hut during Easter week -5 days at £200 a day £1,000

Project coordinator £310

**Total £7,000.**

**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** Arrangements for Continuation of Town Bus Service

### **Purpose of Report**

To allow members to consider a request from the operator of the town bus service that the charge for the service extension from 1 September 2020 until 31 August 2021 be increased from £12,000 p.a. to £13,500 p.a.

### **Background**

1. The town bus service, service 71, has been operated by Go South Coast (Damory) for the last three years at a fixed price of £12,000 p.a. The town council meets the whole of this cost.
2. This price takes into account fare revenue from both paying passengers and concessionary fares. The latter make up about 95% of all passengers using the service, and their cost is reimbursed to the operator via Dorset Council.
3. The bus also provides a local school service funded wholly by Dorset Council and it is this service which meets the majority of the total cost of providing the bus and driver, i.e., without the linked school service, the cost of providing the town bus as a stand-alone service would be unaffordable.
4. The contract for the town bus service was due come to an end this August; coinciding with the end of the current schools' contract. Dorset Council decided in early August to extend the schools' contract by 12 months and it is intended to extend the town bus service by a similar period.

### **Report**

5. The bus operator has now contacted the town council and advised that the cost of providing the town bus service for the additional 12-month period needs to increase from £12,000 p.a. to £13,500 p.a. to reflect the reduced number of passengers and the correspondingly reduced level of fare income.
6. The reduction in passenger numbers is being attributed to the impact of COVID-19 and the largely elderly and/or vulnerable profile of passengers using the service. The operator advises that, since the service resumed in late June, fare numbers have averaged about 50% of 'normal'.
7. The additional cost would be to provide exactly the same service to the same timetable as existing. There has been no attempt to renegotiate the number of stops or the route taken or the days of service. Given the lead in time with the Traffic Commissioners for any such changes and the council's current budgetary constraints, this is something which would need to be introduced as part of any future, longer-term contract.

8. Members are requested to consider the requested increase in the cost of the service.

Mark Green  
Deputy town clerk  
August 2020

**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** Parking Restrictions, Avenue Road

**Purpose**

To allow members to consider a request for new parking restrictions in Avenue Road

**Recommendation**

Members support a consultation process to determine if a request should be made to Dorset Council (DC) to consider introducing new parking restrictions in Avenue Road

**Background**

1. On 20 March 2019, Full Council resolved to make a request to DC to extend the permit arrangements for Anning Road into South Avenue. Previously the Full Council on 12 December 2018 resolved to make a request to DC to employ waiting restrictions in Haye Lane.

**Report**

2. A resident of Avenue Road recently contacted the council to request parking restrictions in Avenue Road due to difficulty parking near home. Before making any decisions, the other residents of Avenue Road should be consulted for their views.
3. The permit system operating in Anning Road allows both residents and visitors to park in permitted zones provided they have 'booked' a permit, which can only be done online. For residents, permits can be 'booked' for either six or 12 months at a current cost of £40 and £70, respectively. No physical ticket is issued, the electronic system registers the details of permitted vehicles, which are then downloaded to the inspectors' hand-held devices.
3. DC is the highway authority and, as such, is ultimately responsible for considering such requests. DC will not do so unless the request is supported by the local town or parish council.
4. Even in those cases where there is local political support, this does not guarantee that the request will be actioned. Each request will be considered on its merits and prioritised against various criteria. Resources are only available to implement a relatively small number of requests each year.

Matt Adamson-Drage  
Operations manager  
August 2020

**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** Environmental Strategy

**Purpose**

To allow members to understand and address the climate change and environmental emergency

**Recommendations**

Members approve action on the following goals on the basis that no/low cost options will proceed as soon as possible and significant cost options are deferred to be addressed at budget-setting later this year:

- a. A carbon neutral target of net zero by 2030 has been set. Interim targets of 10% reduction per year could be set
- b. Draw up and launch the net zero plan to achieve the ambition of carbon neutral net zero
- c. Annual corporate environment and sustainability reporting to commence in 2021
- d. Draw up a relevant environmental legislation list and keep it updated
- e. Commence work to be accredited to at least BS8555 phase three and engage an environmental consultant/auditor
- f. An environmental aspect assessment and carbon footprint the council's activities and services
- g. Review of the Environment Policy
- h. A header on every council agenda stating, 'Members are reminded that in reaching decisions they should take into consideration the town council's decision to declare a climate emergency and ambition to become carbon neutral by 2030 and beyond'
- i. Work with Dorset Council to help undertake carbon foot-printing for Lyme Regis
- j. Identify and source environmental funding
- k. Review the climate action and environmental initiatives list from November 2019, **appendix 12A**
- l. Move to green energy tariffs
- m. Electronic ways of working/paperless agendas for councillors
- n. Members undertake carbon literacy training, appendices 12B and C
- o. Implement a 'green contractor preferred' scheme
- p. Implement green ESG investments and banking (known as Ethical, Social and Governance investment or socially responsible investment)
- q. Electrical bike rental scheme
- r. Electric/hybrid car club scheme

**Background**

1. The council declared a climate emergency at Full Council on 24 July 2019. A climate action and environmental initiatives list was drawn up before the budget setting meeting in November 2019, appendix 12A.

## Report

- The subject area is vast and therefore the report will summarise topics in-brief and will be broken into two parts. Part one is intended as a brief non-exhaustive guide to the environment for Councillors who are not familiar with the subject including details on megatrends, climate change, CO<sub>2</sub>, implications, global governmental action, sustainability, legislation, international standards and environmental management systems for governance. Part two is a brief on what has been done by this and other councils, what is planned and what could be done going forwards, including implementing an environmental management system, aspect assessment, target setting, monitoring and auditing.

### PART ONE

#### 3. Megatrends

**Population** – In 1970 there were half as many people as there are today and 6% of all the people who have ever lived are alive today. The UN predicts the world population will reach 10 billion by 2056.<sup>1</sup> In the UK the population was 64 million in 2014 and predicted to be 70 million by 2027 and is becoming increasingly elderly. The over 80's age group is the fastest growing.

**Globalisation** has seen an increase in the use of resources and the exchange of goods and a growth of global middle classes has increased consumer demand on finite resources.

**Urbanisation** – cities are expanding. In 2000 50% of people lived in a city, by 2030 it will be 60%.

**Energy consumption:** with a world population of 8 billion in 2030 we will need 50% more energy, 40% more water and 34% more food.<sup>2</sup> Fossil fuel use has increased dramatically in the last 50 years.

**Resource depletion** of non-renewables such as fossil fuels. Rare Earth elements are being depleted for use in electronics, mobile phones, solar panels etc

**Biodiversity loss and ecosystem decline.** It is estimated that current extinction rates mean that Earth is in its sixth 'Mass Extinction Episode' with the previous one being the dinosaur extinction 65 million years ago.

#### 4. Climate Change and Global Warming

Simple definitions:

**Greenhouse effect** is the heating of the Earth's surface due to the presence of an atmosphere containing Greenhouse gases (GHG) (CO<sub>2</sub>, water vapour, methane, nitrous oxide, hydrochlorofluorocarbons) that absorb and emit long wave radiation. The effect is natural. Without the effect the Earth's average temperature would be minus19°C rather than plus15°C. Human activity is exacerbating the effect leading to global warming.

**Global warming** is the process by which the average surface temperature on the Earth increases- primarily by the presence of GHG's. Global temperatures increased by 0.85° between 1880 and 2010.<sup>3</sup> It is now rising at 0.2° per decade.

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<sup>1</sup> Source UN Department of Economic and Social Affairs - Population Division

<sup>2</sup> US National Intelligence Council

<sup>3</sup> Intergovernmental Panel on Climate Change IPCC

**Climate change** is the change in the long-term distribution and severity of weather patterns by changes in global temperature.

## 5. **CO2**

About 80% of CO2 emissions comes from burning fossil fuels and cement production. The other 20% from land-use change (deforestation). CO2 increases in the atmosphere are proportional to global temperature rises. Almost half of these emissions have remained in the atmosphere. Oceans have taken up 30% and terrestrial ecosystems have taken up the rest.

Using ice-core data we know that there is now more CO2 in our atmosphere than at any point in the last 800,000 years. Even if we stopped all emissions today lag effects would mean global warming would continue for 20 to 30 years. 95% of scientists agree that half of global warming is caused by humans.

1 trillion tonnes is sometimes referred to as the world's carbon budget to potentially keep us below 2 degrees of warming. We have already used half a trillion and are projected to use the other half within 30 years.<sup>4</sup> The IPCC warns that we have less than 18 months to change trajectory in order to avoid potentially unstoppable climate tipping points.

## 6. **Implications**

Water scarcity, ice caps melting, sea level rises, crop yield reductions, extended heat waves, extended droughts, increase in extinctions, loss in biodiversity.<sup>5</sup> Specific details are available from the link in the footnote reference collated from over 70 peer reviews.

## 7. **Global Action**

### **1988 International Panel on Climate Change 1992 Earth Summit – Rio de Janeiro**

UN Framework Convention on Climate Change (UNFCCC) – a treaty setting out a broad framework of objectives, principles and commitments for tackling climate change. No binding targets were set.

### **1997 Kyoto Protocol**

Developed countries were set a target of reducing GHG global emissions by 5.2% between 2005-2012 – targets varied by country (eg. EU 8%, UK 12.5%). Targets were legally binding – with penalties for non-compliance. Came into force in 2005.

### **2015 Paris Agreement (CoP 21)**

A commitment to keep global warming below 2°C. Discussions suggested that a new limit of 1.5°C should be established. The agreement was signed by 177 UNFCCC members. In June 2017 President Trump announced his intention to withdraw from the agreement.

## 8. **UK Action**

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<sup>4</sup> Idem

<sup>5</sup> [www.carbonbrief.org](http://www.carbonbrief.org) has listed implications drawn from over 70 peer reviews.

The UK set a GHG reduction target of 80% by 2050 under the Climate Change Act 2008 and was the first country in the world to set a carbon reduction law. More than 80 other countries have now set targets.

In 2019 the UK went further and committed legislation to end its contribution to global warming by becoming net zero by 2050 ie. increasing the target to 100% by 2050. To date the UK have reduced carbon emissions by 42% not least due to ceasing to use coal power stations and increasing the renewable energy supply.<sup>6</sup>

## 9. Sustainability

If everyone on the planet consumed as many natural resources as the average person in the UK we would need three planets to support us (for the US the statistic is five planets). The UN Sustainable Development summit in 2015 produced the 2030 Agenda for Sustainable Development and listed 17 global goals.<sup>7</sup> They range from tackling poverty and inequality to responsible consumption, clean water, climate action, renewable energy and sustainable communities.

There are several theories and concepts for sustainable development including the Brundtland Commission's triple bottom line or three pillars and the Stockholm Resilience Centre's nine planetary boundaries concept.<sup>8</sup>

## 10. Legislation and Instruments of Control to tackle climate change

Legal instruments are extensive and are often specific to various activities. There are several international agreements and conventions pertaining including the Montreal Protocol on Substances that Deplete the Ozone layer 1989 and the Convention on the International Trade in Endangered Species 1973. Examples of UK legislation are the Climate Change Act 2008, Environment Act 1995, Environmental Protection Act 1990, Wildlife and Countryside Act 1981, Control of Pollution Act 1974, Energy Acts, Planning and Energy Act 2008, Clean Air Act 1993, Endangered Species Act 1976, etc. It is recommended that a register of environmental legislation that is relevant to this council should be drawn up and kept up to date.

Fiscal instruments such as the climate change levy where organisations pay the tax on every unit of energy used are also employed by Government.

Market-based instruments of control such as the EU Emissions Trading System are where large emitters of GHG receive or buy allowances that limit their emissions, any surplus allowance can be traded on an open market. At the end of each year the organisations must surrender enough emissions allowances to cover their emissions.

### Regulators

The UK regulators are the Environment Agency (EA) & Local Authorities. The EA was established in 1995 and is a non-departmental public body sponsored by DEFRA. Its overall responsibility is the protection and enhancement of the environment in England.

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<sup>6</sup> <https://www.gov.uk/government/news/uk-becomes-first-major-economy-to-pass-net-zero-emissions-law>

<sup>7</sup> <https://www.un.org/development/desa/disabilities/envision2030.html>

<sup>8</sup> <https://www.stockholmresilience.org/research/planetary-boundaries/planetary-boundaries/about-the-research/the-nine-planetary-boundaries.html>

Local authorities regulate on a range of environmental matters including, local authority air pollution control, statutory nuisances (e.g noise, odours and smells), contaminated land, land use planning and tree preservation orders.

## 11. **Standards and Governance**

The International Standards Organisation developed the ISO 14000 family of standards related to environmental management. It helps organizations minimize how their operations negatively affect the environment; comply with applicable laws, regulations, and other environmentally oriented requirements; and continual improvement in the above. ISO14001 is the certification of an approved audited environmental management system (EMS).

The equivalent British Standard is BS8555. The British Standard has six key phases, each of which has been divided into a number of key stages. In BS8555 certification, the council can work towards achieving the criteria defined for each of the stages. When the sixth phase is complete ISO14001 can be applied for. The six phases are; establishing a baseline, identifying and assuring compliance with legal and other requirements, developing objectives, targets and programmes, implementation and operation of the EMS, checking, audit and management reviews, EMS acknowledgement.

## **PART TWO**

### 12. **Dorset Council Strategy**

DC announced its strategy in July this year with a costed delivery plan to follow, but it has not set a carbon neutral net zero target earlier than 2040 with the rest of Dorset to be carbon neutral by 2050. The most proactive councils are planning to be net zero by 2030.<sup>9</sup> Some of the highlights of DC's strategy are as follows;

- Maximise renewable energy opportunities of all DC buildings; convert all off-grid DC buildings to heat pumps or biomass, convert heating of all on-grid buildings to hydrogen-ready hybrid heat pumps, install largest possible capacity solar arrays on every building.
- Construct large renewable energy installation on council-owned land to meet the council's demand.
- Ensure Dorset Council supports sustainable development by prioritising social and environmental well-being as well as economic value
- Carry out internal waste audits across our operations and create waste reduction plan
- Increase biodiversity on identified areas of council land, and increase area of council owned or managed land for ecological and carbon sequestration outcomes
- Change as many vehicles within council fleet as possible to ultra-low-carbon replacements. Provide electric vehicle charging points and other ultra-low-emission fuel alternatives across the council property estate

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<sup>9</sup> For example, Bristol City Council, Exeter City Council, Wiltshire Council and more. The UK Governments target is 2050.

- Look at new ways of working to reduce carbon emissions as people move from home to work
- Encourage green business growth and tourism as Dorset becomes *the* clean air place to live and visit.

### 13. **Work to Date – Local Organisations**

The One Planet Working Group was set up as part of the Climate and Environmental Emergency declaration by the town council in July 2019 to co-ordinate community groups and individual engagement with the council's action planning. There are several local organisations working towards various local environmental aspects: Turn Lyme Green (Plastic Free Lyme), Garden Growers, Community Support Group. Lyme Regis Society/U3A and others have interests or concerns for environmental, social or sustainability issues.

We also enjoy support from others such as Litter Free Coast and Sea for Dorset. Lyme Regis also gained Plastic Free Community status from Surfers Against Sewage in 2018 and in 2019 was included as a finalist in a shortlist of three from 850 entries for a UK Plastic Free Communities award.

The locally-run Word Forest Organisation is a charity dedicated to planted trees. The focus is on Kenya but they have planted a substantial number of trees locally as well as supporting local environmental initiatives.

Garden Growers now have over 600 members and the founder is now working on opening a local community farm where fresh local produce will be free to the local community.

The community support group which has been vital for Lyme Regis during the COVID-19 pandemic is planning to develop its role, working closely with the lead social prescriber, in looking after residents' needs, including finding ways to engage the community, alongside other groups in building Lyme back better after such upheaval.

### 15. **Work to Date – LRTC**

This council declared a climate emergency in 2019 and set a target of 2030 to be net zero for carbon emissions, a target of no more than +1.5°C for global warming, and to support the UN's 17 global goals for sustainability. A list of climate action and environmental initiatives to work towards was drawn up, **appendix 12A**.

We have already purchased our first electric vehicle and have a contract to have electric charging points installed in our car parks underway.

The financial implications of the pandemic has stalled the replacement of the Kawasaki Mule with an electric Polaris Ranger.

We have also engaged with the community on wildflower meadow planting, tree planted with the Word Forest Organisation, trialled an area outside the football club and stopped using glyphosate weedkilling products.

We are at the end of our current energy contract and the deputy clerk is investigating moving us to a green supplier using green energy tariffs going forwards.

Lyme Regis was selected as one of three towns in the UK to participate in a major research project with the Royal College of Art, Transport Planning Society, Royal Town Planning Institute and other stakeholders (NALC, the RAC Foundation, NALC, Living Streets, Sustrans etc) to create new ways to enable socially inclusive engagement. The Royal College of Art's 'Our Future Lyme' survey is being run through the Community Support group to enable the radical change in community engagement the sponsors are seeking.

Cllr Bawden has also been offered the opportunity for the council to become the first carbon literate town council in the country, involving councillors and officers undertaking carbon literacy training. Information is available at **appendices B and C**.

## 15. **LRTC Action Going Forward**

LRTC will naturally act on what it controls and can afford and will work to influence others to change.

### **Where to Start – Getting to Target**

While the net zero target was set for 2030, staged interim targets of 10% reduction per year could also be set and monitored with the help of a carbon budget. Exeter City Council, among others, is striving for a similar goal.<sup>10</sup> This would also hopefully apply some influence with DC to be more ambitious with its own target. Changing our vehicles/equipment to electric, greener energy tariffs, solar panels, greener investments and changing our heating systems, etc, could all be achievable relatively quickly provided the council can afford it, but over ten years would be a more realistic proposition. Influence over those that lease with us will be more difficult.

### **Environmental Aspect Assessment**

There are several tools that can be used to assess the current impact of the council's activities on the environment, including carbon footprinting. The operations manager has already begun an Environmental Aspect Assessment. This assesses the activities and services this council undertakes and establishes how they affect the environment. It then scores, like a risk assessment, the significance of those activities. This significance evaluation will be useful in determining what are the council's biggest environmental impacts and determine what to do to reduce and eradicate them. This will form the basis of the formal work behind LRTC's priority of actions to tackle the problem.

### **Carbon Footprinting**

Wider-scoped initiatives such as carbon foot-printing Lyme Regis as a town will be too large a project for in-house staff to undertake and will be more difficult due to the influx of summer visitors to the town and their associated seasonal impacts as well as the various businesses, properties and activities across the town. Scope is key here. What we can start to look at is carbon footprinting the council's activities and services and compare that to a carbon budget based on a net zero target date. Dorset Council is undertaking work to better carbon footprint its activities and services but there is no plan to carbon footprint Dorset as a whole at this time – current data is largely an estimation. LRTC should be ready to work with DC to help produce data for Lyme Regis should that become necessary.

### **Funding**

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<sup>10</sup> <https://netzeroexeter.co.uk/>

LRTC will act as a vehicle for drawing environmental funding for ourselves and others. For example, the UK Governments Office for Low Emission Vehicles grant for installing our electric car charging points is being investigated.

## **Reporting**

Annual corporate environment and sustainability reporting should commence in 2021 to include details of progress towards to net zero.

## **Auditing and Accreditation**

This council could qualify up to BS8555 phase three quite quickly with third party accreditation. An external auditor should be appointed to commence discussions about setting up an environmental management system.

## **Contractor Management**

Contractors that the council employ should meet an 'green test'. Where possible those contractors with a greener record will be preferred over others, regardless of cost where possible. This will help the climate emergency by influencing other contractors to become greener while keeping our indirect environmental impacts as low as possible.

## **Rental Bike and Car Scheme**

Cllr Bawden would like the council to discuss an electric bike rental scheme and an electric/hybrid car community share scheme. The former will be expensive to set up, the latter less so as it operates with subscribers to share/book the vehicle. The topic will be introduced by Cllr Bawden at the meeting. This will require the council to agree the use of a parking space.

## **The Plan**

The COVID-19 pandemic has delayed work to address the climate and environmental emergency and achieve success in more Sustainable Development Goals as staff have been furloughed and training was delayed. A plan for achieving the set target will be set out, costed and budgeted. Work will commence on this immediately and it will be produced along with budget setting later this year drawing on information from the Environmental Aspect Assessment and the council's carbon footprint.

Matt Adamson-Drage  
Operations manager  
August 2020

Climate Action and Environmental Initiatives - Lyme Regis Town Council October 2019			
Transport - prioritise walking and cycling, promote public transport and support switch to electric vehicles			
	LRTC Direct Action	LRTC Influence, promotion, guidance and support	LRTC collaborations and partnerships
1	Replace works vehicles with electric		
2	Introduce free Town Bus service. Extend to Uplyme. Offer free to Gateway card holders. Consider eventual link to Charmouth and Charmouth Road Park & Ride.		Collaborate with Uplyme.
3		Investigate electric town bus.	
4		Encourage public transport use.	
5		Support better bus service provision and links to other transport providers to increase opportunities for work and learning	
6		Car parking carbon offset levy - OPWG? Liaise with Dorset Council.	
7	Additional bicycle racks near Cobb Gate, Monmouth Beach & other locations.		
8	Introduce electric charging points in car parks.		Seek charitable and/or grant funding.
9		Introduce car charging points on residential roads - Dorset Council.	
10		Develop a Co-Car rental scheme with neighbouring councils. OPWG?	Develop with neighbouring local councils.
11		Develop a Co-Bike rental scheme with neighbouring councils. OPWG?	Develop with neighbouring local councils.
12		Encourage more cycling.	Work with cycling & health charities.
13		Improve bicycle access into town (perhaps with Sustrans?)	Work with others to develop cycle routes and signage
14		Work with Lyme Forward, Chamber of Trade, NHS etc to encourage employers to offer Cycle-To-Work schemes/loans.	Lyme Forward/Chamber of Trade.
15		Investigate ways to rationalise road freight deliveries into town e.g. restricted hours, out of town freight hubs.	Highways Officer/Dorset Council/Highways Agency
16	Contact SatNav companies to issue guidance on routes		
17		Plan a number of 'car-free' days or weekends to pedestrianize Lyme's historic heart - OPWG?/DC.	Dorset Council.
Energy - reduce energy demand, improve energy efficiency and convert to renewable or low carbon technologies for energy and heat needs			
	LRTC Direct Action	LRTC Influence, promotion, guidance and support	LRTC collaborations and partnerships
18	Move to green utilities	Promotion of environmental & energy efficiency initiatives	
19		Seek deal for community uptake of renewable energy/OPWG	Work with Regen and recommended partners
20	Solar panels on cadet hut		
21	Investigate solar panels on council buildings where possible		
22		Support community solar potential project	Community solar potential project - OPWG/Woodroffe?
23		Street lighting review	
24		Support development of community energy scheme.	Dorset Community Energy? Regen?
25		Work with Regen and others on energy efficiency - LRTC/OPWG	Regen.
26		Work with Low Carbon Dorset - LRTC/OPWG.	
27	Environmental Office refurbishment		
28	Electronic office		
29	Insulation and energy efficiency of council buildings.		Work with Low Carbon Dorset and Centre for Sustainable Energy.
30		Work with Magna Housing to promote retro-fit energy conservation in social housing	Work with Low Carbon Dorset and Centre for Sustainable Energy.

31		Promote improving the energy performance of private households by running workshops e.g. on climate-smart initiatives and renewable energy installations	Work with Low Carbon Dorset and Centre for Sustainable Energy/OPWG?
32		Work with business community to adopt and measure energy efficient	Work with Lyme Forward/Chamber of Trade.
33		Systems to track carbon footprint, energy usage and the impact of initiatives. Dorset Council, Daryl EAP.	
<b>Economy, housing and waste - support local economy to ensure homes are climate-proofed while reducing, re-using and recycling materials</b>			
	<b>LRTC Direct Action</b>	<b>LRTC Influence, promotion, guidance and support</b>	<b>LRTC collaborations and partnerships</b>
34	Water points on sea front (to reduce SUPs)		
35	Work with DWP to improve recycling - seafront		OPWG with Turn Lyme Green.
36		Work with DWP to improve recycling for holiday homes.	OPWG with Turn Lyme Green.
37	Recycling signage on bins.		OPWG with Turn Lyme Green.
38		OPWG - Encourage decoration on domestic bins - TIC?	OPWG with Turn Lyme Green.
39	Develop Business Case for water loss		
40		Lobby government through Dorset Council and DAPTC to amend planning regulations to improve energy efficiency measures for listed buildings and conservation areas. OPWG.	
41		Develop better links with Dorset Council, the Environment Agency, DEFRA and others to mitigate flood risk and coastal erosion; liaise with Uplyme Parish Council/EDDC/Devon CC as needed	
42	Seek to become a Sustainable Tourism destination. Encourage the business community to adopt sustainable and ethical practices through Lyme Forward and the Chamber of Trade.		Lyme Forward and Chamber of Trade
<b>Food, land use and natural environment - promote sustainable land management, tree planting to help absorb carbon and water, encourage</b>			
	<b>LRTC Direct Action</b>	<b>LRTC Influence, promotion, guidance and support</b>	<b>LRTC collaborations and partnerships</b>
43	Tree planting, rewilding and wild flower planting. Review LRTC green spaces.		
44		Investigate wider tree planting, wild flower and rewilding collaborations.	Research and publish a Tree-Plan - work with Turn Lyme Green on community orchard and further tree-planting initiatives
45		Influence Dorset Council to plant roadsides with wildflowers where possible, cut verges less.	
46		Discuss the development of Slopes Farm as a community amenity with Woodland Trust.	
47		Support Lyme Forward with the Community Cafe and Food Bank programmes which aim to minimise food waste and increase food preparation knowledge and skills	Lyme Forward/OPWG?
48		Support Lyme Forward / Chamber of Trade / OPWG to promote local food and reduce waste.	Support Lyme Forward/Chamber of Trade/Turn Lyme Green/PFL/OPWG in creating stronger links between food producers, local organisations, shops to promote local food and avoid food waste
49		Support and promote the marine environment, including Lyme Bay Marine Reserve and environmentally friendly marine engines	Work with maritime community/Blue Marine/Turn Lyme Green

<b>Public engagement - to involve residents and visitors in accelerating the response to the climate emergency whilst building resilience to future impacts</b>			
	<b>LRTC Direct Action</b>	<b>LRTC Influence, promotion, guidance and support</b>	<b>LRTC collaborations and partnerships</b>
50	Develop Community Engagement Strategy		
51		"Race to Zero" challenge with neighbouring councils - to engage the public while sharing best practice	
52		Establish inter-council environmental collaboration/knowledge sharing (DAPTC etc)	Meet county, town and parish councils to share ideas and scale-up opportunities.
53		Encourage residents and community groups to support the One Planet Working Group and others to pledge active participation in the UN Sustainable Development Goals	OPWG & community groups.
54	As part of the Strawberry Fields Feasibility Study, consider residential learning and community sports and leisure centre - to position Lyme Regis as leading sustainability, well-being and environmental science expertise.		Lyme Forward/Coastal Communities Team
55		Establish a People's Climate Change Panel to include young people	Green New Deal/Centre for Sustainable Energy as guidance.
56		Work with local schools to promote health, social well-being and more sustainable lifestyle, as well as climate and environmental action. Festival e.g. on a car-free day.	OPWG / TLG+PFLR/Lyme Forward
57		Support OPWG to undertake a <i>Green Survey</i> in Lyme and neighbouring areas to create a <i>Green Directory</i> of environmentally services and businesses. E.g. Plastic-Free Champions, Refill Scheme, Green Tourism Awards, ethical employers and local producers.	OPWG / TLG+PFLR/Lyme Forward/Chamber of Trade
<b>Values and policies</b>			
	<b>LRTC Direct Action</b>	<b>LRTC Influence, promotion, guidance and support</b>	<b>LRTC collaborations and partnerships</b>
58	Move to ethical Investments		
59	Investigate implications of including environmental conditions in all policies and contracts.		
60	Consider all external funding opportunities at national and EU level e.g. "Green New Deal"		
61		OPWG - Work with public regional bank to invest in green community infrastructure projects	South West Mutual?
62	Consider the 'Preston Model' procurement system.		
63		OPWG - Investigate further accreditations e.g. Earth Protector Town,	Work with accredited organisations - OPWG/TLG/Lyme Forward?
64	Climate and environmental impact; ethical, sustainable and community outlook in all grant giving		
65		Social and 'Just Transition' - working with OPWG/Lyme Forward/Dorset Community Action and other community groups to encourage and develop skills and rewards for volunteers to encourage participation and reduce social isolation	

## Carbon Literacy accreditation for Lyme Regis Town Council

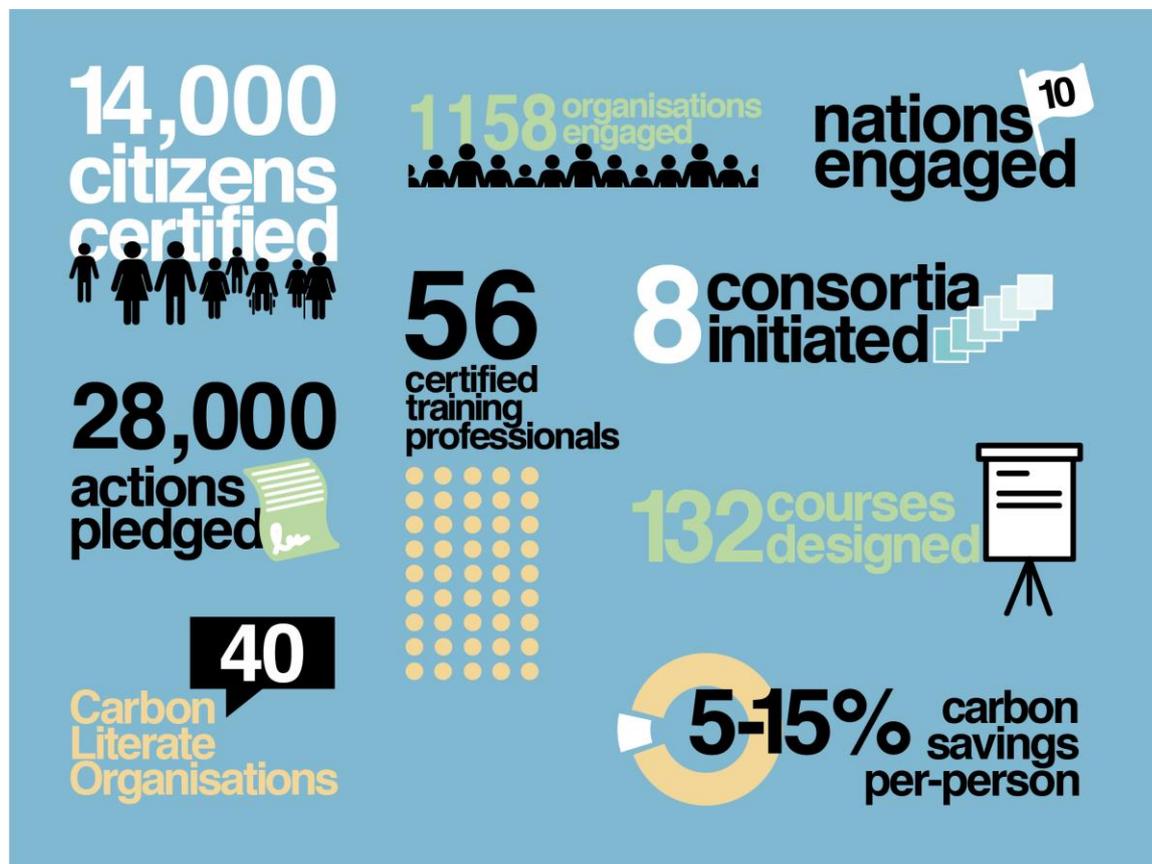
The **Carbon Literacy Project** defines **Carbon Literacy** as:

"An awareness of the carbon dioxide costs and impacts of everyday activities, and the ability and motivation to reduce emissions, on an individual, community and organisational basis."

The Project initiates and helps to deliver Carbon Literacy in a unique and award-winning way through the certification of people and organisations by their participation in a day's-worth of learning about climate change, which the participants themselves help to devise.

Today, over 14,000 individuals and more than 40 organisations are Carbon Literate.

Examples include Manchester City Council, Salford, Stockport, Leeds, Nottinghamshire County Council, Yorkshire Water, Keep Scotland Beautiful and ITV.



The Carbon Literacy project is endorsed and accredited by the UK government, BEIS (Department for Business, Enterprise and Industrial Strategy) and was awarded a UN award as a transformative project at the COP21 Paris Climate conference.

## Why Apply to Achieve Carbon Literate Organisation Accreditation?

The Carbon Literate Organisation (CLO) accreditation is the visible 'badge' that showcases an organisation as

- (i) committed to Carbon Literacy (CL)
- (ii) having a substantial number of people who are Carbon Literate, and
- (iii) having a commitment to support its Carbon Literate people and maintain its low carbon culture.

An organisation uses this status to better interact with its communities – whether they are staff or customers, neighbours, learners, suppliers or stakeholders.

There are four levels of accreditation; Bronze, Silver, Gold and Platinum, reflecting increasing levels of Carbon Literacy commitment and achievement within an organisation.

A Carbon Literate Organisation will typically experience decreased in-house energy and resource consumption, improved organisational profile, healthier and happier staff, a healthier working environment, a safer supply chain, lower variable costs, enhanced competitiveness, and reduced commercial risk.

CLO accreditation also demonstrates an organisation's corporate social responsibility in the clearest possible way.



## The Carbon Literacy Project:

### Carbon Literate Organisation Standard

Version 1.3

*“An awareness of the carbon costs and impacts of everyday activities and the ability and motivation to reduce emissions on an individual, community and organisational basis.”*

### Acknowledgements

In preparing this Standard Cooler Projects CIC would like to gratefully acknowledge all those people and organisations who have contributed their time, knowledge and goodwill to influence and improve this Standard and support the Carbon Literacy Project.

We would particularly like to thank:

The founding members of The Carbon Literacy Working Group;

The current and former trustees of The Carbon Literacy Trust

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and

**Founding Sponsor of The Carbon Literacy Project:**

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## Introduction:

### Why Apply to Achieve **Carbon Literate Organisation** Accreditation?

The Carbon Literate Organisation (CLO) accreditation is the visible 'badge' that showcases an organisation as (i) committed to Carbon Literacy (CL), (ii) having a substantial number of people who are Carbon Literate, and (iii) having a commitment to support its Carbon Literate people and maintain its low carbon culture. An organisation uses this status to better interact with its communities – whether they are staff or customers, neighbours, learners, suppliers or stakeholders.

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CLO accreditation also demonstrates an organisation's corporate social responsibility in the clearest possible way.

### What is a **Carbon Literate Organisation (CLO)**?

Carbon Literacy makes a tangible contribution to staff well-being, to the effectiveness of workplace learning, to the employability of learners, to the efficiency of work-places, to the competitiveness of companies – and of course to our collective role in tackling climate change.

The CLO accreditation supports the development (and recruitment and retention) of a Carbon Literate workforce, and requires an organisation to engage positively with its audience or community in developing and delivering low carbon behaviour. The accreditation is applicable to any organisation, from large corporations to small or medium sized enterprises.

There are four tiers of CLO accreditation: Bronze, Silver, Gold and Platinum, each demonstrating a higher level of commitment and achievement. The accreditation has been designed to showcase significant dedication to Carbon Literacy, the four tiers ensuring distinction between organisations showing differing levels of commitment. Accreditation can be applied for at any level. For example, an organisation that is not currently CLO accredited, may wish to apply directly for



Gold or Platinum level accreditation, and enter the scheme at that level.

The following pages detail the process of gaining the CLO accreditation, the benefits conferred, the costs, and answer some of the most frequently asked questions.

We are often told that Carbon Literacy is the most interesting piece of training yet undertaken in a work place. In the widest sense, it is almost certainly one of the most important. We hope that you, your staff and your organisation will be challenged, excited and benefit greatly from CLO accreditation.

### **Qualifying as a Carbon Literate Organisation:**

#### Overview

In order to qualify as a CLO, a number of assessment criteria must be met. An organisation must also supply supplementary evidence to show they meet these criteria. There are four tiers of CLO accreditation, and the criteria for each are explained in detail in the pages that follow.

In designing this process we have endeavoured to strike the balance between sufficient rigour to ensure that accreditation has real substance and not being overly time-consuming.

#### The Practical Steps to qualify as a Carbon Literate Organisation:

1. Read this Carbon Literacy Organisation Standard document and FAQs in full;
2. Fill out a CLO Application Form (indicating which tier you are applying for) and collate the supplementary evidence of your achievement (details below);
3. Submit your completed CLO Application Form, including your evidence and payment to [info@carbonliteracy.com](mailto:info@carbonliteracy.com).

Further queries? Please address them to: [info@carbonliteracy.com](mailto:info@carbonliteracy.com).

### **The Requirements for**

#### **Carbon Literate Organisation Accreditation:**

##### **BRONZE: Awareness**

Bronze accreditation focuses on existing environmental performance and sets a baseline against which to measure improvement.

Bronze CLOs will:

Commitment to CL:	Evidenced by:	Notes:
<p>1. Have <b>Registered a Training Initiative</b> with the Project.</p>	<p>A CL course Criteria Checker that has been submitted and approved by the CLP, for your organisation;</p> <p>OR</p> <p>for a consortium of which your organisation is a paid-up member.</p> <p>OR</p> <p>You have access to Criteria Checked training from a training provider which has been approved for use with your organisational audience.</p> <p>AND</p> <p>Successfully certified participants through that training.</p>	<p>Your organisation must either have registered or be able to evidence access to at least one piece of training that has been Criteria Checked by the Project. (For more information on criteria checking and how to register a piece of training, see <b>The Carbon Literacy Standard</b> (Full or Executive Summary versions) or contact the Project on <a href="mailto:info@carbonliteracy.com">info@carbonliteracy.com</a>)</p> <p>AND</p> <p>Be able to show participants were certified through this training.</p> <p>There is no minimum number of participants but there must be at least one in addition to your Board Member/Organisational leader (see below)</p> <p>Whilst participants already certified through previous employment or other initiatives count towards your total below, an organisation cannot be accredited without delivery of training into the current organisation.</p> <p>For it to be valid for certification, any training intervention must be approved by the Project <i>prior</i> to any training taking place.</p>
<p>2. Have a <b>Board Member / Organisational Leader certified</b> as Carbon Literate.</p>	<p>A named senior member of your organisation must have achieved full Carbon Literacy certification, and be able to supply their unique certificate</p>	<p>A Board Member/ Leader means someone at the most senior tier of leadership within your organisation; a board or executive director, or leader if the organisation is not incorporated,</p>



	number.	<p>to a maximum of one level below Chief Executive. This encourages a “top-down” CL cascade – where Senior staff/ Board members/ Leaders undertake CL before or at the same time as more junior co-workers.</p> <p>Where the application is being made on behalf of a sub-unit within a larger organisation, the organisational leader must be at the most senior tier of leadership within that sub-unit.</p>
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**SILVER: Action**

Silver CLO accreditation, demonstrates that the organisation has taken practical action to reduce its environmental impact.

Silver CLOs will:

Commitment to CL:	Evidenced by:	Notes:
1. Have <b>met and evidenced each commitment</b> for the Bronze accreditation.	See Bronze accreditation section.	An organisation does not need to have applied for or achieved Bronze accreditation prior to Silver, but needs to demonstrate that they currently meet all the requirements of the Bronze accreditation as part of their evidence for the Silver accreditation.
2. Have a <b>substantial percentage of the workforce certified</b> as Carbon Literate.	Your organisation must declare how many employees or workforce contributors it has, and provide a list of current Carbon Literate employees,	Your organisation needs to demonstrate that a substantial percentage of your workforce must be certified as Carbon Literate. The matrix below demonstrates the <u>minimum</u> numbers required for Silver CLO accreditation. Note that not all

including unique certification numbers for each.

these individuals have to have been trained within or on behalf of the applicant organisation, but may be recruited as Carbon Literate.

“Workforce contributors” covers voluntary workers or subcontracted staff for organisations that are staffed in this way.

<i>Your Organisational Workforce:</i>	<i>Minimum No. CL Staff:</i>
3 workers	1 CL worker
4-10 workers	2 CL workers
11-25 workers	25% CL workers
26-99 workers	20% CL workers
100+ workers	15% CL workers

3. Have integrated Carbon Literacy into the performance management and assessment systems of the organisation.

Your organisation will be able to demonstrate commitment to Carbon Literacy and the actions being taken by your people as a consequence of their Carbon Literacy training in the organisational objectives and performance assessments systems of the organisation.

This is likely to include the appearance of Carbon Literacy and its consequent actions in Organisational, Team and Individual Objectives, but also of the support being offered within the organisation for individuals and teams delivering results as a consequence of the action requirements of training, eg; organisational support for actions within individual and organisational KPIs, discussion within team meetings, initiatives supported, invested in, and carried out.

4. Have demonstrated a **visual promotion** of your organisation's Carbon Literacy: e.g. CL listed as a preference on job adverts, CLO logo on main (or local presence page) of website etc.

Evidence for this may include screenshots, web links or other relevant documents. Visible promotion or commitment may be evidenced in alternative ways particularly for national organisations with restrictions on local branding. If you are unsure how to evidence this section then please contact the Project.

Your organisation must show noticeable visual promotion of Carbon Literacy – this means a commitment that is visible to staff, customers, suppliers, stakeholders, learners and other organisations and/or audiences. You must be able to evidence this visual commitment.

5. **Publication of a one-page case study.**

Evidence for this may include screenshots, web links or other relevant documents. If you are

The one-page case study is intended simply to encourage reflection as to what the organisation has done, and the benefits it has received, and



unsure how to evidence this section then please contact the CL Project.

to evidence this in a way that creates a resource for the organisation to use for wider publication to its own customers and suppliers and for use within the wider project.

**GOLD: Achievement**

Gold accreditation is given to organisations that have made progress, formalised their environmental systems and can verify real results from their improvements.

Gold CLOs will:

Commitment to CL:	Evidenced by:	Notes:
1. Have met and evidenced each commitment for the Silver accreditation.	See Silver accreditation section.	An organisation does not need to have applied for a Bronze or Silver accreditation prior to Gold, but needs to demonstrate that they cover all the requirements of the Bronze and Silver accreditations as part of their evidence for the Gold accreditation.
2. Have the majority of the workforce certified as Carbon Literate.	Your organisation must declare how many employees or workforce contributors it has, and provide a list of current Carbon Literate employees, including their unique certification numbers.	The requirement is for more than 50% of the workforce to be Carbon Literate, irrespective of organisational size. For organisations with more than 250 staff or operating from multiple locations it may be possible for separate business units to achieve this criterion independently. Note that not

<p><b>3. Plus any two of the following requirements:</b></p> <p>a. The organisation has <b>networked with another CL organisation</b> and worked co-operatively on delivering CL;</p> <p>b. The organisation has directly <b>delivered CL training</b> to members of <b>another organisation</b>;</p> <p>c. The organisation has <b>developed CL materials or resources with another CL organisation</b> for use <b>outside</b> the two organisations involved;</p> <p>d. The organisation can demonstrate <b>active advocacy</b> for the CL Project either to sectoral audiences or within the media;</p> <p>e. The organisation can <b>demonstrate sponsorship</b> of CL delivery, either through staffing, resourcing or financial support to another CL organisation;</p> <p>f. Development of and contribution to the CL evidence base through a detailed quantitative <b>cost/benefit case study</b> within the organisation or sector.</p>	<p>a. The organisation must provide basic information or evidence of networking and co-operation with another organisation on CL, indicating its role in CL delivery.</p> <p>b. Evidence the trainer evaluation / learner names and organisation for/to whom the training has been delivered.</p> <p>c. Evidence the relevant Criteria Checker, including details of the intended audience(s).</p> <p>d. Evidence the Advocacy that has taken place.</p> <p>e. Evidence the Sponsorship that has taken place.</p> <p>f. Submit the cost/benefit Case study.</p>	<p>all these individuals have to have been trained within or on behalf of the applicant organisation, but may be recruited as Carbon Literate.</p> <p>These actions are all alternatives. Achievement of <b>any two</b> meets the requirement for Gold accreditation.</p> <p>If you are unsure how to evidence any of the requirements within this section, then please contact the Project.</p>
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## PLATINUM: Exemplar



Platinum is the highest level of CLO accreditation.

Platinum CLOs will:

Commitment to CL:	Evidenced by:	Notes:
1. Have <b>met and evidenced sufficient commitment to meet the Gold accreditation.</b>	See Gold accreditation section.	An organisation needs not to have applied for Bronze, Silver or Gold accreditation prior to Platinum, but needs to demonstrate that they cover all the requirements of the Bronze, Silver and Gold accreditations as part of their evidence for the Platinum accreditation.
2. Have <b>over 80% of the workforce certified</b> as Carbon Literate.	The organisation must declare how many employees or workforce contributors it has, and provide a list of current Carbon Literate employees, including their unique certification numbers.	Over 80% of your workforce must be certified as Carbon Literate, irrespective of organisational size. For organisations with more than 250 staff or operating from multiple locations it may be possible for separate business units to achieve this criterion independently. Note that not all these individuals have to have been trained within or on behalf of the applicant organisation, but may be recruited as Carbon Literate.
3. <b>Two further actions from the Gold List above</b> , to make a total of 4 actions from Gold level delivered.	See Gold accreditation section.	See Gold accreditation section.

### Supporting Documentation:

The documents used to support the process are all made available to you in advance, once you apply for the accreditation

process.



Document	Purpose	Document Name
CLO Application Form	Enables you to apply for CLO accreditation and confirm your achievement against each requirement area as you progress through the process.	CLO Application Form
CLO Case Study Template	A structured format to assist any organisation in preparing a case study for Silver level and above	CLO Case Study Template

#### Benefits of Accreditation:

Although very competitively priced as an organisational award, there is obviously a financial investment involved in accrediting as a Carbon Literate Organisation.

The Carbon Literacy Project is a registered charity, and relies on sponsorship, certification work and generous donations and grants to deliver its work. Obviously if you would like to donate more, the Project would be delighted, but the amounts indicated reflect the time commitment from the Project in accrediting an organisation, and also help to ensure that the CLO accreditation remains a distinctive badge, and its quality is upheld.

We believe the direct benefits of accreditation to any organisation will far outweigh the financial and resource investment.

#### Benefits of Carbon Literate Organisation accreditation include:

The benefits to your organisation of Carbon Literacy are significant, however the specific benefits of being accredited as a Carbon Literate Organisation include:

- A personalised Carbon Literate Organisation award (made from recycled wood), for public display, with the option of either a trophy for each level of award, or a single award with plaques for each of Bronze, Silver, Gold and Platinum levels.
- A personalised Carbon Literate Organisation certificate for display (one for each of Bronze, Silver, Gold and Platinum levels) with a unique certificate number.



- Rights for the usage of the exclusive Carbon Literate Organisation logo and branding on materials relating to the Organisation and its status;
- A pre-prepared press-release and marketing materials to support your marketing of your new award.
- Promotional support and publicity from The Carbon Literacy Project via social media, journalism and events;
- Assistance with recruitment of Carbon Literate staff via The Carbon Literacy Project website
- Priority notification of and access to funding opportunities to support organisational Carbon Literacy training;
- Visible alignment to public and Government policy on climate change
- Access to exclusive Carbon Literate Organisation resources and events, and the growing informal network of Carbon Literate Organisations
- Evidenced action to meet procurement framework requirements, support tender responses and the awarding of other international standards eg ISO 14001, ISO20121, BREEAM and others.
- Synergy and pre-qualification for the growing range of business and organisational schemes and qualifications with which Carbon Literacy is partnered

**Costs of Accreditation:**

Organisational Turnover £/Year	£5M+	£250k - £5M	£50k - £250k	<£50k
Bronze	£500	£400	£300	£250
Silver	£1000	£750	£500	£400
Gold	£1500	£1250	£750	£500
Platinum	£2500	£1500	£1000	£600



- The prices shown here reflect the Project's overheads in delivering the Project and this accreditation. Pricing has been deliberately arranged to support SME's and low or no-funded initiatives and organisations, and ask for a higher level of commitment from larger and better funded organisations.
- Each organisational certificate is uniquely numbered, is valid for at least three years from date of issue, and organisational details are securely stored to allow current certificates to be validated and reissued if necessary. Certificates will be individually dated and coded to reflect the version of the CLO Standard that the organisation has been accredited against. It is likely that over time the requirements for CLO accreditation and reaccreditation will increase to reflect the increasing levels of achievement by Carbon Literate Organisations.
- CLO Trophies for each CLO category (Bronze, Silver etc.) are personalised for the organisation accredited and for the category reached.
- The CLO trophy is made from recycled post-manufacture waste wood, with a plaque attached showing your organisational name and the level of accreditation reached. It is assumed that most organisations will wish to receive and display a trophy for each level of accreditation, as it is reached. However, to offer the option of reduced resource use and cost, the trophy has been specifically designed so that a single trophy can simultaneously display the plaques for all four levels of accreditation. If you would like to take advantage of this option, reduce the cost shown at any level above Bronze by £100, and indicate your preference (plaque only) on the application form.
- At the point at which your organisation upgrades from one award to the next, deduct the cumulative cost paid for the previous award(s) from the amount shown for the award and level of organisation being applied for, to arrive at an "upgrade" price.
- If you have any further questions about any aspect of CLO accreditation, please contact the Project at [info@carbonliteracy.com](mailto:info@carbonliteracy.com).

## **Carbon Literacy Certification**

### **and Accreditation Schemes:**

One of the key aspects of The Carbon Literacy Project has always been that involvement would enable any successful participant to receive a certificate to evidence their Carbon Literacy. This is currently being done on behalf of The Carbon Literacy Trust (registered charity number: 1156722), by the Project's co-ordinating organisation Cooler Projects CIC. The Trust was established to oversee the dissemination of Carbon Literacy across Greater Manchester and beyond.

The Carbon Literacy Project also offers the following Certification/Accreditation schemes: -

### **Carbon Literacy Certificate (CL)**

Successful participation in a Carbon Literacy initiative by an individual will result in the award of a Carbon Literacy Certificate (CL). Each certificate is uniquely numbered and participant details will be held on a secure database by the co-ordinating organisation to allow later verification by employers or other external bodies.

### **Carbon Literacy Facilitator (CLF)**

This certification is designed to accredit experienced freelance or organisational administrators or facilitators who have

advocated, overseen, organised and managed the delivery of Carbon Literacy Training, to groups of learners in a community, workplace or educational setting.



### **Carbon Literacy Trainer (CLT)**

Much of Carbon Literacy training delivered so far has been delivered by non-professional trainers who belong to the peer groups of the participants. This is exactly as intended and is likely to remain the case, however some organisations identify particular staff or seek the support of a professional trainer in developing and customising their own training and in some cases in delivering it. This certification scheme has been developed to identify experienced and capable trainers internally and externally, and enable them to evidence this experience and ability.

### **Carbon Literacy Consultant (CLC)**

A Carbon Literacy Consultant is our highest rank of Trainer qualification, which highlights and awards individuals who have a depth of experience in Carbon Literacy training design and delivery, with a range of organisations, and are experienced in training individuals to be Carbon Literacy Trainers.

### **Carbon Literate Organisation (CLO)**

The Carbon Literate Organisation (CLO) accreditation is the visible ‘badge’ that showcases an organisation as (i) committed to Carbon Literacy (CL), (ii) having a substantial number of staff as CL trained, and (iii) having a commitment to maintain this capacity. An organisation uses this status to better interact with its communities – whether they are customers, neighbours, learners or suppliers.

### **Carbon Literacy Training Organisation (CLTO)**

We are also interested in hearing from organisations that wish to be certified as Carbon Literacy Training Organisations (CLTO)’s. These are organisations, business units or departments delivering CL training to internal or external customers. This accreditation will be launched following the implementation of all of the accreditations above.

### **Frequently Asked Questions:**

#### **“What is Carbon Literacy?”**

The Carbon Literacy Project delivers awareness of the Carbon Dioxide costs and impacts of everyday activities, and the ability and motivation to reduce emissions, on an individual community and organisational basis. It also communicates and demonstrates why it’s important that we all take these steps and that the actions of individuals communities and organisations can and do make a difference. It’s also completely unique.

#### **“How long does an individual's Carbon Literacy Certificate last?”**

Certificates awarded to individuals will not expire, but the core elements of the content will continue to evolve over time, as standards and expectations rise. When subsequent “upgraded” versions of the certificate become available, individuals may choose to refresh their skills to ensure they retain the latest version. This is particularly likely to be the case if these



certificates are used to support the Carbon Literacy Organisation certificate (CLO) which is also likely to develop over time.

**“How long does a Carbon Literate Organisation Certificate last?”**

Certificates awarded to organisations are dated with the year of issue and intended to be valid for 3 years, thus will actually be valid for between 3 and 4 years depending on the date of issue.

**“If my organisation qualifies to enter the scheme directly at Silver level or above, do we need to pay for each of the levels below that we have “skipped”?**

No, an organisation can enter the scheme at any level. As each level builds on the previous level, you will find that you still need to meet the criteria of all previous levels, however we don't charge for any level you pass over. Your first award trophy can either display every level you have passed or just the highest, or you can purchase individual trophies at a small additional cost for each level separately, should you so wish.

**“My organisation is large and or made up of separate departments or locations. Can I accredit a department, location or “sub-unit”, without accrediting my whole organisation?”**

Yes, as long as a “sub-unit” is clearly identifiable, you can accredit it, applying the same criteria and pricing as if it was an organisation in its own right, but usage of the term Carbon Literate Organisation, and use of the logo and branding will also be restricted to that sub-unit.

**“Who is organising all this? Who owns it?”**

The Carbon Literacy Project is owned by The Carbon Literacy Trust (registered charity number: 1156722), established to oversee the dissemination of Carbon Literacy across the North-West and beyond. The Project was created by Cooler Projects CIC for the public good, and Cooler currently acts as the Project's co-ordinating organisation on behalf of the Trust.

**“How is The Carbon Literacy Project funded?”**

The delivery of Carbon Literacy is paid for from a wide range of sources within organisations themselves, but mainly from existing training and education budgets, as the delivery of Carbon Literacy is down to the individuals and organisations of the audiences involved. However, the Trust funds the co-ordination and development of the Project through a mixture of income, generated through certification of courses, individuals, trainers and organisations, specific grants and donations, and commercial sponsorship.

**The Authors:**

Cooler Projects CIC (Cooler) is a Manchester-based Community Interest Company that delivers projects and advocacy to

create low carbon futures. Its founders and associates have wide and substantial experience in community engagement, coaching, project delivery and advocacy.

The Carbon Literacy Project (CLP) was created and founded by Cooler in 2011 and was launched publicly in November 2012.

Amongst other awards, Cooler was awarded a Best Community Initiative Award at the national Climate Week Awards in 2013, Social Enterprise Award for Environmental Achievement in the 2014 North West Green Hero Awards, and the Project was awarded Transformative Action Project (TAP) status by ICLEI at the UN climate-change negotiations (COP21) in Paris in December 2015.

#### **Dave Coleman: Director**

Co-author and Cooler co-founder, began his career with Deloitte, continued as a director of an award winning IT company, and then founded and spent ten years as a management trainer and coach in his own practice in the commercial sector. Having spent six years on the boards of Friends of the Earth and chairing its Engagement, Fundraising and Communications committee, he chaired the “Energy” writing group of “Manchester: A Certain Future”, sits on the advisory boards of a number of EU funded projects, and is a director of Manchester 's Climate Change Agency.

#### **Phil Korbel: Director**

Co-author and Cooler co-founder, is an experienced social entrepreneur, founder/director of the award-winning community development charity Radio Regen, and occasional advisor to DCLG and DCMS. He sits on the Manchester Leaders Forum. He chaired the “Buildings” writing group of “Manchester: A Certain Future”, and helped found the 100 Months Club.

#### **The Carbon Literacy Trust**

In 2013 Cooler established The Carbon Literacy Trust (registered charity number: 1156722) and transferred all project assets to the charity, so that it's trustees could oversee the dissemination of Carbon Literacy across the North-West and beyond, for the public good. Cooler now acts as the Project's co-ordinating organisation, on behalf of the Trust.

#### **Enquiries to:**

##### **Cooler Projects CIC**

Innospace  
Chester Street  
Manchester  
M1 5GD

##### **The Carbon Literacy Trust**

Green Fish Resource Centre  
46-50 Oldham Street  
Manchester  
M4 1LE

##### **email:**

[info@coolerprojects.com](mailto:info@coolerprojects.com)

##### **email:**

Administrative: [info@carbonliteracy.com](mailto:info@carbonliteracy.com)

Trust Chair: [Chair@carbonliteracy.com](mailto:Chair@carbonliteracy.com)

**web:**

[www.carbonliteracy.com](http://www.carbonliteracy.com)

[www.coolerprojects.com](http://www.coolerprojects.com)

**web:**

[www.carbonliteracy.com/trust](http://www.carbonliteracy.com/trust)

**twitter:**

@Carbon\_Literacy

@Cooler\_Projects

**facebook:**

CarbonLiteracyProject

V1.07

**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** Barclays Bank Mobile Banking Van

**Purpose of the Report**

To allow members to consider a request from Barclays Bank to park and operate a mobile banking van in Lyme Regis

**Recommendation**

Members allow Barclays Bank to park and operate a mobile banking van from the town council-owned Woodmead car park each week on payment of a fee

**Background**

1. Following the closure of Lloyds Bank in Broad Street in May 2017, the council agreed on 3 May 2017 to allow Lloyds to operate a mobile banking van from Woodmead car park at a cost of £50 per week, for an initial 12-month period.
2. At the time, Nat West also operated a mobile bank, but they subsequently ceased the service.
3. On 9 May 2018, Full Council resolve to allow Lloyds Bank to continue operating the mobile banking van from Woodmead car park and officers reached an agreement with Lloyds to operate every Friday at a cost of £2,600pa.
4. The van has not been operating during the Covid-19 pandemic but it is due to return in the very near future.

**Report**

5. A request has now been received from Barclays Bank to operate a van in the town, **appendix 13A**.
6. If members agree, it is likely the service could start in early-October. It would operate one day a week between 10am and 3pm but no specific day has been requested, although it may be sensible to avoid Fridays when the Lloyds van is already there.
7. If members are not in support of allowing the van to operate from Woodmead car park, suggestions for alternative locations are invited.

Adrienne Mullins  
Support services manager  
August 2020

Good Afternoon,

I am branch manager of Barclays in Dorchester and trying to reach out to locations where we have no branch presence to support our customers.

I have the opportunity to take control of the Barclays van (Pictured below) in September.

Customers can book an appointment once location has been agreed or 'walk in', to talk to us about their life moments, getting up to speed on the latest tech, support with online or mobile banking, or reviewing their financial health. No cash facilities are on board, this is purely a education-based support service or general enquiries.

Do you have anywhere you would think would be suitable for myself and some colleagues to bring the van and spend the day? Or any contacts I can reach out to help us help our local community across Dorset?

With branch footfall dropping this has given us a fantastic opportunity to get out and reach out to our most vulnerable customers in locations where branches have closed.

I have contacted Bridport council who are not willing support us, with this being our customer base who have been asking for support after branch closure I feel really disappointed.



I would really like to make a difference to the community and support our customers as much as we can, especially during COVID19. Social distancing and all health and safety requirements will be adhered to.

*Kind regards*

*Sam*

**Samantha Bright | Branch Manager | Dorchester | South West Counties | West & Central Region**

**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** Lease Agreements with Lyme Regis Bowling Club

### **Purpose of Report**

To allow members to consider and approve lease agreements with Lyme Regis Bowling Club for the use of the green and club house, and the car park

Members consider and approve lease agreements Lyme Regis Bowling Club for the use of the green and club house, and the car park in line with standing order 23

### **Background**

1. The lease for the bowling green and club house expired on 31 December 2018: the lease for the car park expired on 31 December 2019. In both instances the leases have been held over as tenancies at will.
2. The car parking lease has been considered several times by the council in recent years. Most recently, on 19 February 2019 Full Council resolved:

‘to agree there are 12 spaces in the existing bowling club car park, to agree a deal where the council takes back the car park for six months in the off-season for public parking, to agree a 30% charge on fee (£7,020), with flexibility for the bowling club to fit as many vehicles as it wanted in the car park, and to enter into a seven-year agreement on this basis, with a rent review after three years.’

3. On 8 January 2020, the Full Council resolved to:

‘agree to the bowling club’s counter-proposals for a 15-year lease and four unreserved winter car parking passes for Monmouth Beach’.

### **Report**

4. To make the leases co-terminus, the town clerk instructed the council’s solicitors, Kitson and Trotman, to end both leases on 31 December 2033, i.e., 15 years from the commencement of the bowling green and club house lease and 14 years from the commencement of the car park lease.
5. The lease for the bowling green and club house is attached, **appendix 14A**. The main conditions are:
  - Commencement: 1 January 2019
  - Duration: 15 years
  - Rent: £4,000 per annum
  - Payment frequency: annual, in advance of 1 January each year
  - Rent review: every three years from 1 January 2022

- Repairing obligations: bowling club at its own expense, except for the North Wall
  - Insurance: building and structures, only, included in LRTC's insurance policy. Bowling Club refund LRTC for cost of insurance provision, i.e., the bowling club pay an insurance rent. Bowling Club responsible for any amount insurers refuse to pay because of any act or omission
6. The lease for the adjacent car park is attached, **appendix 14B**. The main conditions are:
- Commencement: 1 January 2020
  - Duration 14 years, i.e., co-terminus with the lease for the green and club house
  - Rent: £7,020 (12 space at £1,950 discounted to 30%)
  - Rent review: 1st review 2022 and then every three years to be co-terminus with the green and club house lease
  - Repairing obligations: the bowling club shall keep the property in good and substantial repair to the satisfaction of the council
  - Insurance: to keep insured, in an appropriate sum, public liability risks relating to the property during the term
7. The car park lease includes a leaseback to the town council from 1 October to 31 March each year, see schedule 2 of the lease. The main conditions are:
- Commencement 1 October 2020
  - Duration: 13 years and 3 months, 1 October to 31 March every year, until 31 December 2033
  - Rent: N/A
  - Rent Review: N/A
  - Repairing obligations: the council must make good all damages caused to the car park during its occupation, save for wear and tear
  - Insurance: the council will insure against loss or damage during its occupation
8. Standing order 23 deals with the execution and sealing of legal deeds. Standing order 23a states 'a legal deed shall not be executed on behalf of the council unless authorised by a resolution'. Standing order 23b goes on to state: 'the council's common seal shall alone be used for sealing a deed required by law. It shall be applied by the proper officer in the presence of two councillors who shall sign the deed as witnesses.'

John Wright  
Town clerk  
August 2020

Draft 1 v.2 (without prejudice and subject to lease)

Dated \_\_\_\_\_ 2020

Lyme Regis Town Council (1)

- and -

Lyme Regis Bowling Club (2)

## **L e a s e**

relating to

**The Bowling Green  
Monmouth Beach  
Lyme Regis  
Dorset**

**KITSON  
TROTMAN**  
SOLICITORS

**The Champions  
Beaminster  
Dorset  
DT8 3AN**

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

Tel: 01308 862313  
Fax: 01308 862033  
Ref: JH.jh.L00417194

**H M LAND REGISTRY**  
**PRESCRIBED LEASE CLAUSES**

- *All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.*
- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

**LR1. Date of lease**

**LR2. Title number(s)**

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

*Title number(s) out of which this lease is granted. Leave blank if not registered.*

DT366644

**LR2.2 Other title numbers**

*Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*

None

**LR3. Parties to this lease**

*Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.*

**Landlord**

**Lyme Regis Town Council** of Town Council Offices Guildhall Cottage Church Street Lyme Regis DT7 3BS (**'the Council'**)

**Tenant**

[

]**( 'the Tenant' )**<sup>11</sup>

**Other parties**

*Specify capacity of each party, for example "management company", "guarantor", etc.*

None

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<sup>11</sup> Identity, full name and address of contracting parties to be confirmed.

**LR4. Property**

*Insert a full description of the land being leased*

*or*

*Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

*Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

Leasehold premises being **Land at Monmouth Beach Car Park Monmouth Beach Lyme Regis Dorset** shown outlined in red on the Plan

**LR5. Prescribed statements etc.**

*If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.*

*In LR5.2, omit or delete those Acts which do not apply to this lease.*

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None

**LR5.2 This lease is made under, or by reference to, provisions of:**

*Leasehold Reform Act 1967*

*Housing Act 1985*

*Housing Act 1988*

*Housing Act 1996*

Not applicable

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

*Include only the appropriate statement (duly completed) from the three options.*

*NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*

From and including 01 January 2019

To and including 31 December 2033

**LR7. Premium**

*Specify the total premium, inclusive of any VAT where payable.*

None

**LR8. Prohibitions or restrictions on disposing of this lease**

*Include whichever of the two statements is appropriate.*

*Do **not** set out here the wording of the provision.*

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None

**LR9.3 Landlord's contractual rights to acquire this lease**

None

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

None

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

**LR11.1 Easements granted by this lease for the benefit of the Property**

See clause 3 of this Lease

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

See clause 5 and Schedule 2 of this Lease

**LR12. Estate rentcharge burdening the Property**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.*

Not applicable

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

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.*

*Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*



<b>Permitted Use</b>	use as a Bowling Club (including use of the pavilion erected on the Property for entertainment and social purposes);
<b>Plan</b>	the plan attached to this Lease;
<b>Property</b>	the leasehold premises being <b>The Bowling Green Monmouth Beach Lyme Regis Dorset</b> shown outlined in red on the Plan being part of the land registered at HM Land Registry with title number DT366644;
<b>Rent</b>	£4,000.00 per annum subject to review in accordance with Schedule 1;
<b>Service Media</b>	all conduits and equipment used for the reception, generation, passage and/or storage of Utilities;
<b>Utilities</b>	electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities serving or consumed at the Property;
<b>VAT</b>	value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT).

## **Interpretation**

In this Lease:

the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';  
 general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;  
 an obligation not to do something includes an obligation not to cause or allow that thing to be done;  
 obligations owed by or to more than one person are owed by or to them jointly and severally;  
 references to the 'end of the Term' are to its expiry or sooner determination (however it happens);  
 references to any adjoining property of the Council include any property adjoining or near the Property owned, leased or occupied by the Council from time to time;  
 unless otherwise stated, a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted, and all subordinate legislation made under it from time to time.

## **Lease of Property**

IN CONSIDERATION of the rents reserved by this Lease the Council lets and the Tenant takes the Property for the Term SUBJECT TO and upon the terms, conditions and covenants of this Lease

## **Rights granted**

The right:

to use the Service Media serving the Property;

a right of way for Members and bona fide visitors to the Lyme Regis Bowling Club at all times and for all purposes to and from the Property from the public highway (in common with the Council and all other persons having a similar right) over the routes designated from time to time by the Council (acting reasonably) over such parts of the Council's land and property as is reasonably necessary.

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

## **Rights excepted and reserved**

The following rights are excepted and reserved:

the right to build on, or carry out works to (including demolition, alteration, construction or redevelopment), any adjoining or neighbouring property, or to consent to such building or carrying out of works and a right to oversail the Property with cranes even though this may interfere with the amenities of the Property;

the right to use and make connections to the Service Media forming part of the Property which serve, or are capable of serving, other property;

the right to enter the Property to inspect its state and condition;

the exclusive right to all treasure and archaeological artefacts discovered on the Property;

all rights of support enjoyed by any adjoining or neighbouring property;

the right to enter the Property to exercise any right excepted and reserved by this Lease, or for any other reasonable purpose connected with this Lease or with the Council's interest in the Property or any adjoining or neighbouring property of the Council;

the right for the Council or their duly appointed agent to have access to the Property at any reasonable time for the purpose of inspection to ensure that proper maintenance is being carried out by the Tenant;

all public rights of way and any third party rights;

all private rights of way over the Property (including the public right of way over the footpath in front of the Clubhouse at the Property).

The rights excepted and reserved by this Lease are excepted and reserved to the Council and any superior landlord or mortgagee, and may be exercised by anyone authorised by the Council or a superior landlord.

## **Tenant's payments to the Council**

The Tenant covenants to pay to the Council:

the Rent:

by a single payment partly in advance on **01 January** each year;

making the first payment on the date of this lease for the period from [*to be confirmed*] to 31 December 2020

by way of additional rent such sum as is expended by the Council on insuring the Property under the provisions of clause 9 of this Lease

on demand any VAT incurred by the Council in connection with any supply made to the Tenant by the Council under this Lease or for any payment made by the Council under or in connection with this Lease and which is reimbursable by the Tenant, except to the extent that the Council is able to obtain an input credit for the VAT from HM Revenue & Customs;

The Tenant must pay and indemnify the Council against all present and future rates, duties and assessments, charges, liabilities charged on or payable in respect of the use of the Property, the Service Media serving the Property, the supply of any Utilities to the Property (if applicable) (except any tax imposed on the Council in respect of the receipt of rents reserved by this Lease or any dealing with or disposition of the Council's interest in the Property).

The Tenant must pay to the Landlord, on demand, and on an indemnity basis, the fees, costs and expenses properly charged, incurred or payable by the Landlord in connection with any steps taken in contemplation of, or in relation to:

any proceedings under section 146 or 147 of the Law of Property Act 1925 or the Leasehold Property (Repairs) Act 1938, even if forfeiture is avoided (unless it is avoided by relief granted by the court);

the recovery or attempted recovery of any arrears of Rent or other sums due to the Landlord under this lease;

any application for a consent or approval of the Landlord (including the preparation of any documents) needed under this lease (whether or not consent or approval is granted and whether or not the application is withdrawn).

The Tenant must not make any deductions or set-off from any payments due to the Council.

#### **Tenant's responsibility for the state and condition of the Property**

The Property shall be maintained by the Tenants at their own expense and the Tenant shall keep the Property in good and tenantable repair and condition to the reasonable satisfaction of the Council save that

the Council shall be responsible for and will maintain the wall marked with an inward 'T' outwards on the Plan ("**the North Wall**"); unless

if the Tenant shall with the Council's written consent extend the Pavilion erected on the Property so that the same forms part of the North Wall then the North Wall shall become part of the Property and shall be the responsibility of the Tenant in the same manner as all other parts of the Property under the terms of this clause.

At the end of the Term the Tenant must yield up the Property with vacant possession in accordance with and in the condition required by this Lease.

#### **Fitness to play**

The Members are responsible for deciding whether the Green is fit for play at any time and such decisions shall rest only with the Tenant.

#### **Council to insure**

The Council shall keep the buildings and structures on the Property properly insured but shall not be responsible for the insurance of any equipment or items belonging to the Tenants

The Tenant must:

comply with the requirements of the insurers relating to the Property;

pay the Council on demand a sum equal to any amount which the insurers refuse to pay following damage or destruction by an insured risk because of any act or omission of the Tenant and a fair proportion of the amount of any excess required by the insurers in connection with that damage or destruction;  
not take out any insurance of the Property against the risks the Council insures against in its own name.

### **Suspension of Rent**

If the Property or the means of access to the Property is damaged or destroyed by a risk which the Council has insured against so that the Property is unfit for occupation or use then, unless payment of any insurance moneys is refused because of any act or omission of the Tenant and the Tenant has failed to comply with clause 9.2.3 the Rent (or a due proportion according to the nature and extent of the damage) will be suspended from the date of such damage or destruction.

### **Green fees**

The Tenant shall collect and retain all green fees and other receipts relating to the use of the Bowling Green on the Property and its facilities and shall decide the scale of charges to be made for the use of such facilities BUT the Tenant shall advise the Council of any alteration in the scale of charges from time to time.

### **Restrictions on use**

The Tenant must not:

- use the Property for any purpose other than the Permitted Use;
- do anything in on or outside the Property that might cause nuisance, damage or annoyance to the Council or others;
- deposit rubbish or litter on the Property or any of the Councils property

The Property is subject to and the Tenant must comply with all restrictive covenants and matters stated or referred to on the official copy entries of the Landlord's title under number referred to in clause LR2.1.

The Tenant must comply with all Legislation affecting the Property.

### **Signage**

The Council shall permit and maintain direction notices and signs at suitable locations on the Councils adjoining and neighbouring land indicating the location of the Property.

### **Facilities**

The Tenant will provide the appropriate facilities to accommodate all visiting players who are attired at least in short smart casual dress (but not swimwear) and the Tenant will erect suitable signs indicating that the Greens are public and available to the public for their use.

### **Alterations and additions**

The Tenant must not make any alterations or additions to the Property or any buildings or erections on the Property.

## **Dealings**

The Tenant must not nor purport to assign, underlet, part with nor agree to part with possession of the whole or part of the Property or this Lease, nor charge or agree to charge, share or allow any other person to occupy the whole or any part of the Property.

## **Easements and third party rights**

The Tenant must not create any easement, right or privilege in favour of any other person over the Property or lose or reduce an easement, right or privilege benefiting the Property.

The Tenant must take all reasonable steps to prevent any encroachment or the acquisition of any easement in relation to the Property and must notify the Council immediately on becoming aware of any such matters. At the request of the Council the Tenant must adopt such means as are reasonably required to prevent any such encroachment or acquisition of any easement.

## **Tenant's additional covenants**

The Tenant covenants:

to keep insured, in an appropriate sum, public liability risks relating to the use of the Property during the Term;  
to take proper precautions to prevent damage to property and injury to people as a result of its use of the Property;  
to indemnify the Council against all third party claims, actions and demands, including any losses, damages, costs and expenses (whether of the Council or a third party) arising out of:  
the use of the Property;  
the state and condition of the Property.

## **Quiet enjoyment**

Subject always to the Off-Season Leaseback, the Council covenants that the Tenant may peaceably enjoy the Property without any interruption by the Council or any person claiming under the Council.

## **Forfeiture**

The Council is entitled to re-enter the Property and forfeit this Lease immediately if:  
any amounts are unpaid 14 days after becoming payable under this Lease (whether or not formally demanded);  
the Tenant is in breach of any of its obligations in this Lease;  
anyone takes any step whatsoever towards insolvency of the Tenant;  
the Tenant is dissolved or struck off the register of companies.

## **Council's right to remedy default by the Tenant**

If the Tenant fails to comply with any of its obligations in this Lease, the Council may give the Tenant written notice of that failure, and the Tenant must remedy it within the time specified by the Council.

If the Tenant fails to remedy a breach of this Lease within the period specified in the Council's notice pursuant to clause 0, the Council may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this Lease, and any costs incurred by the Council will be a debt due from the Tenant and payable on demand.

**No warranty as to use**

Nothing in this Lease is to imply or warrant that the Property may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this Lease.

**Agreements**

The parties accept that the facility provided on the Property is a Public Bowling Green and that approximately fifty per cent of the time the bowling green shall be available for use by visitors other than when in use for Member/Club Tournaments and Matches

All disputes or differences which arise between the parties hereto touching the provisions hereof or the operation or construction hereof shall be referred to arbitration by a single arbitrator under the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force.

**Notices**

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

**Third parties**

Unless expressly stated, nothing in this Lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

**Governing law and jurisdiction**

This lease and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this lease, its subject matter or formation.

**IN WITNESS** the parties have executed/signed this lease as a deed on the date specified above

## THE SCHEDULE

### Rent Review

1. The rent payable for the three years from the 01 January 2022 and for each succeeding period of three years ("**the relevant period**") shall be such rent as shall be agreed between the parties or in default of such agreement the sum determined under the terms of this Schedule being the current market rental value of the Property at that time and the following provisions of this Schedule shall apply for the purposes of ascertaining the rent for each such period.
2. Unless agreement is reached between the parties six months before the commencement date of the relevant period the Council may require an independent surveyor ("**the surveyor**") to be appointed to determine the new rent. The surveyor shall be nominated by agreement between the parties or in default of agreement by the President for the time being of the Dorset Law Society on the application of either party.
3. The decision of the surveyor shall be final on all matters referred to him and if a new rent shall not have been determined by the beginning of the relevant period then within fourteen days of notice of the decision of the surveyor having been served on the parties a sum equal to the difference to the new rent and the rent actually paid for any part of the relevant period in respect of which a rent less than the new rent has been paid shall be due and payable to the Council.
4. The new rent for each relevant period shall be the higher of:
  - a. the rent payable immediately before the relevant period; and
  - b. the best rent at which the premises might reasonably be expected to be left at the commencement of the relevant period by a willing landlord to a willing tenant for a term equal to the original term of this Agreement and on the same terms (other than as to the amount of rent) and on the assumption that the premises are fit for immediate occupation and disregarding any goodwill attached to the premises by reason of the Tenants' use and of any improvement carried out by the Tenants otherwise than in pursuance of any obligation under this Agreement.



Dated \_\_\_\_\_ 2020

Lyme Regis Town Council (1)

- and -

Lyme Regis Bowling Club (2)

## **L e a s e**

relating to

**Land at Monmouth Beach Car Park  
Monmouth Beach  
Lyme Regis  
Dorset**

**KITSON  
&  
TROTMAN**  
SOLICITORS

**The Champions  
Beaminster  
Dorset  
DT8 3AN**

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

Tel: 01308 862313  
Fax: 01308 862033  
Ref: JH.jh.L00417194

**H M LAND REGISTRY**  
**PRESCRIBED LEASE CLAUSES**

- *All words in italicised text and inapplicable alternative wording in a clause may be omitted or deleted.*
- *Clause LR13 may be omitted or deleted.*
- *Clause LR14 may be omitted or deleted where the Tenant is one person.*
- *Otherwise, do not omit or delete any words in bold text unless italicised.*
- *Side-headings may appear as headings if this is preferred.*
- *Vertical or horizontal lines, or both, may be omitted.*

**LR1. Date of lease**

**LR2. Title number(s)**

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

*Title number(s) out of which this lease is granted. Leave blank if not registered.*

DT366644

**LR2.2 Other title numbers**

*Existing title number(s) against which entries of matters referred to in LR9, LR10, LR11 and LR13 are to be made.*

None

**LR3. Parties to this lease**

*Give full names and addresses of each of the parties. For UK incorporated companies and limited liability partnerships, also give the registered number including any prefix. For overseas companies, also give the territory of incorporation and, if appropriate, the registered number in the United Kingdom including any prefix.*

**Landlord**

**Lyme Regis Town Council** of Town Council Offices Guildhall Cottage Church Street Lyme Regis DT7 3BS (**'the Council'**)

**Tenant**

[

]**(‘the Tenant’)**<sup>12</sup>

***Other parties***

*Specify capacity of each party, for example “management company”, “guarantor”, etc.*

None

---

<sup>12</sup> Identity, full name and address of contracting parties to be confirmed.

**LR4. Property**

*Insert a full description of the land being leased*

*or*

*Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.*

*Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified.*

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

Leasehold premises being **Land at Monmouth Beach Car Park Monmouth Beach Lyme Regis Dorset** shown outlined in red on the Plan

**LR5. Prescribed statements etc.**

*If this lease includes a statement falling within LR5.1, insert under that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule in this lease which contains the statement.*

*In LR5.2, omit or delete those Acts which do not apply to this lease.*

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None

**LR5.2 This lease is made under, or by reference to, provisions of:**

*Leasehold Reform Act 1967*

*Housing Act 1985*

*Housing Act 1988*

*Housing Act 1996*

Not applicable

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

*Include only the appropriate statement (duly completed) from the three options.*

*NOTE: The information you provide, or refer to, here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.*

- From and including 01 January 2020
- To and including 31 December 2033

**LR7. Premium**

*Specify the total premium, inclusive of any VAT where payable.*

None

**LR8. Prohibitions or restrictions on disposing of this lease**

*Include whichever of the two statements is appropriate.*

*Do **not** set out here the wording of the provision.*

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

*Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None

**LR9.3 Landlord's contractual rights to acquire this lease**

None

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

*Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.*

None

**LR11. Easements**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the easements.*

**LR11.1 Easements granted by this lease for the benefit of the Property**

See clause 3 of this Lease

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

See clause 5 and Schedule 2 of this Lease

**LR12. Estate rentcharge burdening the Property**

*Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge.*

Not applicable

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

*Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.*

*Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.*



jurisdiction, and any approved codes of practice issued by or with the authority of a statutory body;

<b>Members</b>	the members of the Lyme Regis Bowling Club;
<b>Off-Season Leaseback</b>	the Landlord's right to use part of the Property on the terms set out in Schedule 2;
<b>Permitted Use</b>	use as a car park for Permitted Vehicles ancillary to the use of Lyme Regis Bowling Club;
<b>Permitted Vehicles</b>	means roadworthy motor cars and motorcycles used by or belonging to Members;
<b>Property</b>	the leasehold premises being <b>Land at Monmouth Beach Car Park Monmouth Beach Lyme Regis Dorset</b> shown outlined in red on the Plan being part of the land registered at HM Land Registry with title number DT366644;
<b>Rent</b>	£7,020.00 per annum subject to review in accordance with Schedule 1;
<b>Service Media</b>	all conduits and equipment used for the reception, generation, passage and/or storage of Utilities;
<b>Utilities</b>	electricity, gas, water, foul water and surface drainage, signals, electronic communications and all other utilities serving or consumed at the Property;
<b>VAT</b>	value added tax payable under the Value Added Tax Act 1994 (or any similar or equivalent tax payable instead of or as well as VAT).

## **Interpretation**

In this Lease:

the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation';  
general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;  
an obligation not to do something includes an obligation not to cause or allow that thing to be done;  
obligations owed by or to more than one person are owed by or to them jointly and severally;  
references to the 'end of the Term' are to its expiry or sooner determination (however it happens);

references to any adjoining property of the Council include any property adjoining or near the Property owned, leased or occupied by the Council from time to time;  
unless otherwise stated, a reference to particular legislation is a reference to that legislation as amended, consolidated or re-enacted, and all subordinate legislation made under it from time to time.

### **Lease of Property**

IN CONSIDERATION of the rents reserved by this Lease the Council lets and the Tenant takes the Property for the Term TOGETHER WITH a right of way for Members and bona fide visitors to the Lyme Regis Bowling Club at all times and for all purposes to and from the Property from the public highway (in common with the Council and all other persons having a similar right) over the routes designated from time to time by the Council (acting reasonably) over such parts of the Council's land and property as is reasonably necessary SUBJECT TO and upon the terms, conditions and covenants of this Lease

### **Section 62 of the Law of Property Act 1925**

Nothing contained or referred to in this Lease will give the Tenant any right, easement or privilege and section 62 of the Law of Property Act 1925 does not apply to this Lease.

### **Rights excepted and reserved**

The following rights are excepted and reserved:

- the right to build on, or carry out works to (including demolition, alteration, construction or redevelopment), any adjoining or neighbouring property, or to consent to such building or carrying out of works and a right to oversail the Property with cranes even though this may interfere with the amenities of the Property;
- the right to use and make connections to the Service Media forming part of the Property which serve, or are capable of serving, other property;
- the right to enter the Property to inspect its state and condition;
- the exclusive right to all treasure and archaeological artefacts discovered on the Property;
- all rights of support enjoyed by any adjoining or neighbouring property;
- the right to enter the Property to exercise any right excepted and reserved by this Lease, or for any other reasonable purpose connected with this Lease or with the Council's interest in the Property or any adjoining or neighbouring property of the Council;
- the Off-Season Leaseback;
- all public rights of way and any third party rights;
- all private rights of way over the Property for the purposes of access to any premises situate to the north of the Property.

The rights excepted and reserved by this Lease are excepted and reserved to the Council and any superior landlord or mortgagee, and may be exercised by anyone authorised by the Council or a superior landlord.

### **Tenant's payments to the Council**

The Tenant covenants to pay to the Council:

- the Rent:

by a single payment partly in advance and partly in arrear on **01 July** each year;

making the first payment on or before the date if this lease for the period from 01 January 2020 to 31 December 2020

on demand any VAT incurred by the Council in connection with any supply made to the Tenant by the Council under this Lease or for any payment made by the Council under or in connection with this Lease and which is reimbursable by the Tenant, except to the extent that the Council is able to obtain an input credit for the VAT from HM Revenue & Customs;

The Tenant must pay and indemnify the Council against all present and future rates, duties and assessments, charges, liabilities charged on or payable in respect of the Property, the Service Media serving the Property, the supply of any Utilities to the Property (if applicable) (except any tax imposed on the Council in respect of the receipt of rents reserved by this Lease or any dealing with or disposition of the Council's interest in the Property).

The Tenant must not make any deductions or set-off from any payments due to the Council.

#### **Tenant's responsibility for the state and condition of the Property**

The Tenant shall keep the Property in good and substantial repair to the satisfaction of the Council.

At the end of the Term the Tenant must yield up the Property with vacant possession in accordance with and in the condition required by this Lease.

#### **Alterations and additions**

The Tenant must not make any alterations or additions to the Property or erect any building on the Property.

#### **Restrictions on use**

The Tenant must not:

use the Property for any purpose other than the Permitted Use;

clean any vehicle or undertake any maintenance or repair of any vehicle at the Property;

deposit rubbish or litter on the Property;

do anything in or outside the Property that might cause nuisance, damage or annoyance to the Council or others.

The Tenant must comply with all Legislation affecting the Property.

#### **Easements and third party rights**

The Tenant must not create any easement, right or privilege in favour of any other person over the Property or lose or reduce an easement, right or privilege benefiting the Property.

The Tenant must take all reasonable steps to prevent any encroachment or the acquisition of any easement in relation to the Property and must notify the Council immediately on becoming aware of any such matters. At the request of the Council the Tenant must adopt such means as are reasonably required to prevent any such encroachment or acquisition of any easement.

#### **Dealings**

The Tenant must not nor purport to assign, underlet, part with nor agree to part with possession of the whole or part of the Property or this Lease, nor charge or agree to charge, share or allow any other person to occupy the whole or any part of the Property otherwise than by the Off-Season Leaseback.

### **Tenant's additional covenants**

The Tenant covenants:

to keep insured, in an appropriate sum, public liability risks relating to the Property during the Term;

to take proper precautions to prevent damage to property and injury to people as a result of its use of the Property;

to indemnify the Council against all third party claims, actions and demands, including any losses, damages, costs and expenses (whether of the Council or a third party) arising out of:

the use of the Property;

the state and condition of the Property.

### **Quiet enjoyment**

Subject always to the Off-Season Leaseback, the Council covenants that the Tenant may peaceably enjoy the Property without any interruption by the Council or any person claiming under the Council.

### **Forfeiture**

The Council is entitled to re-enter the Property and forfeit this Lease immediately if:

any amounts are unpaid 14 days after becoming payable under this Lease (whether or not formally demanded);

the Tenant is in breach of any of its obligations in this Lease;

anyone takes any step whatsoever towards insolvency of the Tenant;

(where applicable) the Tenant is dissolved or struck off the register of companies.

### **Council's right to remedy default by the Tenant**

If the Tenant fails to comply with any of its obligations in this Lease, the Council may give the Tenant written notice of that failure, and the Tenant must remedy it within the time specified by the Council.

If the Tenant fails to remedy a breach of this Lease within the period specified in the Council's notice pursuant to clause 0, the Council may enter the Property and carry out any works or do anything else which may be needed to remedy the Tenant's failure to comply with its obligations under this Lease, and any costs incurred by the Council will be a debt due from the Tenant and payable on demand.

### **No warranty as to use**

Nothing in this Lease is to imply or warrant that the Property may be lawfully used or is physically suitable for the Permitted Use or the rights granted under this Lease.

### **Agreements**

The Council may vary the site of the Property within the car parking area at Monmouth Beach should the need arise and the term hereby granted and the provisions of this Lease so far as they are applicable thereto shall then apply to the substituted area designated by the Council .

All disputes or differences which arise between the parties hereto touching the provisions hereof or the operation or construction hereof shall be referred to arbitration by a single arbitrator under the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force.

**Off-Season Leaseback**

The parties agree and confirm that the provisions of Schedule 2 shall have effect during the Term and any the period of any holding over or extension or continuation of the Term by statute or common law.

**Notices**

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

**Third parties**

Unless expressly stated, nothing in this Lease will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

**Governing law and jurisdiction**

This lease and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this lease, its subject matter or formation.

**IN WITNESS** the parties have executed/signed this lease as a deed on the date specified above

## SCHEDULE 1

### Rent Review

1. The rent payable for the period from 01 January 2022 and for each succeeding period of 3 years ("**relevant period**") shall be the rent attributable to the Property on the basis that the Property is capable of accommodating 12 parked vehicles and calculated at the same rate per parking space as shall apply in respect of parking spaces on the Council's neighbouring and adjacent car parking areas at Monmouth Beach Car Park on the 1st April at the commencement of the relevant period PROVIDED THAT if such rent cannot be quantified the following provisions of this schedule shall apply for the purposes of ascertaining the rent for each such period.
2. Unless agreement is reached between the parties three months before the commencement date of the relevant period the Council may require an independent surveyor ("**the surveyor**") to be appointed to determine the new rent. The surveyor shall be nominated by agreement between the parties or in default of agreement by the President for the time being of Dorset Law Society on the application of either party.
3. The decision of the surveyor shall be final. on all matters referred to him and if a new rent shall not have been determined by the beginning of the relevant period then within fourteen days of notice of the decision of the surveyor having been served on the parties a sum equal to the difference to the new rent and the rent actually paid for any part of the relevant period in respect of which a rent less than the new rent has been paid shall be due and payable to the Council.
4. The new rent for each relevant period shall be the higher of: —
  - (i) the rent payable immediately before the relevant period; and
  - (ii) the rent calculated at the same rate per parking space as shall apply in respect of parking spaces on the Council's neighbouring and adjacent car parking areas on the 1st April at the commencement of the relevant period assuming 12 spaces
  - (iii) if the rate per parking space referred to in clause 4 (ii) cannot be quantified then it shall be the higher of:
    - The rent calculated at the same rate per parking space as shall apply in respect of parking spaces on the Council's neighbouring and adjacent car parking areas on the 1st April applicable on 1st April in the year prior to the relevant period assuming 12 spaces; and
    - the best rent at which the premises might reasonably be expected to be left. at the commencement of the relevant period by a willing landlord to a willing tenant for a term equal to the original term of this Agreement and on the same terms (other than as to the amount of rent) and on the assumption that the premises are fit for immediate occupation and disregarding any goodwill attached to the premises by reason of the Tenant's use and of any improvement carried out by the Tenant otherwise than in pursuance of any obligation under this Agreement.

**SCHEDULE 2**  
**Off-Season Leaseback**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Schedule:

**Designated Period** means each period beginning on 01 October and ending on 31 March during each year of the Term;

**Use** parking and/or storage and such other similar uses as the Council shall determine;

**Winter Parking Passes** four car parking passes for use on Monmouth Beach Car Park (forming part of the Council's adjoining and neighbouring property) during the Designated Period for use by Members.

**1.2 Interpretation**

The definitions and rules of interpretation referred to in clause 1 of this Lease apply subject to the definitions in this Schedule.

**2 Letting**

In consideration of the grant of the Lease and provision of the Winter Parking Passes (at no additional cost) to the Members, the Council reserves and the Tenant lets back to the Council the exclusive right to use the Property for the Use during the Designated Period.

**3 Tenant's covenants**

3.1 The Tenant must permit the Council peaceably and quietly to hold and enjoy the Property without any interruption or disturbance from or by the Tenant or any person claiming under or in trust for him or by title paramount during the Designated Period

3.2 The Tenant must ensure that the Property is unobstructed and fit for use under the terms of this Schedule during the Designated Period and will leave it in a clean and tidy condition and free of the Tenant's equipment or other goods or belongings at the beginning of the relevant Designated Period

3.3 The Tenant is to ensure that all Members are aware of the exclusive rights for the Council to use the Property under the terms of this Schedule during the Designated Period

**4 Council's covenants**

The Council covenants with the Tenant to observe and perform the requirements of this clause 4.

4.1 Unless there is damage to or destruction of the whole or any part of Monmouth Beach Car Park or access to it which renders Monmouth Beach Car Park unfit for use the Council must issue the Winter Parking Passes to the Tenant each year.

- 4.2 The Council must pay all present and future rates, taxes, charges, assessments and outgoings imposed on or payable in respect of the Designated Period.
- 4.3 The Council must pay, and indemnify the Tenant against, any VAT or tax of a similar nature that may be or become chargeable in respect of any payment made by the Council under this Schedule, or made by the Tenant where the Council agrees under this Schedule to reimburse the Tenant for it.
- 4.4 The Council must forthwith make good all damage caused to the Property during the Designated Period (save for fair wear and tear) and indemnify the Tenant against all claims and liability in respect of these matters.
- 4.5 At the end of each Designated Period the Council will yield up the Property to the Tenant in the same or no worse state and condition as it was on the date of commencement of the relevant Designated Period.

## **5 Insurance**

- 5.1 The Council may (at its discretion) insure against liability of the Council of loss or damage to the Property will insure against all actions, costs, claims or proceedings or liabilities to third parties during the relevant Designated Period
- 5.2 If any damage from an insured risk arises the Council will pursue any claim will the insurers diligently and must lay out all money received as a result of the claim in making good any damage or satisfying any proper claim brought by a third party.



**Committee:** Extraordinary Full Council

**Date:** 26 August 2020

**Title:** List of Payments

**Purpose of Report**

To inform members of the payments made in the month of July 2020

**Recommendation**

Members note the report and approve the attached schedule of payments for July 2020 for the sum of £161,796.09 .

**Background**

1. Lyme Regis Town Council's Financial Regulations, section 5.2, state:

'A schedule of payments forming part of the agenda for the meeting shall be prepared by the finance officer. Petty cash reimbursement will be reported as a total when re-imbusement takes place, unless this exceeds £200 per month, when full details will be provided. The relevant invoices will be made available for inspection at the council offices. If the schedule is in order it shall be approved by a resolution of the council.'

**Report**

2. The format of the report was amended to fulfil the requirements of the transparency code. As well as the date, amount, payee and some brief details, the report now includes an estimated VAT figure and the net cost to the council, as well as a 'merchant category'. The VAT and expenditure categories are indicative of that supplier, because the schedule shows a list of payments, not invoices, so one payment may include multiple invoices and multiple VAT rates, etc. The 'probable' VAT code is the code predominantly associated with the supplier. The 'merchant category' is the name used to group a number of nominal codes and represents the summary level we report on.
3. I present the list of payments for the month of July 2020, **appendix 15A**. Unless stated to the contrary, payments are for the provision of monthly or one-off goods/services.
4. If you would like any further information about any of these payments, I would encourage you to contact me in the office prior to the meeting.

Naomi Cleal  
Assistant Finance Manager  
August 2020

APPENDIX 15A

Lyme Regis Town Council								
Payments list for August 2020								
Total								
Date	Supplier	Detail	Payment Type	Amount	Probable VAT Code*	Probable VAT*	Probable Net*	Indicative Expenditure Category
<b>NAT WEST BANK</b>								
10-Jul	DORSET COUNCIL	Rates	DD	8334	0%	-	8,334.00	Outside Works
14-Jul	ALLSTAR	Monthly fuel	DD	481.37	20%	80.23	401.14	Utilities
15-Jul	Bankline	Bank charges	BLN	52.5	0%	-	52.50	Office Expenses
21-Jul	WORLDPAY	Transaction charges	DD	192.53	0%	-	192.53	Office Expenses
21-Jul	WORLDPAY	Transaction charges	DD	26.58	0%	-	26.58	Office Expenses
22-Jul	DWP	Waste collection	DD	604.4	0%	-	604.40	Outside Works
22-Jul	EDF ENERGY	Electricity	DD	300.15	5%	14.29	285.86	Utilities
24-Jul	SALARY	Salaries	EBP	36447.13	0%	-	36,447.13	Staffing
27-Jul	DORSET COUNCIL	Loan repayment	SO	3125	0%	-	3,125.00	Outside Works
31-Jul	HMRC PAYE	PAYE and NI July 2020	DD	12232.51	0%	-	12,232.51	Staffing
				Total	£61,796.17			
<b>LLOYDS BANK</b>								
01-Jul	ZOOM	Subscription	DEB	11.99	0%	-	11.99	Staffing
03-Jul	MARINE THEATRE	Grant	FPO	5500	0%	-	5,500.00	Outside Works
03-Jul	LYME FORWARD	Grant	FPO	2500	0%	-	2,500.00	Outside Works
03-Jul	LRDT	Grant	FPO	2500	0%	-	2,500.00	Grants
03-Jul	B SHARP	Grant	FPO	1250	0%	-	1,250.00	Grants
03-Jul	BRIDPORT CAB	Grant	FPO	1125	0%	-	1,125.00	Office Expenses
03-Jul	CUSTOMER	Beach hut refund	FPO	706.24	0%	-	706.24	Beach Hut
03-Jul	CUSTOMER	Beach hut refund	FPO	415.07	0%	-	415.07	Utilities
03-Jul	CUSTOMER	Beach hut refund	FPO	415.07	0%	-	415.07	Beach Hut
03-Jul	CUSTOMER	Beach hut refund	FPO	415.07	0%	-	415.07	Beach Hut
03-Jul	AXE RING AND RIDE	Grant	FPO	375	0%	-	375.00	Grants
03-Jul	VPW SYSTEMS	Website hosting	DD	360	20%	60.00	300.00	Marketing & Tourism
03-Jul	GRENKELEASING LIM	Franking machine	DD	313.2	20%	52.20	261.00	Office Expenses
03-Jul	CUSTOMER	Beach hut refund	FPO	312.94	0%	-	312.94	Beach Hut
03-Jul	CUSTOMER	Beach hut refund	FPO	312.94	0%	-	312.94	Beach Hut
03-Jul	CUSTOMER	Beach hut refund	FPO	312.94	0%	-	312.94	Beach Hut
03-Jul	CUSTOMER	Shelters refund	FPO	75	0%	-	75.00	Beach Hut
03-Jul	CUSTOMER	Shelters Refund	FPO	25	0%	-	25.00	Beach Hut
06-Jul	CUSTOMER	Beach hut refund	FPO	415.07	20%	69.18	345.89	Staffing
06-Jul	CUSTOMER	Beach hut refund	FPO	415.07	20%	69.18	345.89	Utilities
06-Jul	CUSTOMER	Beach hut refund	FPO	415.07	20%	69.18	345.89	Office Expenses
06-Jul	CUSTOMER	Beach hut refund	FPO	133	120%	72.55	60.45	Office Expenses
06-Jul	GIFFGAFF	Monthly mobile bundle		6	20%	1.00	5.00	Utilities
06-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
07-Jul	CUSTOMER	Wedding Overpayment	FPO	50	0%	-	50.00	Outside Works
07-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Office Expenses
08-Jul	GLEN CLEANING	Monthly cleaning	FPO	10067.71	20%	1,677.95	8,389.76	Outside Works
08-Jul	MARTIN DIPLOCK	Cart road services	FPO	3000	20%	500.00	2,500.00	Office Expenses
08-Jul	DW WINDSOR	Ammonite lamp cover	FPO	2197.2	20%	366.20	1,831.00	Outside Works
08-Jul	LRDT PROPERTY M	Rent and service charge	FPO	1632.42	20%	272.07	1,360.35	Rents
08-Jul	VENN GROUP	Staffing costs	FPO	1568.91	20%	261.49	1,307.43	Staffing
08-Jul	GROVES NURSERIES	Compost etc	FPO	1143.74	20%	190.62	953.12	Outside Works
08-Jul	DARKIN	Internal auditor	FPO	828.13	20%	138.02	690.11	Office Expenses
08-Jul	SCREWFIX	External supplies	FPO	348.37	20%	58.06	290.31	Office Expenses
08-Jul	SAFTEY SIGNS4 LESS	Safety signs	FPO	330.66	20%	55.11	275.55	Outside Works
08-Jul	NW SYSTEMS	Camera streaming	FPO	309.6	20%	51.60	258.00	Office Expenses
08-Jul	CLUB WIFI	Monitoring of website	FPO	300	20%	50.00	250.00	Outside Works
08-Jul	AXE SKIP HIRE	Skip hire	FPO	294	20%	49.00	245.00	Outside Works
08-Jul	TRAVIS PERKINS	External supplies	FPO	268.76	20%	44.79	223.97	Office Expenses
08-Jul	COBB GARAGE	Servicing and MOT	FPO	267.3	20%	44.55	222.75	Outside Works
08-Jul	SW HYGIENE	Sanitary collection	FPO	206.98	20%	34.50	172.48	Outside Works
08-Jul	EVERGREEN RENEWABL	Boiler service	FPO	168	20%	28.00	140.00	Outside Works
08-Jul	TBEVIS	Seat slats	FPO	118.8	0%	-	118.80	Grants
08-Jul	WESTCRETE CONCRETE	Concrete	FPO	106.95	20%	17.83	89.13	Outside Works
08-Jul	CLARITY COPIERS	Photocopier costs	FPO	14.32	20%	2.39	11.93	Office Expenses
08-Jul	AKROVALV	Plumbing parts	FPO	11.98	20%	2.00	9.98	Outside Works
08-Jul	ECOM6	Transaction fees	FPO	4.2	20%	0.70	3.50	Utilities



23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
23-Jul	GIFFGAFF	Monthly mobile bundle	DEB	8	20%	1.33	6.67	Utilities
23-Jul	GIFFGAFF	Monthly mobile bundle	DEB	8	20%	1.33	6.67	Utilities
23-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
23-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
24-Jul	DAC BEACHCROFT	Insurance claim VAT	FPO	471	0%	-	471.00	Office Expenses
27-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
27-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
27-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
27-Jul	CUSTOMER	Holiday parking permit refund	FPO	100	0%	-	100.00	Beach Hut
27-Jul	GIFFGAFF	Monthly mobile bundle	DEB	10	20%	1.67	8.33	Utilities
27-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
27-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
27-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
28-Jul	CUSTOMER	Beach Hut Refund	FPO	120	0%	-	120.00	Beach Hut
28-Jul	CUSTOMER	Holiday Permit Refund	FPO	100	0%	-	100.00	Beach Hut
28-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
29-Jul	UNITY 5	Zatpark usage fees	FPO	2780.52	20%	463.42	2,317.10	Utilities
29-Jul	GIFFGAFF	Monthly mobile bundle	DEB	6	20%	1.00	5.00	Utilities
			Total	<u>£99,996.42</u>				
			Petty Cash	<u>£3.50</u>				