

# **LAVENHAM PARISH COUNCIL**

**To: Members of Lavenham Parish Council**

**You are duly summoned to attend the Annual Meeting of Lavenham Parish Council to be held at 7.30 pm on Thursday 1<sup>st</sup> May 2025 at Lavenham Village Hall, Church Street, Lavenham.**

## **Public Attendance**

Members of the public and press are welcome to attend. At item 8 the public will be invited to give their views/question the Parish Council on issues on the agenda or local matters. This item will generally be limited to 10 mins. duration.

## **AGENDA**

- 1. To elect a Chair**
- 2. To elect a Vice-Chair**
- 3. Apologies and approval of absences**
- 4. Declarations of Interest**
- 5. To consider requests for dispensations**
- 6. To approve as accurate minutes of the last meetings of the Council held on:**
  - a) March 27<sup>th</sup> 2025 and b) April 3<sup>rd</sup> 2025**
- 7. Chair's Announcements**
- 8. Public participation session (10 minutes)**
- 9. Local Authority Councillors' Reports**
- 10. 20 mph scheme: Report and Motions**
- 11. The Paddocks Allotments: Report and Motions**
- 12. Planning**
  - 12a Planning Register: Report**
  - 12b Planning Group: To receive reports and recommendations**
  - 12c Motion to approve response concerning proposed changes by Babergh DC with respect to advertising of Planning Applications**

### **13. Motions to approve Grants**

13.a **£350 to the British Legion to support VE Day barbecue.**

13.b **£150 to the Lavenham Community Council to support holding the weekly Coffee Mornings outside in the summer months.**

### **14. Lavenham Neighbourhood Plan 3: Report**

### **15. Clerk/RFO report**

15.a **Motion to approve Accounts for month ending 31<sup>st</sup> March 2025**

15.b **Motion to approve Receipts and Payments for month ending 31<sup>st</sup> March 2025**

15.c **Motion to approve Revised Standing Orders**

### **16. Motion to sign EV Cluster Agreement**

### **17. Motion concerning Local Government Reorganisation**

### **18. Date of next meeting – Thursday 5<sup>th</sup> June 2025**



Andrew Smith  
Clerk to the Council  
Parish Office  
Church St  
Lavenham

Date: 25<sup>th</sup> April 2025

## **PARISH COUNCIL MEETING**

Held on Thursday 27<sup>th</sup> March 2025, commencing at 7.30 pm. in the Village Hall.

*Full reports and supporting documents can be found on the Parish Council website under Meetings, March 2025*

### **Present:**

Chair: Cllr Janice Muckian. Cllrs: Alison Bourne, Frank Domoney, Lizzie Falconer, Roy Mawford, Irene Mitchell, Mary Morrey, Jane Ranzetta and Michael Sherman. Five members of the public were present.

### **Opening Statement by the Chair:**

The Chair began by welcoming everyone to this additional meeting and introduced herself asking the Clerk to move straight to Absences, Declarations of Interest and Requests for Dispensations.

#### **1. Apologies and approval of Absences**

The Clerk reported that Cllrs Lamont and Robinson were not present and had sent their apologies. Cllr Ranzetta had explained that she might be late and joined the meeting at 7.40pm.

#### **2. Declarations of Interest**

None.

#### **3. Requests for Dispensations**

The Clerk reported that he had received no further requests for dispensations.

### **Statement by the Chair**

The Chair explained that this meeting was being held as the Parish Council has received complex and wide ranging Subject Access Requests from two individuals.

The Chair explained that Council meetings are usually recorded for the purpose of minute taking only and reminded Councillors that some Members of the Public have in the past requested copies of those recordings.

The Chair told Councillors that it is a legal requirement that Council not reveal the identity of the individuals who submitted these requests and it was therefore essential, while these requests were discussed, that Councillors who may know, or suspect, their identities make every effort to avoid inadvertently revealing their names. She emphasised that should the identity of the requestors be inadvertently revealed during the recording, that portion of the recording will be redacted.

She reiterated a plea that Councillors and the Clerk make every effort to ensure that the requesters are not identified.

The Chair then asked Council to consider, in order to minimise the likelihood of this happening, that agenda item 6 be broken into two parts with Council asked to consider a motion to exclude the Public from the second part.

Part 1: The Clerk will introduce the item, giving such detail as is possible, with an estimate of costs that could be incurred. This will then be followed by a Question-and-Answer session when Councillors will be invited to ask the Clerk questions. The answers to these questions not be debated at this point.

Part 2: The public are excluded during Council's deliberations should that have been agreed by a motion. The recording of the meeting is paused during these deliberations. The minutes of the meeting will record the outcome of Council's decision, but not the details of the debate.

#### **4. Public Participation Session**

The Chair told Members of the Public that to protect the confidentiality of the requesters they needed to word any questions or statements regarding tonight's agenda carefully. She reminded Members of the Public that the next scheduled meeting is in seven days' time.

She explained that anyone wishing to ask a question or make a statement has three minutes each with the Standing Orders of the Council clear that this public participation session is for ten minutes and that it is at the discretion of the Chair whether further time is allowed.

A Member of the Public said that in her experience Subject Access Requests are unusual at Parish Council level and asked if Babergh Council had been asked for help. She said that having read the information on the ICO website it was her opinion that the Council needed to make sure that its decisions were correct as incorrect decisions would have far-reaching consequences. She described the situation as dreadful, saying that in her opinion the money had to be spent to prevent vexatious requests and fishing expeditions being made. She said that Parish Councillors must be able to freely debate all matters that come before the Council and that in future, other members of the community must feel able to step up and fill vacancies as and when they arise.

She concluded saying that, in her opinion, being a Parish Councillor currently looked like a poisoned chalice and that she had come to Council tonight to applaud the Councillors and Clerk for their stoicism in the face of what she considered to be a constant and very personal attack.

#### **5. Chairman's Announcements**

The Chair proposed a motion to exclude the Press and Public from the second part of item 6 i.e. Council's deliberations, to ensure that the identity of the individuals who have made Subject Access Requests is not inadvertently revealed in public

**Proposed:** Cllr Mawford

**Seconded:** Cllr Morrey

**Decision:** Approved. Cllrs Domoney and Sherman voted against.

#### **6. Legal Advice concerning two complex and wide-ranging Subject Access Requests received Saturday March 8th 2025**

##### **Part 1**

The Clerk explained that these are 'Subject Access Requests' not 'Freedom of Information Act requests.

Freedom of Information Act requests, he said, essentially ask questions or seek access to Council records concerning a matter.

Examples of these might be 'how much does the Parish Council spend on streetlighting?' or 'please provide the recording of last night's meeting of Council' or 'please share all correspondence with Suffolk Highways concerning the proposed 20mph scheme'. He characterized such requests as generally not difficult to answer.

A Subject Access Request, he said, is more complex because it seeks all the personal data held by the Council concerning the requestor. Council has only had one previous Subject Access Request before these two and the nature of that query had not presented any particular difficulties.

He reminded Councillors that these two Subject Access requests are for:

'All records, emails, letters, text messages (including WhatsApp) and private phones and emails' relating to the requestors, for a substantial period of time.

He reminded Councillors that in the email sent to them informing them of this meeting they had been made aware of a number of the legal and administrative issues and so at this meeting he would draw attention only to a small number of these issues:

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Issues the Clerk drew to Councillors attention:

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- a) To what extent Council must demand and attempt to enforce Councillors, as requested, to conscientiously search their own private emails and other messages such as text and WhatsApp messages and the likely legal consequences considering the past reactions of the ICO of any non-compliance by Councillors, for both the individual Councillors and the Council. He said that is clear in the ICO guidance that Information relating to the official business of the Council that is held in personal email accounts is caught. He reminded Councillors that their own Communications Policy also makes this clear.
  - b) Whether the Information Commissioner Office (ICO) is likely to take a different view concerning compliance with the private elements of these requests in respect of those Councillors who have at periods clearly being using their private email accounts for Council business. The rules in this area, were he said, designed to stop an organisation attempting to circumvent disclosure rules by using outside the organisation email accounts.
  - c) There are exemptions under the Act. For example it appears that a Monitoring Officer (such as the Babergh Monitoring Officer) is exempt from any obligation to respond to SAR requests but it is unclear whether correspondence between us all and the Monitoring Officer is exempt or can be fully redacted. It is also the case that a request which is 'manifestly unfounded or excessive' can be refused. In his opinion these requests are unlikely to be held as such but professional advisors might have a different opinion. Should Council incorrectly determine that the requests were 'manifestly unfounded or excessive' then the Clerk and Council would have committed a criminal offence.
  - d) Council will need to redact (i.e. black out) all the supplied items to protect the personal data of other people (Councillors, Members of the Public and others) none of whom have given consent for their personal data to be shared. He explained the complexity of this process.
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The Clerk then detailed the work he had done on these Subject Access Requests to date:

He had utilised the helpline offered by the Information Commissioners Office. Calls to this line, he said, are normally terminated after about thirty minutes. This service, he explained, points callers to the legislation but does not advise. To advise would put the ICO in the position of assessing the quality of its own advice. He described the service as 'helpful but unhelpful'.

He had asked Babergh District Council Legal Department as our 'mother council' whether it could help, it said it could not.

He had spoken, at no cost, with three firms of Solicitors. Those conversations were generally each of about 45 minutes length. Council policy is clear that three quotes must be obtained for amounts of greater than £1,000.

- a) Quote A: a fee of between £3,500 and £5,000 to include both a high-level guidance note and review of the relevant documents.
- b) Quote B: he described this as much more detailed and therefore much more helpful, with an estimate of approximately £1,500 for the preparation of an advice note (including a later follow-up conversation) and £2,000 to £3,000 for managing the request for us. They had explained that they generally set up a secure, online HighQ data room into which we upload all documents for potential disclosure, which they will then review, filter and redact. In addition, they would prepare a covering letter to accompany the provision of the disclosable data to x and x which would contain all formalities required by Article 15 of the retained GDPR. Estimated total £4,500.
- c) Quote C: £1,500 for advice regarding how to undertake the search for the requestors' personal data and other matters to consider at the outset. The solicitor then quoted for ongoing support in relation to the DSARs such as drafting any communication to the requestors; to answer any queries we may have in relation to the ongoing search; and to assist in communication with other Council Members suggesting a budget for this of £2,950- £4,950. To undertake the DSARs and apply the various exemptions and redactions to documents this would likely cost in excess of £5,000. This estimate will depend on how many documents are produced by the search. Estimated total £11,000.

He emphasised that all firms have made it very clear these are their best estimates, final costs may be higher should the matter be more complicated or the number of documents higher than anticipated.

The Chair invited Councillors to ask questions explaining that she would begin with a small number to get the session started.

The Chair asked how many documents might be in scope. The Clerk replied that he had done a quick search of his own correspondence and he anticipated that 2,000 of his emails would fall into scope. He added that he did not know how many emails between Councillors which he had not been copied into existed and that he had no idea of the number of private messages.

The Chair asked how the Clerk, should he be requested by Council to do the redaction work himself, would ensure that the redactions were correct and how long the task might take. The Clerk replied that the task would be almost impossible. He explained that should he attempt to redact them at a possible speed of one every five minutes the task would take 200 hours meaning he would do almost no work for several months. He said that equally worrying, should he redact over-aggressively a criminal offence would have been committed and redaction with insufficient vigilance would probably lead to a data breach, requiring Council to report itself to the ICO. He described doing the redactions properly as a skill he did not have. He informed Councillors that the Requestors had been clear with him that they have engaged Solicitors to review the output of the Subject Access Requests.

Cllr Ranzetta asked if the 'substantial period of time' was known. The Clerk responded that it was known, he had obscured this to avoid identifying the Requestors. She asked that since Councillors were not Employees what difference that makes. The Clerk explained that he had asked the lawyers that question. He explained that clearly Councillors could not be 'fired' as Employees can be, but that it was almost certainly within the Clerks powers to ask the IT Provider to open the .gov email accounts (but that this right needed to be clarified before the IT Provider was even approached) and almost certainly the duty of the Clerk to request Councillors to co-operate with respect to disclosure of privately held materials. A lawyer would advise what the form this request should take and the likely consequences for the Council and the Councillor should Councillors refuse this privately held information.

Cllr Sherman said that he had spoken to the ICO for two hours and that the ICO had told him that he was under no obligation to provide his privately held data due to GDPR. The Clerk admired Cllr Sherman's ability to keep the ICO helpline talking and explained to Cllr Sherman that almost certainly he would not be asked to turn his private accounts over to the Clerk but instead the Clerk would ask Cllr Sherman to search his accounts for the key words. Cllr Sherman said that the Requestors would need to obtain a Court Order to access his private emails. The Clerk responded that the PC needed to be sure i.e. by having obtained legal advice before making any such assertion to the Requestors.

Cllr Falconer asked what the financial implications of obtaining legal advice might be and whether costs could be recouped from the Requestors should Council in the end be found 'to have not done anything wrong'. The Clerk responded that ultimately these costs will be paid by Council Tax payers in this Parish either in reduction of services, failure to improve village infrastructure or increases in Council Tax. The Clerk detailed recent savings made by Council and the likely surplus this year and the cost headwinds faced by Council. There was he said no prospect of recovery of costs from the Requestors as they have not done anything wrong and are entitled to make their requests.

Cllr Mitchell asked how/why the volume of contacts was so high. The Clerk replied that these are people who correspond with Council the very most. Cllr Mitchell asked if these were disproportionate to the typical level of communications. The Clerk replied that he had such levels of correspondence with most people sitting around the table. Cllr Mitchell said that she now recognised that such volume was not untypical of those who engage/scrutinise Council.

Cllr Mitchell asked if these two individuals take a disproportionate amount of the Clerks time in the context that the Clerk serves 2,000 individuals. The Clerk replied that these individuals do take an amount of his time but that he was not prepared to say more than that.

Cllr Domoney asked what his financial exposure was should he tell the requestors to 'go forth and multiply' or as Cllr Sherman had suggested 'Go Get a Court Order'. The Clerk replied that was one of the questions he would ask the lawyers who would be able to advise what penalty the ICO could apply but also, in their experience, the likely sanction. He explained that with respect to emails on the .gov server it was certain that a large number of these would have to be supplied, the questions were to what extent they could be validly excluded and to what extent they could be redacted. He said that he was very aware that over-redaction, even if not illegal, was a bad look and likely to be challenged.

Cllr Mawford said that he read the ICO website and had noticed that extensions of time were possible should the matter be considered 'complex'. The Clerk replied that he had also read these sections and noted that the word 'complex' included an assessment of the organisation's resources. He said that only a lawyer could advise whether the PC resources should be regarded as being it's one employee or all the funds available to it which it is able to top up by increasing Council Tax.

Cllr Ranzetta asked if Council has any rights over the information handed over. The Clerk replied that Council does not.

Cllr Mitchell asked if the Clerk has to do this without legal assistance what the effect would be on Council activities over the next year. The Clerk explained that he would be ground down into an 'absolute pulp'. Meeting papers would cease to exist as currently known, there would be no accounts and no audit, it would be an emergency basis operation only. He added that even obtaining legal advice would not be a complete help to the clerk's workload as inevitably the lawyers ask questions.

Cllr Bourne asked if a delegation could be sent to persuade the requestors to drop the matter. Cllr Sherman said that such a conversation might be a matter for Part 2.

Cllr Domoney asked if there were Case Studies available. The Clerk replied that the ICO publishes its 'tellings off' of those who have failed to answer Subject Access Requests properly but not the many thousands of decisions it makes in favour of Organisations and so much of the useful information is not available. He explained also that 95% of these requests relate to Employment Disputes and not matters such as the one faced by the PC. Cllr Mitchell said that her research had led her to understand that many Councils do not respond on a timely basis but her research had not led her to anything that would help the PC.

At 8.35 pm Council moved to Part 2 and Members of the Public left the room.

The Chair reminded Councillors that this part of the meeting was not being recorded by the Clerk. She asked Councillors to not record this part of the meeting and told them that should they do so it such recording would be without the consent of other individuals present and sharing it with a third party without this consent could be deemed illegal.

She asked all Councillors to indicate that they are not recording this meeting and all Councillors so indicated.

## Part 2

Councillors discussed the matters raised in Part 1.

The suggestion raised in Part 1 about a Councillor(s) mediating with the requestors was briefly discussed. A consensus was reached that such an approach would breach confidentiality and could not deliver any guarantee that a withdrawal of the requests would be of a permanent nature.

Through questions to the Clerk, Councillors heard about some key tasks not being delivered for the benefit of the community, due to the time the Clerk has devoted to corresponding with a very small number of individuals. Various views were expressed that assistance was urgently required.

Subsequent to those discussions Councillor Mitchell suggested an outline amendment to the motion, which after further discussion, read 'consequent of two wide-ranging and complex Subject Access Requests received in March 2025, the Clerk is given full discretion by the Council, with immediate effect, to obtain whatever legal advice he deems necessary to handle all Freedom of Information Act requests, Subject Access Requests and formal and informal complaints. The Clerk to report monthly, beginning at the May 1<sup>st</sup> 2025 meeting of Council, concerning the use of this discretionary power. This discretionary power to be reviewed by Council at its meeting to be held on Thursday August 7<sup>th</sup> 2025'.

**Proposed:** Cllr Ranzetta **Seconded:** Cllr Falconer

**Decision:** Approved unanimously

**Motion:** To obtain legal advice consequent of two wide-ranging and complex Subject Access Requests received in March 2025 and that the Clerk is given full discretion by the Council, with immediate effect, to obtain whatever legal advice he deems necessary to handle all Freedom of Information Act requests, Subject Access Requests and formal and informal complaints. The Clerk to report monthly, beginning at the May 1<sup>st</sup> 2025 meeting of Council, concerning the use of this discretionary power. This discretionary power to be reviewed by Council at its meeting to be held on Thursday August 7<sup>th</sup> 2025.

**Proposed:** Cllr Mitchell **Seconded:** Cllr Morrey

**Decision:** Approved unanimously

Note: The Local Government Act 1972, section 101, gives a Parish Council power to delegate decisions to an Executive Committee or the Parish Clerk, being the Council's Proper Officer.

Meeting closed 9.15pm

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## **PARISH COUNCIL MEETING**

Held on Thursday 3<sup>rd</sup> April 2025, commencing at 7.30 pm. in the Village Hall.

*Full reports and supporting documents can be found on the Parish Council website under Meetings, April 2025 Meeting Pack.*

### **Present:**

Chair: Cllr Janice Muckian. Cllrs: Alison Bourne, Frank Domoney, Lizzie Falconer, Iain Lamont, Roy Mawford, Irene Mitchell, Mary Morrey, Chris Robinson and Michael Sherman. Eight members of the public.

### **Opening Statement by the Chair:**

The Chair began by welcoming everyone and introduced herself explaining to all present that this meeting is being recorded for the purpose of minute taking only and that after the minutes have been approved this recording will be destroyed. The Chair reminded all that this is not a public meeting, but a meeting of the Council held in public. Members of the Public were respectfully asked to maintain silence during the Council's deliberations and not to approach the Councillors. Councillors were requested not to engage with Members of the Public when Council is in session. All were asked to ensure that their mobile phone was on silent and were reminded to treat all present with respect.

### **1. Apologies and approval of Absences**

The Clerk reported that Cllr Ranzetta was not present and had sent her apologies.

### **2. Declarations of Interest**

The Clerk reported that no Councillor had declared an interest in anything on the agenda.

### **3. Requests for Dispensations**

The Clerk reported that he had received no further requests for dispensations.

### **4. To approve as accurate minutes of the 6<sup>th</sup> March 2025 meeting of the Council**

Cllr Sherman commented that these minutes did not report that he had left the room during the discussion on Planning item DC/25/00457 'Land Off Norman Way' having declared an interest in the matter. The Clerk agreed to amend the minutes to correct this omission.

**Proposed:** Cllr Robinson **Seconded:** Cllr Sherman. **Decision:** Approved unanimously.

### **5. To approve as accurate minutes of the 13<sup>th</sup> March 2025 meeting of the Council**

**Proposed:** Cllr Sherman **Seconded:** Cllr Domoney

**Decision:** Approved unanimously. Cllr Robinson abstained having not been at the meeting.

### **6. Public Participation Session**

The Chair reminded Members of the Public of the protocol for this session. Those who wish to ask a question or make a statement have three minutes. Matters raised must concern business on the agenda or local matters. If a question cannot be answered tonight Members of the Public should contact the Clerk with their name and contact details and will receive a written response within 28 days. She explained that the Standing Orders of the Council are clear that this public participation session is for ten minutes and that it is at the discretion of the Chair whether further time is allowed or the session shortened. No Member of the Public wished to speak.

## **7. Chairman's Announcements**

The Chair explained that consequent of the size of the Agenda for this meeting that she was keeping her announcements very brief.

She reminded Councillors that Council will be considering the implementation of the 20mph scheme that has been proposed by Suffolk County Council at the Council meeting to be held on Thursday 1<sup>st</sup> May commenting that details of this scheme are available on the Parish Council website and that the Clerk will advertise this upcoming discussion on Facebook and on the village noticeboards.

She told Councillors that Cllr Morrey had been in contact with the British Legion to understand their plans to celebrate the eightieth anniversary of VE Day. Cllr Morrey reported that the Legion are going to hold a barbecue and would be very grateful for a contribution from the Parish Council of £350. Cllr Morrey explained that unfortunately this information had not been available in time to include on this month's agenda but that she would bring forward a motion at the May 1<sup>st</sup> meeting. Councillors indicated that they would support this idea at the May 1<sup>st</sup> Meeting with the funds coming from the Street Fair Fund.

The Chair informed Councillors that it is proposed the Annual Parish Meeting will take place on Thursday May 15<sup>th</sup> with the Reverend Simon Pitcher attending to explain the T500 celebrations.

The Chair concluded by thanking Cllr Domoney for making her aware that both the Co-Op and the Butchers have joined the 'too good to go scheme'. The Clerk will advertise this scheme on the Parish Councils website. The scheme aims to reduce food wastage by making discounted food available to buy.

## **8. Local Authority Councillors' Reports**

Cllr Maybury began by informing Councillors of events subsequent to the writing of the District Councillors report.

Following complaints about fouling by dogs Babergh Council are going to put up additional signs on Bears Lane. Babergh has received an additional £2.9 million of Central Government funding for improvements to the social housing stock to help reduce the energy bills paid by Babergh tenants to heat their properties. She has received correspondence concerning speeding on Bridge St Rd and how close on Bridge St Road the National Speed Limit sign is to the settlement boundary.

Cllr Clover reported that Babergh and Mid Suffolk District Councils have agreed that two or three unitary authorities would best represent the local interests of Suffolk. This decision has been submitted to the Government. This is not the view of Suffolk County Council which has voted to have a sole unitary authority covering the whole of Suffolk.

Cllr Clover reported that consequent of the Governments housing target of 1.5 million homes to be built in the next five years Babergh DC has no option but to review the Joint Local Plan. He explained that this four year process will include strategic development, two public consultation stages, evidence gathering, examination and modification. He explained that the initial calculations show that the Indicative Interim Housing Requirement for Lavenham will be a figure of 400 new dwellings over the next 20 year period. Following deductions for residual dwellings on commenced sites (31) and sites not started (2) this gives a net figure of 367 new dwellings. He emphasised that these figures, although indicative only, should be factored in when developing any Neighbourhood Plan. Grant funding of up to £10,000 is available from Babergh Council to support the development of Neighbourhood Plans.

Cllr Mawford asked Cllr Clover whether the issue date of the revised JLP was likely to coincide with the date by which the Government aims to have achieved its 1.5m housing target. Cllr Clover agreed that the dates so align pointing out that the Indicative Housing Requirements cover a twenty year period not a five year period.

Cllr Cover concluded by telling Councillors that under Awaab's Law that it is now a requirement that any reports of damp or mould or any other health and safety issues in a customer's home are actioned the same working day. The contact number for Babergh Please Customer Services is 0300 123 4000.

County Cllr Lindsay thanked Cllr Clover for his summary of the situation in respect of the number of unitary authorities and explained that the likely timetable for elections is:

**May 2026:** The postponed Suffolk County Council elections are theoretically timetabled for May 2026 however it is widely considered that the government will postpone these for a further 12 months and so it is unlikely there will ever be another Suffolk County Council election.

**May 2026:** Election for Mayor of Norfolk and Suffolk.

**May 2027:** Elections for Parish Councils and for “shadow” Unitary Councillors.

**May 2028:** Suffolk CC and all the District Councils will dissolve, new Unitary Council(s) will commence.

The Suffolk CC Monitoring Officer has refused a request by all non-Conservative Councillors that the Cabinet decision to take the libraries in house be ‘called in’ – a process by which an issue can be tabled at a meeting of the Council’s Scrutiny Committee to be looked at more closely. The Monitoring Officer considered that the Cabinet had received sufficient information before making its decision.

He concluded by reporting that a speed survey conducted by Highways in Bildeston a year after the 30mph limit was replaced by a 20mph limit showed that average speeds on the High Street have dropped by 24% north-bound and 10% in the south-bound direction. He asked Cllr Maybury to forward him the correspondence concerning the speed of vehicles and speed limit on Bridge St Road.

## **9. Planning Applications for Consideration**

The Clerk reported that two further decisions had been received since the Working Papers were written for the meeting.

Rowan Cottage: Discharge of Conditions accepted. Toll Cottage: Change of Use refused.

The Chair reminded Councillors that any decision they make must be based upon their evaluation of all the documents available to them, including all other Material Considerations including public comments and economic and social consequences. Documents prepared by the planning group, she said, summarise that groups deliberations but do not replace Councillors own due diligence. She reminded Councillors that Council recommendations to Babergh only express the opinion of this Council in the same way others are able to express their opinions; the granting of any planning permission is made by the professional planners employed by Babergh District Council.

**DC/25/00788** Little Brook, Lower Rd, Erection of a single storey store building.

Cllr Lamont explained that the application is for construction of a store building adjacent to the property. No dimensions of the building have been given. The purpose of the proposed storage is not stated and so it is unclear whether this is for residential or business use. The building is proposed to have a slate roof with painted Weather Boarding (colour not specified) which is appropriate for the location.

Cllr Lamont detailed the concerns of the Planning Group:

- a) The position of the proposed building is almost completely in front of the building line defined by other properties along Lower Road and will be obtrusive looking down Lower Road. This is affecting the streetscape and so does not align with LNP2016 Policy H1.
- b) The applicant has indicated on the application form that no hedgerows or trees are affected by this application. However, photographs taken by the Parish Council show that the site has been recently cleared in anticipation of this application, so they were quite clearly affected. This does not meet LNP 2016 Policy D1 All development proposals will be expected to retain and enhance vegetated boundaries as much as possible, particularly those of intact hedgerows and trees.
- c) The development site is not included in the Title Deeds for Little Brook. The applicant has not declared on the application form a Certificate Of Ownership.
- d) No Biodiversity net Gain measures as required by Babergh DC policy have been supplied.
- e) The site includes a stream and no Ecology report has been submitted.

**Motion:** that the Parish Council recommends refusal of Application DC/25/00788.

**Proposed:** Cllr Sherman **Seconded:** Cllr Morrey **Decision:** Approved unanimously

**DC/25/01116** Glenholm, Brent Eleigh Road, Structural modifications to the roof, walls and floor, removal of a chimney and alterations to fenestration.

Cllr Lamont explained that this is a retrospective planning application.

He reported that the Applicant has written that: 'the initial plans for the house fell within permitted development rights. However, once work began, the structure was found to be in worse condition than expected. As a result, revisions were made that exceeded the scope of permitted development. These changes include structural modifications to the roofs, the removal of a chimney, and alterations to the fenestration positions. As a result of this, a retrospective planning application has been made'. He noted that the Applicant had followed the advice of the Planning Enforcement Officer concerning the proposed changes.

Cllr Lamont told Councillors that a concern of the Planning Group was that despite the site being in a Zone 3 Flood Risk Area no Flood Risk Assessment had been carried out.

**Motion:** that the Parish Council recommends refusal of Application DC/25/01116 because a Flood Risk Assessment has not been completed.

**Proposed:** Cllr Sherman **Seconded:** Cllr Mawford **Decision:** Approved unanimously. Cllr Robinson abstained.

**DC/25/01319** 79 High St, Internal alterations to a Listed Building.

Cllr Lamont explained that the proposed alterations are to remove a modern steel staircase which the Planning Group considers to be completely out of place in a listed Victorian building and replace that staircase with a modern wooden one in a different location. He told Councillors that a modern studded wall is to be removed and that there are proposed changes to the floor joists which the metal joist hangers clearly show to be modern. The Planning Group considers that the heritage aspects of this building are not affected and recommends that the Local Planning Authority approve this application.

**Motion:** that the Parish Council recommends consent to Application DC/25/01319.

**Proposed:** Cllr Mawford **Seconded:** Cllr Domoney **Decision:** Approved unanimously.

**DC/25/00447 and 00448:** Pegtile Court, 3 Church St. Planning Application and Listed Building Consent to rebuild entrance walls.

Cllr Lamont explained that the Babergh Heritage Officer has approved the works using salvaged bricks and the addition of a buttress to strengthen the wall.

**Motion:** that the Parish Council recommends consent to Applications DC/25/000447 and 00448.

**Proposed:** Cllr Mitchell **Seconded:** Cllr Domoney **Decision:** Approved unanimously.

Cllr Lamont explained that Babergh Council was considering, for developments of fewer than ten houses, no longer delivering notices concerning Planning Applications to nearby residents. The aim was to save Babergh DC £63,000 per annum. Agreement of response deferred.

#### **10. Motion to seek interest for the Allotment Site adjacent to the Railway Walk.**

The Chair explained that a condition of the Planning Permission for the Paddocks Development was that the Developer had to make the site available for allotments.

The Chair told Councillors that the Lavenham Allotments Association had previously explained that the site on offer was unsuitable. Cllr Domoney drew Councillors attention to the electricity pylon on the site.

The Chair informed Councillors that recently other residents had come forward either expressing interest in having an Allotment or taking a role in a new, yet to be established, Allotments Association.

The Clerk reminded Councillors that Council is under a legal obligation to provide allotments should a) there be sufficient demand and b) land available at a reasonable cost taking into account the interests of the community as a whole. This is generally taken to exclude from consideration land designated for residential or other development.



The Clerk reminded Councillors that the Parish Council policy has long been that it would only accept the site if an Allotments Association considered the site acceptable and was prepared to manage the site. The Parish Council has long considered that it does not have the skills or resources to manage an Allotments site on a day to day basis.

The Clerk informed Councillors that the Lavenham Woodland Project has explained that should it not be possible to find an Allotment Association it would be prepared to take on the site as a community amenity space.

Cllr Lamont asked who would own the site. The Clerk responded that an Allotments Association would need to take on the title. Cllr Mitchell explained that the land was on a 999 year lease and said that there was an expectation that Parish Council would initially take the land. The Chair replied that it was first necessary to ascertain the level of firm interest in having an allotment and participating in managing the site.

Cllr Domoney said that the Lavenham Allotments Association is dormant because insufficient volunteers could be found to establish a leadership group. Additionally, he said, the Parish Council had refused funding to investigate a possible Badger Sett on an alternative identified site and that he had concluded, at that time, that the Council was not really interested in allotments. He repeated his view that the Railway Walk site is unsuitable because of the electricity pylon. He said that he and Cllr Robinson are together investigating a further possible site and will discuss this with Council in due course. The Chair said that there had been no refusal to fund, the decision was deferred pending further information and that information has not been provided.

**Motion:** The Clerk is instructed to advertise on Social Media etc that the site will shortly become available and invite Members of the Public to come forward as a resilient community-based Allotment Society to take on the site. Should such offers not be forthcoming Council will work with the Lavenham Woodland Project and the other relevant parties.

**Proposed:** Cllr Mawford **Seconded:** Cllr Lamont **Decision:** Approved. Cllrs Robinson and Sherman abstained. Cllr Domoney voted against.

#### **11. Motion to approve a Grant of £375 to the Hub.**

The Clerk reminded Councillors of the key points in Supporting Paper 11, the lease implied that the replacement of the Security System was not the responsibility of the Parish Council but Council recognised the valuable services provided by the Hub.

**Motion:** The Parish Council, recognising the important services provided by The Hub to the Community makes a Grant to the Hub of £375 to enable the Hub to replace the obsolete Redcare system using its power to make Grants under S137 of the Local Government Act 1972.

**Proposed:** Cllr Mitchell **Seconded:** Cllr Falconer **Decision:** Approved unanimously.

#### **12. Motion to approve Heads of Terms for leases of Parish Office and Church St Toilets.**

The Clerk highlighted the key terms to Councillors, explaining that effectively the PC is 'squatting'.

Office: Lease Period and type: 10 years from date lease signed. Internal repairing.

Rent: £500pa in years 1 and 2, £1,000pa in years 3,4 and 5. Thereafter RPI increases.

Break Clause: After 5 years, thereafter 6 months' notice, both sides have right to break. Must also break toilet lease at same time.

Toilet: Lease Period and type: 10 years from date lease signed. Internal repairing. Rent: Peppercorn.

Break Clause: After 5 years, thereafter 6 months' notice, both sides have right to break. Must also break office lease at same time.

He explained to Councillors that the proposed leases give certainty for the next five years and commit the Parish Council only to internal repair liabilities. Additionally in the context of the Parish Councils reduced Donations Income the Parish Council could terminate the toilet lease in five years at which time the toilet fittings will be approaching ten years old. No rent is payable until the leases are signed. Two leases should allow the Parish Council to cease paying Business Rates on the toilets.

Cllr Lamont asked if the doors would be the maintenance responsibility of the Council or Babergh. The Clerk replied Babergh. Cllr Mitchell asked if the internal repairing clause required the Parish Council to keep the toilet fixtures and fittings operational or maintain them in a more significant way. The Clerk replied that the obligation was to keep them operational.

**Motion:** Parish Council authorises the Clerk to invite Babergh DC to draft leases for signature by the Parish Council and Babergh District Council on the above terms. Should the draft leases be on the above terms then Councillors and the Clerk are authorised to sign the leases. Power to acquire land by agreement, to appropriate land and to dispose of land. LGA 1972, subsections 124, 126 and 127.

**Proposed:** Cllr Lamont **Seconded:** Cllr Mawford **Decision:** Approved unanimously

### **13. Motion to repair drain in the Prentice St Car Park.**

The Clerk explained that the drain has blocked at least six times in the last twelve months and that on occasion Anglia Water has been persuaded to remove the blockages but three times they have not. He told Councillors that Anglia Water now completely refuse to visit the site as it is not a shared drain and that each visit by a private contractor costs nearly £300.

He informed Councillors that every drainage engineer has commented that there is a 'belly' and displaced joints within the pipe which together with a shallow gradient led to blockages.

An unsolicited quote to clear the blockages for £1,160 and to remove and replace the defective pipework has been received from the Contractor used.

Cllr Mitchell asked if the proposed work would definitely solve the problems. The Clerk replied that he was uncertain but that any reduction in blockages would be most welcome.

Cllr Mitchell asked if the Clerk had been in contact with Babergh Council as it is their car park. The Clerk replied it was clear from his discussions on the toilet and office leases that the District Council position is that Babergh has permitted the Parish Council to site its toilets there and build the drain using CIL without charging rent and will therefore not contribute to any repair costs for the drain.

Cllr Sherman asked if it would be helpful if he could get a free, independent, additional inspection before the work was done. Councillors welcomed this and thanked Cllr Sherman. It was agreed that this would be done before Drain Doctor was contracted to do the repairs.

**Motion:** The Parish Council instructs Drainage Doctor to carry out the above quoted work for £1,160.50 plus VAT using its powers under Public Health Act 1936, section 87 to provide Public Conveniences.

**Proposed:** Cllr Sherman **Seconded:** Cllr Lamont **Decision:** Approved unanimously

### **14. Lavenham Neighbourhood Plan 3: Report.**

Cllr Sherman reported that the Steering Group comprises; Michael Sherman (Chair), Alison Bourne (Vice Chair), Danielle Twitchen (Treasurer) and Carroll Reeve (Secretary) and Charles Posner. A number of other people have expressed an interest in joining the Steering Group and further expressions of interest are welcomed.

A meeting has been held with Babergh Officers to discuss housing issues and a village-wide questionnaire and the Secretary has contacted the consultants used in the preparation of NP2.

Pilot meetings will be held and conversations had across the village to help formulate a village wide questionnaire, the timing of which may be dictated by other matters.

The Secretary attended a District-wide Meeting organised by Babergh and James Cartledge MP. A paper was presented at the meeting and circulated to Parish Councils. This shares the raw data BMSDC is currently working on. The Strategic Housing Land Assessment is an allied document providing a further strategic overview due in July. A key question is phasing and its interpretation by any Examiner. A further development is the need for Neighbourhood plans to nominate sites for development. Cllr Sherman agreed to circulate the paper to all Parish Councillors.

## **15. Clerk and RFO Report**

The Clerk informed Councillors that he will give a detailed update of Council's financial position at the May Meeting with full and final end of year numbers and explanations.

He told Councillors that a summary of the position is that a surplus of approximately £2,000 was achieved in each of February and March. These surpluses were due to the receipt of over £1,000 of Burial Income, Grant expenditure being £2,500 less than budgeted (the Clerk has received a very nice thankyou note from the Kernos Centre) and the Suffolk Street lighting maintenance and energy bill coming in at £4,000 which is very similar to the previous year bill and substantially less than the £6,000 anticipated. Essentially the feared increases in electricity charges had not occurred. The surplus for the year is therefore likely to be approximately £28,000 and the cash reserves some 11.5 months. The reserves had previously been forecast to be 10.4 months. The extra month of reserves held is a consequence of the surpluses made in recent months.

The Clerk is aware of the dreadful state of the bin outside the Co-op and has for some months been trying to organise a second weekly empty of the more heavily used bins. This is anticipated to begin very shortly.

The Clerk is also aware that two bins near the Co-Op need replacing. These bins are very solidly attached to the ground, he is trying to ascertain how they can be removed and whether Babergh will take away and install new bins.

The Clerk is aware that one of the SIDs on the Melford Rd has stopped working. It is the aim to investigate this next week.

The Clerk explained that the Community Council has informed him that this meeting could take place at 7pm each month, Councillors welcomed this and the meetings will start at 7pm beginning with the June meeting. Cllr Mitchell suggested the Clerk consult with the District and County Councillors.

In answer to a question from Cllr Sherman the Clerk confirmed that the sinking fund is £46,000 and is increasing by £1,000 per month.

**Motion:** to approve the Accounts for the month ended 28 February 2025.

**Proposed:** Cllr Morrey **Seconded:** Cllr Mawford **Decision:** Approved unanimously.

**Motion:** to approve Receipts and Payments for month ending 28 February 2025

**Proposed:** Cllr Bourne **Seconded:** Cllr Falconer **Decision:** Approved unanimously.

The Clerk outlined the proposed changes to the Standing Financial Orders required by NALC.

**Motion:** to approve the proposed changes to the Standing Financial Orders

**Proposed:** Cllr Mawford **Seconded:** Cllr Morrey **Decision:** Approved unanimously.

## **16. Motion to establish a Footpath Working Group.**

Cllr Robinson outlined his proposal explaining that he intended the Group to also cover pavements with the aim to keep the village tidy and functional. He highlighted the poor state of the path across First Meadow.

The Chair asked Cllr Robinson if he might have a conflict of interest with respect to the Second Meadows footpath. Cllr Robinson said that his interest was in the maintenance of all footpaths.

Cllr Robinson emphasised that it was the Riparian responsibility of landowners to keep footpaths in good repair. The Clerk agreed commenting that Suffolk County Council has the responsibility of ensuring that landowners maintain the paths. The Chair added that frequently the Parish Council does not know who the landowners are.

The Chair queried why the proposed Terms of Reference, considering the responsibilities of Suffolk County Council, included 'Liaising with landowners to negotiate how to facilitate any improvements, agreeing plans of actions and monitoring compliance.

Cllr Bourne asked Cllr Robinson if he still had his group of volunteers. Cllr Robinson said that he did and could not do all the work by himself.

Cllr Falconer questioned, in light of recent events, how many local residents would volunteer to help. The Chair brought that line of questioning to an end.

Cllr Mitchell asked if Council had received much correspondence concerning the Public Rights of Way. The Clerk replied that he received little correspondence on this subject. Cllr Morrey recollected a small amount of correspondence concerning the Railway Walk. Cllr Mitchell suggested Council needed to prioritise its half-completed tasks such as reviewing the external report submitted to the Traffic Working Party.

Cllr Mawford suggested that the Council was currently overwhelmed by a number of things such as the Subject Access Requests and that now was the wrong time to bring forward this proposal.

**Motion:** to establish a Footpath Working Group

**Proposed:** Cllr Robinson **Seconded:** Cllr Domoney **Decision:** Cllr Sherman abstained. Rejected all other Councillors voted against it..

#### **17. Motion to welcome the possible introduction of an Eezybike pod in Lavenham**

The Clerk explained that was currently just a vague enquiry from Babergh.

Cllr Mitchell expressed concern that the bikes might be ridden on pavements. Cllr Domoney expressed concern about the fire risk. A number of Councillors expressed various other concerns.

**Motion:** The Clerk is instructed to inform Babergh District Council that the Council is interested in an Eezybike Pod being sited in Lavenham. Any agreement to this to depend upon the final proposal.

**Proposed:** Cllr Lamont **Seconded:** Cllr Bourne **Decision:** Approved. Cllr Mawford voted against. Cllr Sherman abstained.

#### **18. Motion to commend the Clerk for managing the bidding process for the Green Maintenance and Street Cleaning contract.**

The Clerk received a round of applause.

**Date of next meeting:** Thursday 1<sup>st</sup> May 2025 7.30 pm in the Village Hall. Meeting closed at 9.54pm.

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**Agenda Item 10**

**Report to Council: 1<sup>st</sup> May 2025**

**20 mph scheme**

**Background:**

On August 6th 2024 the Traffic Regulation Order for the proposed Lavenham Speed Reduction Scheme was approved by Suffolk County Council. The detailed design and the TRO are attached as Appendices.

On 23rd December 2024 Suffolk County Council issued a quote for of £24,065.46 + VAT at 2024/25 prices. The quote will be revised for 2025/26 prices.

Discussion amongst Councillors in February 2025 led to a consensus emerging that Council needed to carefully consider the signage implications (see Appendix A) and should discuss this at a well-advertised Council Meeting in the Spring when the weather would be more conducive to a good attendance from Members of the Public.

Flyers were put on all Village Notice Boards and published on Facebook on 11<sup>th</sup> April 2025.

**Scheme Detail:**

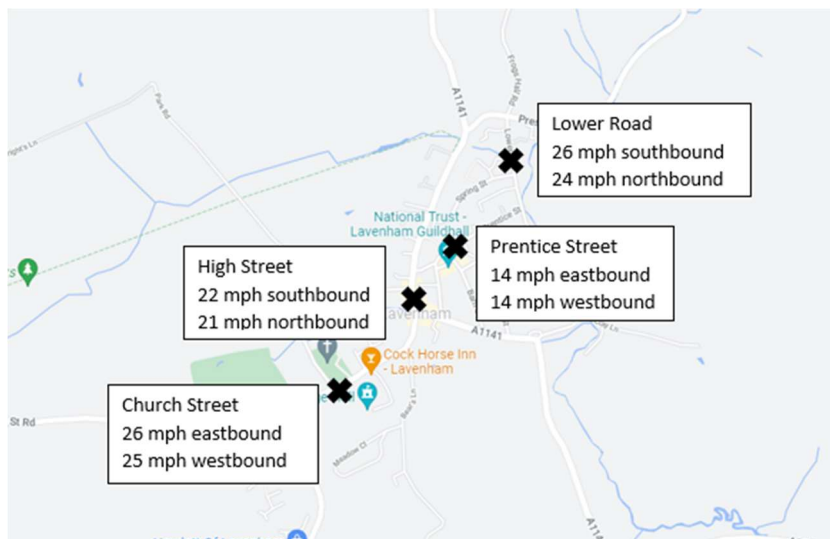
Suffolk County Council rules only permit a scheme to be introduced where the current mean speed is not significantly in excess of 24 mph.

To establish the streets where the scheme could possibly go Suffolk Highways deployed measuring equipment in four locations for a week in May 2021 and the results were:

- a) On Church St. Mean speed 25/26mph with 15% of vehicles above 30mph
- b) On High St. Mean speed 21/22mph with 15% of vehicles above 27/28 mph
- c) On Prentice St. Mean speed 14mph with 15% of vehicles at above 18 mph
- d) On Lower Rd. Mean speed 24/26mph with 15% of vehicles travel above 30/33 mph.

On Prentice St we know that over 85% of vehicles are travelling at less than 18mph and that the number exceeding 20mph by any significant margin is very small.

On the other streets we know that currently about 15% of vehicles go above 30 mph with the average vehicle going about 25mph.



## LAVENHAM PARISH COUNCIL:

### Speeds and Speed Compliance elsewhere in the Village:

	Melford Rd at Harwood Outwards Sid Hit Average	Melford Rd at Harwood Inwards SID. Hit Average	Melford Rd at Artesian Close inwards Police	Melford Rd at Artesian Close Outwards Police	Sudbury Rd 1st hit	Sudbury Rd 2nd hit	Sudbury Rd Reverse
less than 30	22%	18%	66%	55%	67%	88%	68%
30-35	40%	39%	23%	21%	27%	10%	27%
35-40	24%	25%	10%	15%	5%	1%	4%
41-50	13%	16%	1%	9%	1%	0%	1%
51-60	1%	1%	0%	0%	0%	0%	0%
60+	0%	0%	0%	0%	0%	0%	0%
	100%	100%	100%	100%	100%	100%	100%
30 to 35 or less	62%	57%	89%	76%	94%	99%	95%
Mean Speed	33	34	30	30	29	25	29

### Signage and enforcement:

Helen Beresford from Suffolk Highways wrote on 22nd February 2024 in response to Parish Council questions concerning the signage:

‘If the 20mph repeater signs are spaced at distances greater than 300m, then the speed limit cannot be enforced. We know that the police do not routinely enforce 20mph speed limits and for this reason they ask that we design them to be self-enforcing. However, if there was a regular issue with excessive speeding, for example if a vehicle was reportedly driving through the village daily at 70mph, then the police may be willing to carry out enforcement, as long as the repeater signs are at the agreed spacing’.

### Zones as compared to Speed Limits:

Helen Beresford from Suffolk Highways wrote on 22nd February 2024 in response to Parish Council questions concerning the signage:

*“20mph zones” require traffic calming measures such as road narrowing, road humps, repeater signs or repeater roundels on the road. These need to be placed at least every 50m. Terminal signs are also needed to indicate the beginning and the end of the zone.*

*“20mph speed limits” require terminal signs to mark the beginning and the end of the speed limit, and repeater signs at least every 300m, and do not require traffic calming measures.*

20mph zones are typically more dependent on physical features, which weren’t originally considered an option for Lavenham due to the likely associated costs. Additionally, as Lavenham is a Conservation Area, it could be difficult to incorporate physical speed reduction measures that actually achieve the desired speed reduction, whilst also being acceptable to conservation officers, public transport operators, emergency services, Road Haulage Association, SCC Asset Managers, residents, tourists and cyclists. Furthermore, a 20mph zone could mean even more signs are needed than in the current design, to ensure that no section of road is further than 50m from a traffic calming feature, as there may not be scope for alternative measures in some locations. Roundels on the road alone may not be enough to see a reduction in speeds. They also require more maintenance than signs as they wear away and could be considered visually intrusive in a sensitive location such as Lavenham.

## LAVENHAM PARISH COUNCIL:

### Motions:

- 1) That the Parish Council encourage electors at the Parish Meeting to be held on May 15<sup>th</sup> to require a Parish Poll to ask the question '*Should the Parish Council ask Suffolk County Council to implement the proposed 20 mph scheme at a cost of £24,065.46 + VAT at 2024/25 prices? There will be an inflationary uplift to 2025/26 prices.*'

The Parish Council to take full account of the result of that Poll at a meeting as soon as reasonably possible after the poll has been conducted.

Should Motion 1 pass then Motion 2 falls away.

- 2) The Parish Council requests Suffolk County Council to implement the proposed 20 mph scheme at a cost of £24,065.46 + VAT at 2024/25 prices. There will be an inflationary uplift to 2025/26 prices. Project to be funded by Neighbourhood CIL.

Power to contribute to the cost of Traffic Calming measures Highways Act 1980, section 274A.

# Lavenham 20mph & 40mph Speed Limits

## Summary of Signage Changes

Iain Lamont 23/4/25



# Scheme progress

- 63% of respondents to LNP1 questionnaire voted for a 20mph speed limit along with other projects listed in LNP1.
- As a result, LPC started a project to develop the scheme – initiated by Carroll Reeve in 2019 described in "20mph position paper to SCC 5" **This was prior to LNP2 being started.**
- Robert Lindsey has supported the application including funding the development work & sponsoring the application.
- We pushed for a larger scheme covering more of the village, but this was not supported by the Police & SCC.
- The scheme follows SCC rules on 20mph scheme, we requested as little signage as possible.
- August 6th, 2024, the Traffic Regulation Order for the proposed Lavenham Speed Reduction Scheme was approved by Suffolk County Council.
- Quote received 23/12/24 for £24,065.46 (4 illuminated posts are £9,958.04 of total cost)

# Scheme input from Parishioners during consultation of draft scheme

- Request for scheme to be extended to include Long Melford Road due to high speed of traffic in the 30mph limit.
  - SCC said this road did not fit the criteria for a 20mph limit. LPC responded by providing 2 Speed Indicator Devices at a cost of £8000. 1/3 cost of the 20mph scheme for the whole village
- Request for the scheme to be extended to include Bridge St Road.
  - SCC said that this was not possible without buildout & traffic calming measures in this area. This would be considerably more costly.
- Request for the scheme to reduce traffic speeding on Bears Lane
  - SCC extended scheme to include Bears Lane & Meadow Close after LPC & Robert Lindsay involvement.
- Request for the scheme to be extended to Bridge farm on Sudbury Road due to the high speeds of traffic in this area, currently covered by National Speed limit
  - It was not possible to extend 30mph limit so a new 40mph limit was created.
- Concern was expressed about affect of the scheme on the Historic Core
  - The 20mph repeater signs were positioned to limit the amount of new street furniture, making use of existing signposts & lampposts where possible

# Signage Locations in the Village -

## In the Conservation Area 20mph limit

- New signage locations = 12 (only 2 new posts)
- Existing signage locations = 11



**Total = 23** (17 repeater)

## Outside the Conservation Area 20mph limit

- New signage locations = 10
- Existing signage locations = 3



**Total = 13** (8 repeater)

## Outside the Conservation Area 40mph limit

- New signage location = 3
- Existing signage locations = 2



**Total = 5** (1 repeater)

**Total scheme signage locations = 41** (26 repeater)

## Most signs are 20mph repeater mounted back to back



- 300mm in diameter
- Double sided - Mounted back to back
- **Visually looks like one Sign location**
- Mounted on existing posts where possible e.g lampposts, shared posts

## Terminal Signs mounted back to back transition between speed limits e.g. 30mph to 20mph



- 600mm in diameter
- Double sided - Mounted back to back
- **Visually looks like one Sign location**
- Mounted on existing posts where possible
- Illuminated on A road (4 of)
- Symbol on Road

# Sign changes in the Village – single sides

## In the Conservation Area 20mph limit

- new signs (at 18 locations) = 30
- signs removed & replaced (at 5 locations) = 8



**Total = 38**

## Outside the Conservation Area 20mph limit

- new signs (at 12 locations) = 24
- signs removed & replaced (at 1 location) = 2



**Total = 26**

## Outside the Conservation Area 40mph limit

- new signs (at 3 locations) = 6
- signs removed & replaced (at 2 locations) = 3



**Total = 9**

**Total single signs replaced & added = 73**

# 10 Sensitive Sign locations inside the Conservation Area



## 300mm Repeater signs

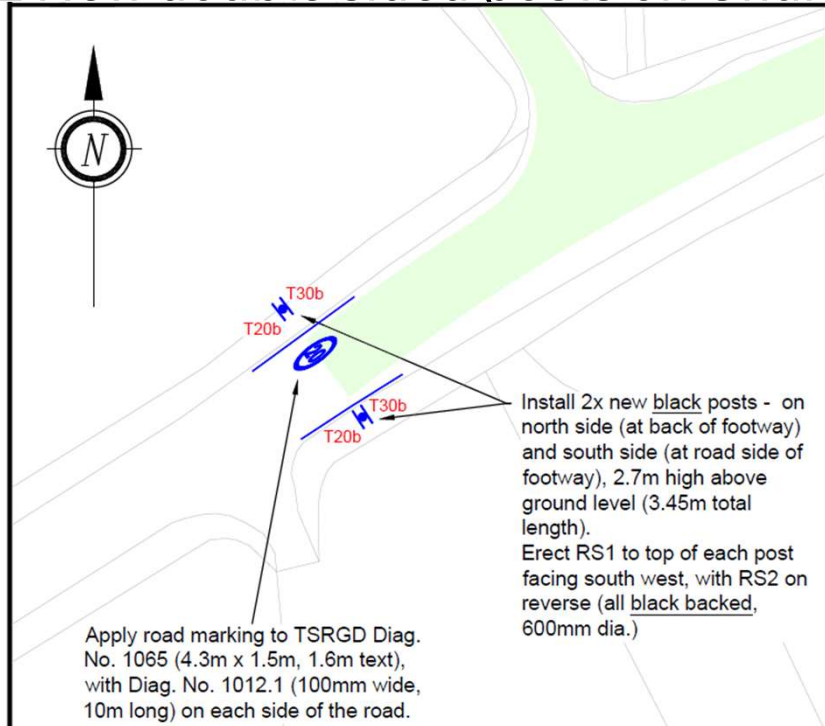
- Double sided sign on Prentice St (opposite the Car Park) **on new post**
- Double sided sign on High St (junction with Spring St) **on new post**
- Single sided sign on Water St (at the bottom of Barn St) **on existing lamppost**
- Double sided sign on Shilling St (opposite Shilling Orchard) **on existing lamppost**
- Double sided sign on Bolton St (corner with Shilling St, near the school.) **on existing lamppost**
- Single sided sign on entrance to Bears Lane **on existing lamppost**
- Single sided sign on Church St opposite the Church **on existing lamppost**
- Double sided sign on Church St next to bus stop opposite junction with Water St **on existing signpost shared with Weight Limit signs**
- Single sided sign on Church St entrance to car park **on existing signpost shared with car park signage**
- Single sided sign on Lady St opposite The Hub **on existing signpost under car park sign**



# 1 Sensitive location inside the Conservation area - Terminal Signs

## **600mm Terminal signs denoting entry into 20mph limit**

2 New double sided posts on Church St (Sudbury side of Potland lane)





# New signage locations outside the Conservation Area

- 2 new 40mph terminal signage locations on 40mph speed limit Sudbury Road
- 1 new 40mph repeater signage location on 40mph speed limit Sudbury Road
- 6 new 20mph repeater signage locations on Bears Lane/Meadow Close
- 1 new 20mph signage location on Park Road
- 1 new 20mph signage location on Spring St
- 2 new 20mph terminal signage locations on Lower Road junction with Preston Road
- 2 new 20mph illuminated terminal signage locations on the High St adjacent to Norman Way
- **Total 15 new signage locations (30 single signs mounted back to back)**

# Prentice St, Left of entrance to Bakers Mill – New post



High St Junction of Spring St – New post approx. where black line is shown



Single sign - corner Barn St on lamppost





# Shilling St – on Lamppost



Bolton St, corner Shilling St - on lamppost





# Entrance to Bears Lane – Single sign on lamppost



# Church St single sign on Lamppost





# High St Junction of Water St – On post below 7.5T Wt Limit sign



Entrance to Church St Car Park on post to right under coaches sign





# Lady St Location under Car Park Sign



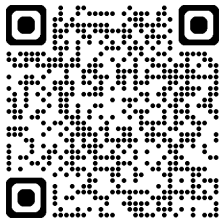
# 20 mph scheme proposal

Suffolk County Council Highways Department has made it clear that no further negotiations concerning the extent and signage of the 20mph scheme are possible.

The cost of the only scheme available to the Parish Council is £24,065.46 at 2024/25 prices, there will be an inflationary increase applied to the cost since we are now in 2025/26.

The detailed plans are here:

<https://www.lavenham-pc.gov.uk/assets/20mph-Limit-Maps.pdf>



At its meeting on **Thursday May 1<sup>st</sup> 2025 at 7.30pm in the Village Hall** the Parish Council will review the proposal including all the signage and make a decision whether to proceed or not.

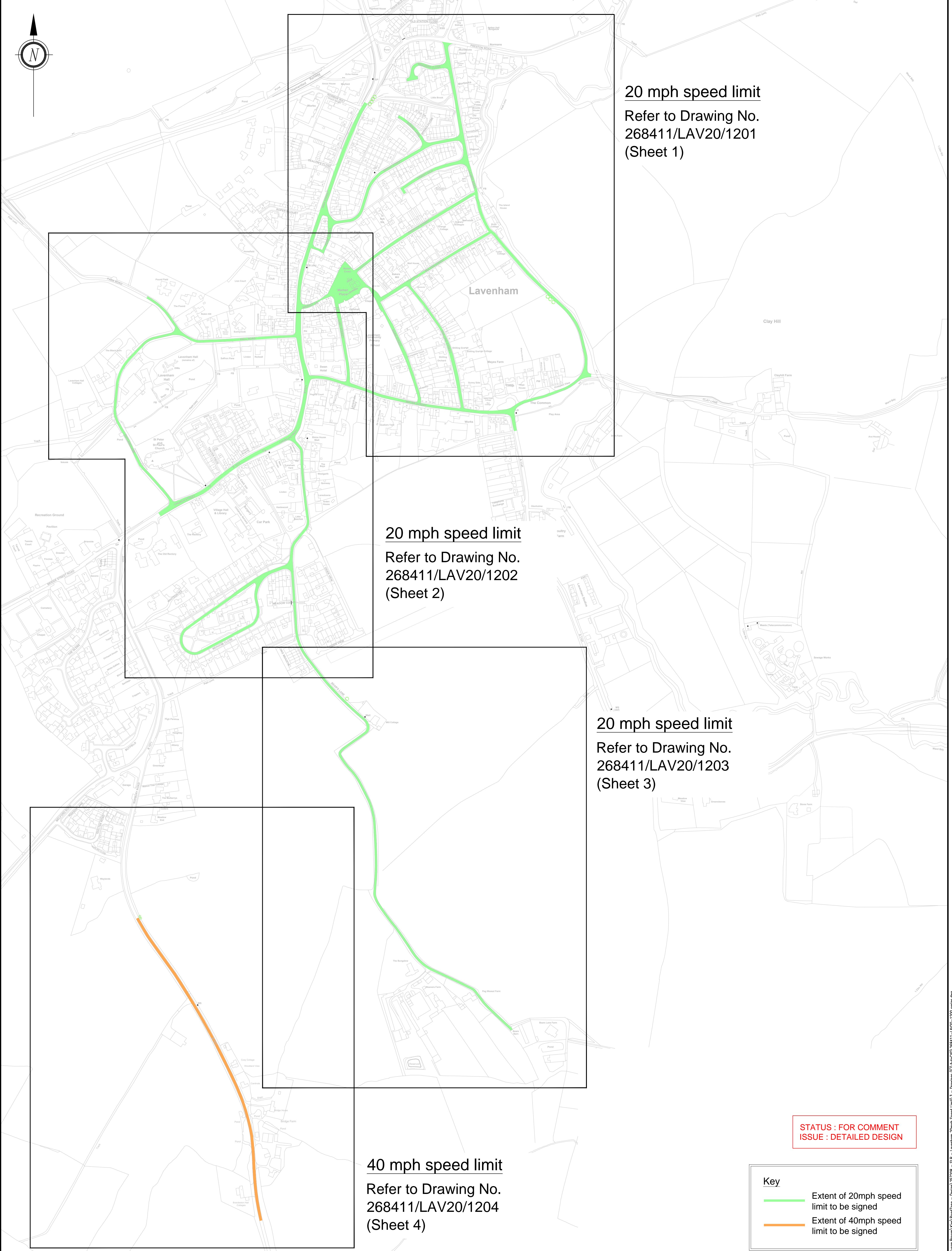
It is possible that the Parish Council will ask Babergh Council to organise a village poll so that residents can decide.

You are invited to attend the meeting and, in Public Participation time, address Councillors prior to any decision being made.

Public Participation time is limited but Council would like to hear from as many people as possible.

The Parish Council recognises that this is an important decision with long term consequences.





20 mph speed limit

Refer to Drawing No.  
268411/LAV20/1201  
(Sheet 1)

20 mph speed limit

Refer to Drawing No.  
268411/LAV20/1202  
(Sheet 2)

20 mph speed limit

Refer to Drawing No.  
268411/LAV20/1203  
(Sheet 3)

40 mph speed limit

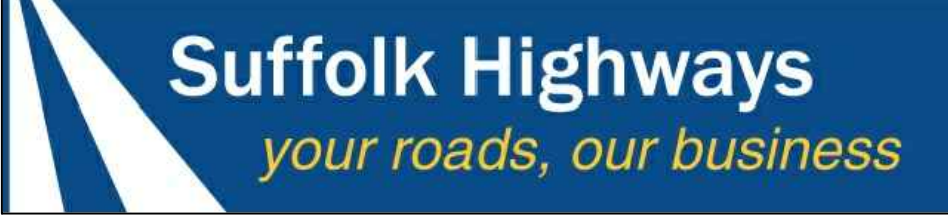
Refer to Drawing No.  
268411/LAV20/1204  
(Sheet 4)

STATUS : FOR COMMENT  
ISSUE : DETAILED DESIGN

Key

- Extent of 20mph speed limit to be signed
- Extent of 40mph speed limit to be signed

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Phoenix House, 3 Goddard Road, Ipswich, Suffolk IP1 5NP.  
Highways enquiries: 0345 606 6171 www.suffolk.gov.uk/highways

CLIENT

REVISION(S)

PROJECT TITLE  
LAVENHAM 20 MPH SCHEME

DRAWING TITLE  
SIGNS & ROAD MARKINGS:  
OVERVIEW

ORIGINATOR  
SLB

CHECKER  
JP

DESIGNER  
SLB

REVIEWER  
GER

SCALE(S)  
N.T.S.

ORIGINAL SIZE A1

DATE  
18 AUG 2023

DRAWING NUMBER  
268411/LAV20/1200

REVISION

DESCRIPTION

REV.

DATE

INTL.

File Path: C:\Users\Jason Brown\OneDrive\Work\RoadZone - Design\257208 - SLB - Lavenham 20mph Speed Limit\3 - Drawings\02\AutoCAD\268411 - LAV20 - 1200 series.dwg  
Plot date: 24/08/2023









DETAIL D: HALL ROAD  
NOT TO SCALE

Install new post in verge, 2.1m high above ground level (2.85m total length).  
Erect RS1 to top of post facing north west, with RS4 on reverse (both 600mm dia.).

Install new black post, 2.4m high above ground level (3.15m total length), at back of footway and to the east side of green cabinets. Erect 2x RS1 (black backed, 300mm dia.) back to back at 2.1m mounting height, as Detail D.

Erect 1x RS1  
(300mm dia.) on  
existing post under  
brown tourist sign.

Erect 2x RS1 (black backed, 300mm dia.) back to back on existing post at 2.3m mounting height, below existing weight restriction signs.

Install new black post, 1.5m high above—  
ground level (2.25m total length), in verge.  
Erect 2x RS1 (black backed, 300mm dia.)  
back to back at 1.2m mounting height.  
**Confirm highway boundary.**

Install 2x new black posts - on north side (at back of footway) and south side (at road side of footway), 2.7m high above ground level (3.45m total length).

Erect RS1 to top of each post facing south west, with RS2 on reverse (all black backed, 600mm dia.)

Apply road marking to TSRGD Diag. No. 1065 (4.3m x 1.5m, 1.6m text), with Diag. No. 1012.1 (100mm wide, 10m long) on each side of the road.

- Erect 1x RS1 (black backed, 300mm dia.) on existing black post at 2.1m mounting height, facing west. This should leave a small vertical gap of approx. 100mm between signs.

Erect 1x RS1 (black backed, 300mm dia.)  
on lighting column 37 at 2.1m mounting  
height, facing east.

Erect 2x RS1 (black backed, 300mm dia.)  
back to back on lighting column 57 at 1.5m  
mounting height, orientated as shown. —

Erect 2x RS1 (black backed, 300mm dia.) back to back on lighting column 63 at 1.5m mounting height.

- Erect 2x RS1 (black backed, 300mm dia.) back to back on lighting column 61 at 1.5m mounting height.

STATUS : FOR COMMENT  
ISSUE : DETAILED DESIGN

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**CLIENT**

REVISION(S)

REVISION(S)

REVISION(S)

REVISION(S)

PROJECT TITLE  
LAVENHAM 20 MPH SCHEME

ORIGINATOR  
SIB

CHECKER  
JP

DESIGNER  
S I B

REVIEWER  
GFR

**DRAWING TITLE**  
SIGNS & ROAD MARKINGS:  
20 MPH SPEED LIMIT (SHEET 2)

SCALE(S)  
NTS

ORIGINAL SIZE .

DATE  
18 AUG

2023

DRAWING NUMBER

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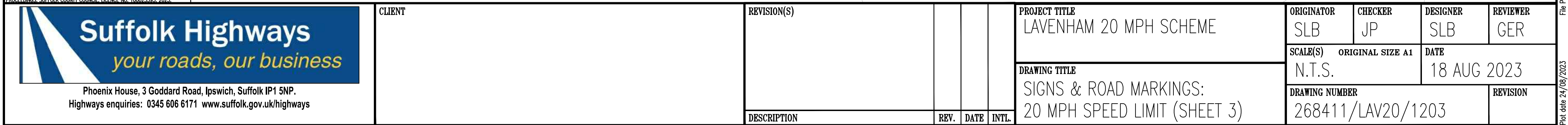
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## REVISION

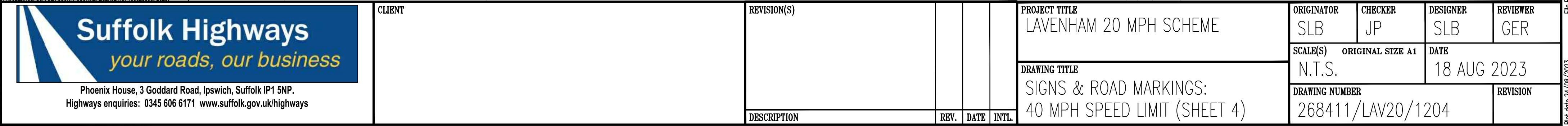
268411/LAV20/1202

Plot date 24/08/2023  
File Path C:\Users\Susan.Broom\Kier\RoadZone - Design\257208 - S1B - Lovenham 20mph Speed Limit\3 - Drawings (E)\AutoCAD\268411 - A120-1200 series.dwg









Refer to Drawing No. 268411/LAV20/1205 for full sign details



1. This drawing is to be reproduced in colour and at actual size.
2. This drawing is to be read in conjunction with all other scheme drawings.
3. All Health & Safety documentation contained within the Works Information is to be reviewed prior to commencing construction activities.
4. All signs to be in accordance with the Traffic Signs Regulations and General Directions and the Traffic Signs Manual.
5. The dimension stated in brackets after the sign reference refers to the diameter of the new sign plate.
6. New posts and post extensions to be grey, 76mm dia. unless otherwise stated as black on the drawing.
7. New posts to be installed in Type 1 foundations as SCD 1200-1.
8. Mounting height of new signs to be 2.1m (measured from the bottom edge of the sign plate to ground level) unless otherwise stated on drawing.
9. Sign posts must not project above the top of sign plates or lighting units.
10. New posts should be installed at the exact height required to accommodate the relevant signs at the required mounting height.
11. Notes are colour coded as follows:
  - Highlighted in yellow = Further investigation or confirmation required
  - Highlighted in blue = Requires street lighting input
  - Green text = Vegetation trimming or clearance required
12. Sign symbols are colour coded as follows:
  - Existing
  - New
  - Removal
  - Involves some element of removal

R = repeater sign  
T = terminal sign

**R20b**

The addition of 'b' indicates that the sign is black backed

Speed limit sign (20/30/40 mph or National Speed Limit)

STATUS : FOR COMMENT  
ISSUE : DETAILED DESIGN

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**CLIENT**

REVISION(S)

PROJECT TITLE  
LAVENHAM 20 MPH SCHEME

ORIGINATOR  
SIB

CHECKE  
JP

DESIGNER  
S | B

REVIEWE  
GFR

DRAWING TITLE

SCALE(S)  
N.T.S.

## ORIGINAL S

DATE  
18 AU

SIGNS & ROAD MARKINGS:  
40 MPH SPEED LIMIT (SHEET 4)

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DRAWING NUMBER  
268411/LAV20/1204

REVISION

Plot date 24/08/2023  
File Path C:\Users\Susan.Broom\Kier\RoadZone - Design\57208 - SLB - Lavenham 20mph Speed Limit\3 - Drawings (E)\AutoCAD\268411-LAV20-1200 series.dwg

NEW SIGNS TO BE ERECTED

RS1



R20 (repeater sign)

Sign Reference	RS1 (Diag. No. 670)
Height	300mm
Width	300mm
Area	0.07 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

T20 (terminal sign)

Sign Reference	RS1 (Diag. No. 670)
Height	600mm
Width	600mm
Area	0.28 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

300mm dia. - x44 required (new)  
16 signs to be grey backed  
28 signs to be black backed

600mm dia. - x11 required (new)  
3 signs to be grey backed  
8 signs to be black backed

RS2



T30 (terminal sign)

Sign Reference	RS2 (Diag. No. 670)
Height	600mm
Width	600mm
Area	0.28 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

600mm dia. - x9 required (new)  
1 new sign to be grey backed  
8 new signs to be black backed

750mm dia. - x? required (new)

RS3



R40 (repeater sign)

Sign Reference	RS3 (Diag. No. 670)
Height	300mm
Width	300mm
Area	0.07 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

T40 (terminal sign)

Sign Reference	RS3 (Diag. No. 670)
Height	600mm
Width	600mm
Area	0.28 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

T40 (terminal sign)

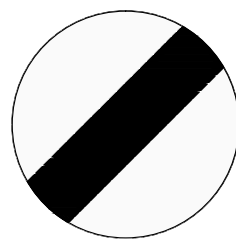
Sign Reference	RS3 (Diag. No. 670)
Height	750mm
Width	750mm
Area	0.44 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

300mm dia. - x2 required (new)  
All signs to be grey backed

600mm dia. - x2 required (new)  
All signs to be grey backed

750mm dia. - x2 required (new)  
All signs to be grey backed

RS4



TNSL (terminal sign)

Sign Reference	RS4 (Diag. No. 671)
Height	600mm
Width	600mm
Area	0.28 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

TNSL (terminal sign)

Sign Reference	RS4 (Diag. No. 671)
Height	750mm
Width	750mm
Area	0.44 sq.m
Material	Class RA2 (12899–1:2007)
Mount Height	As stated

600mm dia. - x1 required (new)  
Sign to be grey backed

750mm dia. - x2 required (new)  
All signs to be grey backed

RS5a - x2 required (both black backed)



Scheme Ref.	Lavenham 20mph
Sign Ref.	RS5a
x-height	25.0
Letter colour	WHITE
SIGN FACE	
Background	BLUE
Width	280mm
Border	WHITE
Height	115mm
Material	Class RA2 (12899–1:2007)
Area	0.03sq.m

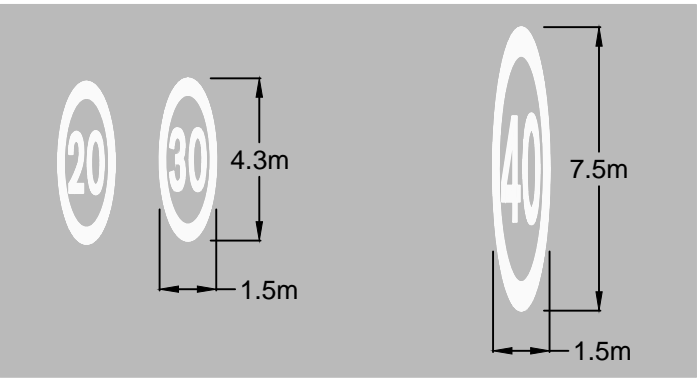
RS5b - x1 required (black backed)



Scheme Ref.	Lavenham 20mph
Sign Ref.	RS5b
x-height	25.0
Letter colour	WHITE
SIGN FACE	
Background	BLUE
Width	280mm
Border	WHITE
Height	115mm
Material	Class RA2 (12899–1:2007)
Area	0.03sq.m

NEW ROAD MARKINGS TO BE INSTALLED

TSRGD Diag. No. 1065



Small roundel  
road marking

Large roundel  
road marking

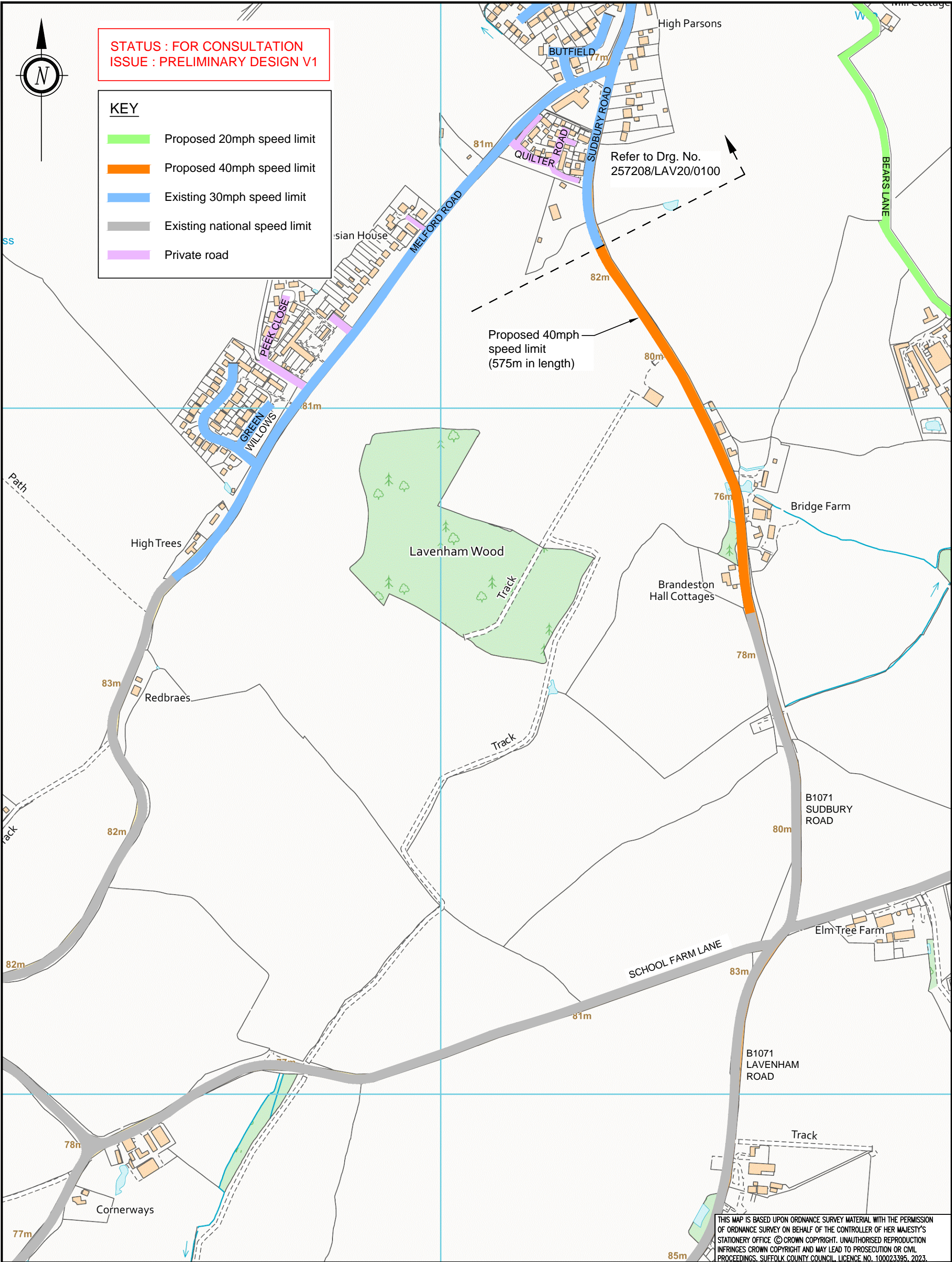
NOTES

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STATUS : FOR COMMENT  
ISSUE : DETAILED DESIGN

REVISION(S)			
DESCRIPTION			
REV. DATE INTL.			
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CLIENT			
PROJECT TITLE LAVENHAM 20 MPH SCHEME			
DRAWING TITLE SIGN FACE DETAILS			
ORIGINATOR SLB	CHECKER JP	DESIGNER SLB	REVIEWER GER
SCALE(S) N.T.S.	ORIGINAL SIZE A2	DATE 18 AUG 2023	
DRAWING NUMBER 268411/LAV20/1205			REVISION





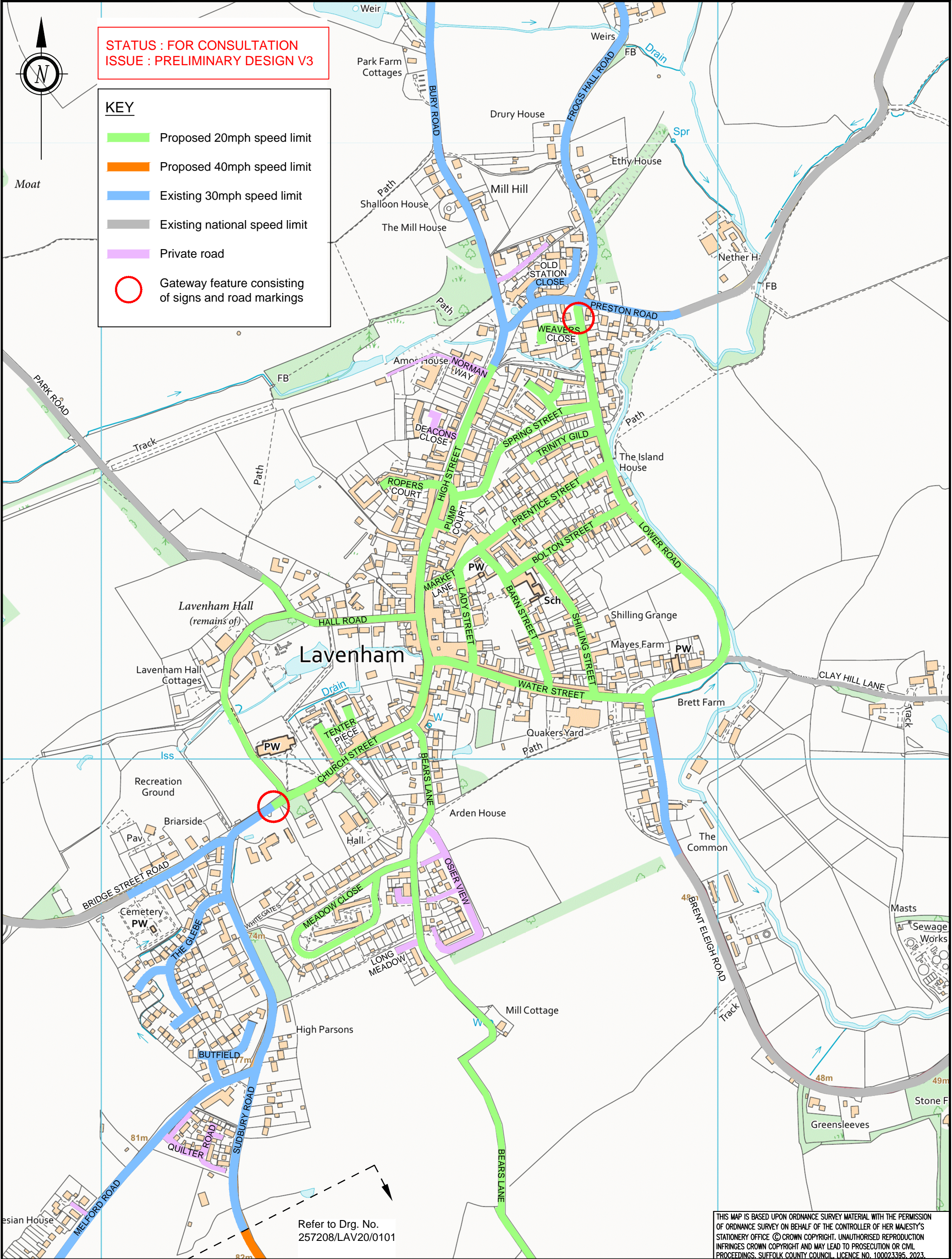


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REVISION(S)				PROJECT TITLE		ORIGINATOR	CHECKER	DESIGNER	REVIEWER
				LAVENHAM PROPOSED 20 MPH SPEED LIMIT		SLB	JP	SLB	GER
						SCALE(S) ORIGINAL SIZE A3 NTS		DATE 12 APR 2023	
				DRAWING TITLE		DRAWING NUMBER			REVISION
DESCRIPTION				CONSULTATION PLAN (2 OF 2)		257208/LAV20/0101			
REV.	DATE	INTL.							







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REVISION(S)				PROJECT TITLE				ORIGINATOR	CHECKER	DESIGNER	REVIEWER
PROPOSED 30 MPH SPEED LIMIT EXTENSION ON BRENT ELEIGH ROAD OMITTED				B	8/23	SLB	LAVENHAM PROPOSED 20 MPH SPEED LIMIT & ASSOCIATED MEASURES	SLB	JP	SLB	GER
VARIOUS AMENDMENTS				A	4/23	SLB		SCALE(S) ORIGINAL SIZE A3		DATE	
DESCRIPTION				REV.	DATE	INTL.	DRAWING TITLE	DRAWING NUMBER		REVISION	
							CONSULTATION PLAN (1 OF 2)	257208/LAV20/0100		B	



## TRAFFIC REGULATION ORDER DECISION REPORT

<b>Report Title:</b>	Lavenham, Various Roads – 20 mph & 40 mph Speed Limits
<b>Report Date:</b>	23 <sup>rd</sup> July 2024
<b>Lead Councillor(s):</b>	Cllr Chris Chambers
<b>Local Councillor(s):</b>	Cllr Robert Lindsay
<b>Report Author:</b>	Susan Broom – Design Engineer

### Brief summary of report

1. To consider the proposed traffic regulation order (TRO) to introduce a new 20 mph speed limit through the village centre and to introduce a new 40 mph speed limit on part of the B1071 Sudbury Road, as detailed in Appendix A and as shown on the consultation plans included at Appendix C.
2. During the advertising period, a total of 15 formal representations were received, including 13 objections, one response in support and one query in relation to the proposals.

### Action recommended

- |   |
|---|
| 3. That the Cabinet Member for Transport Strategy, Planning and Waste and the Head of Transport Strategy approve the making of the Suffolk County Council (Parish of Lavenham) (Various Roads) (20 mph and 40 mph Speed Limit and Revocation) Order 202- as advertised. |
|---|

### Reason for recommendation

4. The proposal to introduce new 20 mph and 40 mph speed limits is intended to improve the amenities of the area and provide important benefits in terms of community and quality of life. Reduced traffic speeds will encourage healthier and more sustainable transport modes such as walking and cycling.
5. The proposed speed limits are intended to avoid danger to persons or other traffic using the road. The 20 mph speed limit will encompass those roads where there is high pedestrian activity and generally where roads and footways may be narrow (or without footways entirely), or where there is a record of collisions. The proposed 40 mph speed limit on Sudbury Road will improve road safety conditions for those residents living in the outlying properties and will further benefit those who wish to walk or cycle into the village centre.

## **Alternative options**

6. Do not make the TRO and retain the existing speed limits of 30 mph through the village centre and 60 mph on the affected section of the B1071 Sudbury Road. The decision not to make the TRO could mean that an important opportunity is missed to enhance road safety and sustainable travel in Lavenham.

## **Who will be affected by this decision?**

7. All road users should benefit from the TRO in terms of road safety, as its provisions are intended to limit the speed of motorised traffic to a level considered appropriate for the use of the site and its physical constraints. Most of all, the proposal will benefit sustainable modes of travel by providing a safer environment for cyclists to share with motorised traffic, and for pedestrians to cross the road or to walk alongside traffic where footways may be narrow, crowded or non-existent.

## **Background**

8. Lavenham is one of the most well-preserved medieval villages in England and attracts large numbers of visitors. Lavenham often appears in lists of medieval towns/villages in England to visit, which distinguishes it from other villages in Suffolk.
9. In addition to its national historical importance, Lavenham has sensitive conservation requirements, and its conservation area encompasses most of the village, almost replicating the extent of the proposed 20 mph speed limit. Many of its visitors will walk around the village to see the listed medieval buildings and other attractions that Lavenham has to offer. The population of Lavenham and many of its visitors lean towards a more elderly demographic.
10. National Cycle Network Route 13 passes through the village and follows various routes within the proposed 20 mph speed limit and beyond.
11. The proposal to introduce new 20 mph and 40 mph speed limits is being promoted by Safety and Speed Management and originates from a request made by County Councillor Robert Lindsay, on behalf of Lavenham Parish Council, to pursue a 20 mph speed limit in the village.
12. The original request suggested that the proposed 20 mph speed limit should completely replace the existing 30 mph extents and that new 30 mph speed limits be proposed on those roads leading into the village. However, once assessed in detail against the speed limit policy, it was determined that the desired proposal would not meet the relevant criteria and instead, the proposal at Appendix B was developed and taken forward for consultation.

## **Consultation**

13. Consultation was undertaken from 16<sup>th</sup> May to 7<sup>th</sup> June 2023, during which time details of the proposed TRO (including the consultation plans at Appendix B) were provided to statutory bodies/individuals, including for example, the emergency services, local councillors and Lavenham Parish Council.
14. Two responses were received in relation to the above consultation.
15. Babergh District Councillor Margaret Maybury responded to express her support for the proposals.

16. Kevin Stark, Traffic Management Officer for Suffolk Police, responded with some concerns and questions in relation to the proposals. Mr Stark queried how speed limit policy was being applied across the county. In reference to the proposed extension of the 30 mph speed limit on the A1141 Brent Eleigh Road, he cited a similar request for a 30 mph speed limit on another part of the A1141, which had at that time been rejected: *“There is a danger here of highlighting a significant contradiction, and therefore confusion for the motorist and residents, with SCC’s speed limit policy. Specifically with the extension of the 30 along the A1141”*. Mr Stark also queried whether the decision to include ‘A’ and ‘B’ roads within the extent of the proposed 20 mph speed limit was appropriate, given that the relevant speed limit policy criteria states that such roads should only be included in exceptional circumstances. Other issues raised included questions over the existing mean traffic speeds and measures to ensure the proposed 20 mph speed limit is self-enforcing.
17. In response to the comments made by Suffolk Police, the decision was made to omit the proposed extension of the 30 mph speed limit on the A1141 Brent Eleigh Road. To mitigate this amendment, it was decided that ‘dragons teeth’ road markings would be installed prior to the existing 30 mph terminal signs on Brent Eleigh Road as a visual warning to motorists to decelerate in advance of the speed limit drop and built up area. The revised (and final) consultation plans are included at Appendix C.
18. No consultation was undertaken with the public at this stage.

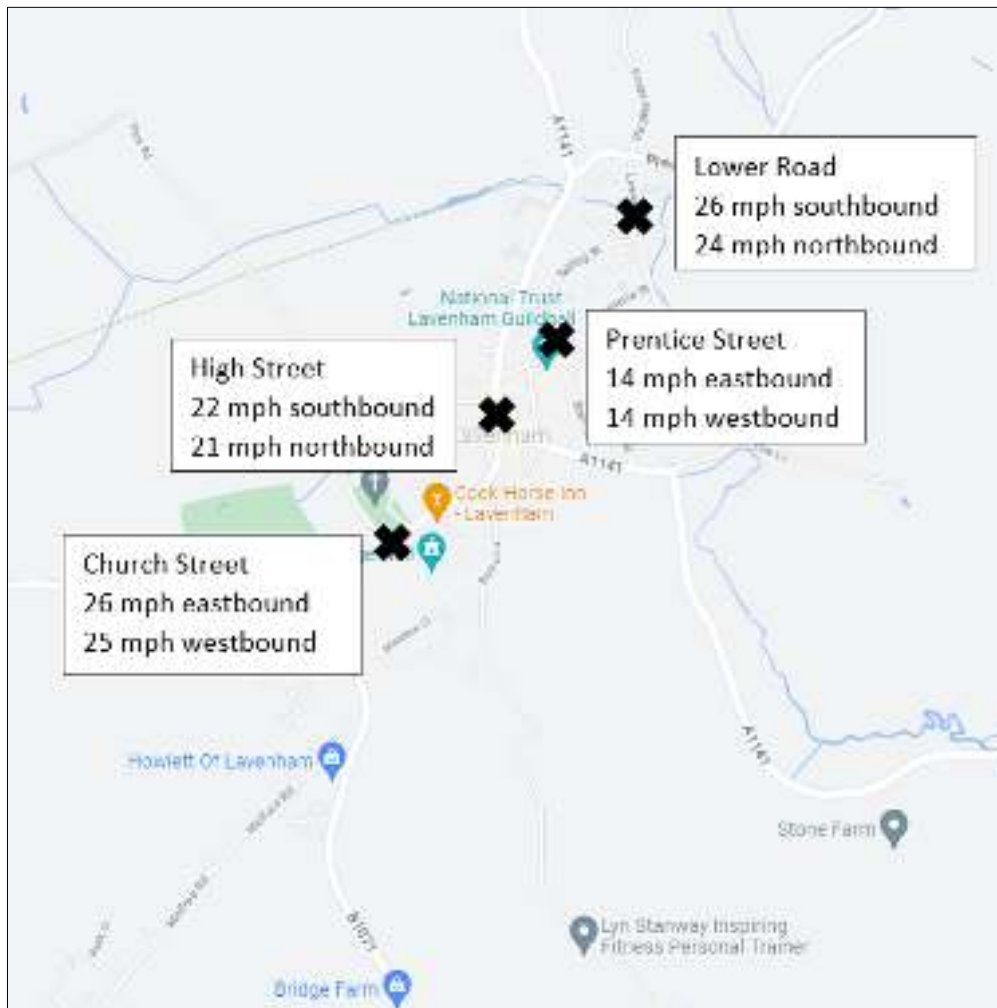
## **Advertising**

19. The TRO was advertised from 28<sup>th</sup> March to 19<sup>th</sup> April 2024, during which time copies of the public notice were erected at various points on site, to notify members of the public of the proposals, in addition to advertisement in the local press. The proposals were also included on the ‘Consultations and Engagement’ page of the Suffolk County Council website. A copy of the advertised TRO is included at Appendix A and the corresponding consultation plans are included at Appendix C.
20. A total of 15 formal representations were received, including 13 objections, one response in support and one query in relation to the proposals. Copies of the formal representations are included at Appendix D.

## **Officer Comments**

21. The provisions of the TRO are intended to benefit road safety conditions. By lowering the permanent speed limit to 20 mph through the village centre and to 40 mph on part of the B1071 Sudbury Road, road users will have greater time to react to one another. Pedestrians and cyclists may feel less intimidated by motorised traffic. Increased road safety conditions contribute to the perception of safety, which is an important factor in shifting towards sustainable travel.
22. Many of the roads situated within the extents of the proposed 20 mph speed limit are narrow streets with on-road parking and narrow footways. For instance, Barn Street, Shilling Street, Prentice Street, Bolton Street and even the A1141 Water Street. Other roads, such as Tenter Piece and Spring Lane, are smaller ‘no through’ roads. In many of these roads the physical constraints are such that it would be difficult for vehicles to achieve speeds much more than 20 mph.
23. When the original request for the 20 mph speed limit was assessed by Safety and Speed Management, traffic surveys were arranged to capture existing mean traffic

speeds. It would have been a costly exercise to survey speeds on all roads in Lavenham and therefore it was agreed that two major roads and two minor roads would be surveyed. The existing mean traffic speeds are summarised below.



24. Most of the roads within the extents of the proposed 20 mph speed limit already experience mean speeds which are currently below 24 mph, whilst others are expected to be below 24 mph. In their original report, the Safety and Speed Management team demonstrated that this was the case for the High Street and Prentice Street. Bolton Street, Shilling Street and Barn Street for example, all share similar characteristics to Prentice Street and therefore similar traffic speeds would be expected. Other roads included are narrow in places or have restrictive pinch points which will serve as ready-made traffic calming features – e.g. Bears Lane and Lower Road, both of which also warn of pedestrians in the road. More recent speed data collected for the A1141 Water Street (during January 2023) has demonstrated that there would be compliance with the proposed 20 mph speed limit on that road also, with mean traffic speeds averaging 20 mph. The lower traffic speeds recorded on Water Street can be attributed to a combination of on-road parking and existing traffic calming features in the form of two build-outs.
25. It is considered that Lavenham exhibits exceptional circumstances, hence the reason why some 'A' and 'B' roads are included within the extents of the proposed 20 mph speed limit. The village has national historical importance and attracts large numbers of visitors. An older population is prevalent and there are high pedestrian movements in



the village centre, with many pedestrians crossing the busy roads. Footways are typically narrow. In some places, there are no footways and where footways are of a suitable width, these can soon become overcrowded. The A1141 Water Street already demonstrates mean speeds averaging 20 mph, which is not typically expected for an 'A' road.

26. It is accepted that entry speeds into the proposed 20mph speed limit on Church Street and Lower Road may currently be higher than desired. This matter was previously discussed with Lavenham Parish Council, who had explained their need to minimise any scheme construction costs at that time. The potential to install a gateway / traffic calming type feature at the start of the proposed 20 mph speed limit in Church Street was also discussed. Church Street (B1071) is one of the wider roads leading into the village centre and would ideally benefit from engineering measures. However, there are a number of practical considerations – significant increase to design and construction costs, approval for such works on a 'B' road from Asset Management, constraints working in a conservation area, on-road parking. As such, it was decided that the entry points into the proposed 20 mph speed limit on Church Street and Lower Road would be emphasised through the careful use of signing and road markings to provide a gateway effect.
27. If the TRO is made, it will be necessary to install new signing, including new 20 mph repeater signs at regular intervals over the extent of the 20 mph speed limit. An assessment of potential sign locations has been undertaken and it is determined that 44 new 20 mph repeater signs (300mm dia.) would be required throughout the entire area. In most locations, these repeater signs will be erected back to back. These have been placed as close as possible to the maximum spacing of 300 metres and mounted on existing street furniture where convenient mounting points are available. A small number of new posts will be required. Within the conservation area, any new posts will be black and new signs will be black backed.
28. Although it would be more common to introduce a 20 mph speed limit zone in a conservation area (rather than a speed limit), there are specific reasons as to why a zone was not pursued in the case of Lavenham. Within a 20 mph zone there must be traffic calming features no further than 100 metres apart. These can be more typical forms of traffic calming which offer vertical or horizontal deflection but can also simply be a repeater sign or a road marking roundel. It is considered that road markings applied on the road at frequent intervals would be too visually intrusive within the conservation area. For the reasons discussed regarding potential engineering measures on Church Street, physical traffic calming features may not be feasible. Therefore, the remaining option to provide a repeater sign as a 'traffic calming feature' could in fact lead to more signs being placed throughout the extent of the proposed 20 mph. On balance, it was determined that a 20 mph speed limit would be more suitable in Lavenham.
29. Regarding the B1071 Sudbury Road, both Councillor Lindsay and Lavenham Parish Council had originally requested that the existing 30 mph speed limit be extended southwards, away from the village centre. However, when the location was assessed against the relevant criteria, it was considered that an extension to the existing 30 mph speed limit would not be appropriate. Instead, the 40 mph speed limit was proposed (as included in the advertised TRO).

*"In respect of village 30 mph limits in some circumstances it might be appropriate to consider an intermediate speed limit of 40 mph prior to the 30 mph terminal speed limit*

*signs at the entrance, in particular where there are outlying houses beyond the village boundary or roads with high approach speeds.” - Suffolk speed limit policy*

Historical speed data recorded on the affected section of Sudbury Road has previously demonstrated mean traffic speeds of 41/42 mph, which suggests that there should be compliance with the proposed lower speed limit.

30. Although the 15 formal representations received have been summarised as 13 objections, one response in support and one query, some are ambiguous and in practice, it is difficult to categorise these. For instance, some responses which are considered objections are not technically objecting to the advertised TRO but are objecting to the fact that the proposals do not go far enough. For instance, where there are requests for 30 mph ‘buffer’ speed limits or extensions, the locations would need to be assessed against speed limit policy. On Bridge Street Road, for example, it is very doubtful that the section currently subject to the national speed limit would meet the criteria for a 30 mph limit. As such, any proposal is unlikely to attract the support of Suffolk Police, as has been the case with the A1141 Brent Eleigh Road.
31. Some of the formal representations received highlight that there is potentially a need to enforce the existing 30 mph speed limits in the area, particularly in the case of Melford Road. It is recommended that these matters are investigated further, liaising with Suffolk Police where necessary.

## **Councillor Statement**

32. *“As detailed in the report I and the parish council wanted the whole existing 30mph area of the village covered by a 20mph limit. This would have answered the objections from many correspondents who wanted roads like Bridge Street Road and Sudbury Road included. It would have been more equitable for residents; and simpler and more likely to achieve compliance since drivers would find it easy to understand that the whole built up area of the village is 20mph and drive accordingly. Suitable gateways at the entrances already existed where the 30mph signs are currently, so there would have been no need for new ones. The need for masses of repeater signs would not be there. I and the parish council put forward these arguments many times but we were told the wider area scheme would not be approved. NB The insistence on masses of repeater signs is not because of Government guidance, it is due to a decision by the county council’s administration. In 2016 the DfT scrapped the requirement for lots of repeater signs and left it up to local highways authorities how they would use repeater signs. When this happened, Suffolk’s administration could have decided to support a policy of area wide 20mph with signs just at the entrances. But instead they came to a local agreement with Suffolk police to have repeaters every 300m, making it more expensive and difficult to get area wide 20mph limits for communities.*

*Regarding the refusal to agree a 30mph limit on Brent Eleigh Road due to police objections. Kevin Stark, Traffic Management Officer for Suffolk Police apparently said that he couldn’t support reducing the limit there because a request for a reduction in speed limit to 30mph elsewhere on the A1141 had “at the time” been rejected. He was misinformed. The request had not been rejected, in fact it was formally approved very shortly after he made this statement. The police objection to the 30mph limit on Brent Eleigh Road on incorrect facts should have been ignored.*

*That all leaves the question, is this proposal then better than doing nothing? My view is, very definitely yes. The average age of visitors and residents of Lavenham is quite high yet most, understandably, want to be able to move about the village safely on foot, or on mobility scooters, or even on bicycle. Water Street, Church Street, High Street, Lower Road and even Bears Lane are very difficult to negotiate on foot because of the unpredictability of drivers, many of whom try to accelerate way beyond 30mph on the very short clear stretches of road. Area wide 20mph limits are known to reduce accelerating and braking (and therefore engine and tire emissions) making conditions safer for themselves and other road users. If the limit on these major roads is to be reduced to 20mph, it makes no sense to leave the smaller side roads at 30mph.*

*In summary, this proposal is not as good as I would have wanted, but it is much better than nothing. I do not believe in letting perfect be the enemy of good."*

County Councillor Robert Lindsay

Cosford division

## **Public Sector Equality Duty**

33. The provisions of this TRO have been considered in the context of the Equality Act 2010, having due regard to the need to -
- a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
  - b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;
  - c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
34. It is considered that the TRO will only impact those people sharing a protected characteristic which may limit their mobility, response times or decision making ability. For instance, the TRO will limit the speed of motorised traffic to an appropriate level, thus providing greater opportunity for road users to react to situations. Road safety conditions should be improved, particularly where there may be pedestrians in the road or walking along the narrow footways.

## **Human Rights Act 1998**

35. The objections need to be considered in the context of the Human Rights Act 1998 which prohibits public authorities from acting in a way which is incompatible with the European Convention on Human Rights. Some specific convention rights have relevance:
- a) Article 8 identifies that 'everyone has the right to respect for his private and family life, his home and his correspondence.' However, through the process of consultation, individuals affected by any proposed change can express their opinions and thereby ensure appropriate participation 'in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others'; and
  - b) Peaceful enjoyment of possessions (including property), subject to the State's right to enforce such laws as it deems necessary to control the use of property in the public's wider interest (First Protocol Article 1).
36. Other rights may also be affected including individuals' rights to respect for private and family life and home.
37. Regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole. Both public and private interests are to be taken into account in the exercise of the Council's powers and duties as a traffic authority. Any interference with a Convention Right must be necessary and proportionate.
38. In this case, officers consider that any interference with an individual's Convention Rights is justified in order to secure the significant benefits in improving access and road safety.

**Sources of further information**

Appendix A – Copy of the TRO as advertised

Appendix B – Copies of the original consultation plans (for consultation)

Appendix C – Copies of the final consultation plans (for advertisement)

Appendix D – Copies of formal representation received

## FORMAL DECISION OF THE CABINET MEMBER FOR TRANSPORT STRATEGY, PLANNING AND WASTE AND THE HEAD OF TRANSPORT STRATEGY

Councillor Chris Chambers and Graeme Mateer reviewed the report and made the decision set out below:

### **Decision made:**


That the Suffolk County Council (Parish of Lavenham) (Various Roads) (20 mph and 40 mph Speed Limit and Revocation) Order be duly made.

Signature of the Cabinet Member for Transport Strategy, Planning and Waste:



Date:....29 July 2024.....

Signature of the Head of Transport Strategy:



.....

.....

Date:....29 July 2024.....

## Appendix A - Draft Order

### **SUFFOLK COUNTY COUNCIL (PARISH OF LAVENHAM) (VARIOUS ROADS) (20 MPH AND 40 MPH SPEED LIMIT AND REVOCATION) ORDER 202-**

Suffolk County Council in exercise of its powers under Section 84(1)(a) and (2) of the Road Traffic Regulation Act 1984, as amended, (hereinafter referred to as "the Act of 1984") and of all other enabling powers, and after consultation with the Chief Officer of Police in accordance with Part III of Schedule 9 to the Act of 1984, hereby makes the following Order:

1. No person shall drive any motor vehicle at a speed exceeding 20 mph in any direction on the lengths of road specified in Schedule 1 to this Order.
2. No person shall drive any motor vehicle at a speed exceeding 40 mph in any direction on the length of road specified in Schedule 2 of this Order.
3. No speed limit imposed by this notice applies to vehicles falling within regulation 3(4) of the Road Traffic Exemptions (Special Forces) (Variation and Amendment) Regulations 2011 when used in accordance with regulation 3(5) of those Regulations.
4. The provisions of The County Council of West Suffolk (Restricted Roads) (No. 3) Order 1967 dated 27 November 1967, are hereby revoked.
5. This Order may be cited as the Suffolk County Council (Parish of Lavenham) (Various Roads) (20 mph and 40 mph Speed Limit and Revocation) Order 202- and shall come into operation on[ ] 202-

Date: [ ] 202-

The COMMON SEAL OF SUFFOLK )  
COUNTY COUNCIL was affixed )  
in the presence of: )

(A duly authorised Officer of the Council)

## **Schedule 1**

### **20 mph speed limit**

ROAD NO.	ROAD NAME	DESCRIPTION
U8146	Barn Street	Its entire length
U8139	Bears Lane	Its entire length
U8148	Bolton Street	Its entire length
A1141	Brent Eleigh Road	From its junction with Water Street and Lower Road to a point 35 metres south of that junction
B1071	Church Street	From a point 90 metres northeast of its junction with Bridge Street Road and Sudbury Road to its junction with High Street and Water Street
U8142/ U8143	Hall Road	Its entire length
A1141	High Street	From a point 70 metres south of its junction with Bury Road and Preston Road to its junction with Church Street and Water Street
U8147	Lady Street	Its entire length
C702	Lower Road	Its entire length
U8154	Market Lane	Its entire length
U8154	Market Place	Its entire length
U8140	Meadow Close	Its entire length
U8143	Park Road	From its junction with Hall Road to a point 82 metres north west of that junction
U8149	Prentice Street	Its entire length
U8153	Pump Court	Its entire length
U8143	Ropers Court	Its entire length
U8145	Shilling Street	Its entire length
U8153	Spring Lane	Its entire length
U8153	Spring Street	Its entire length
U8143	Tenter Piece	Its entire length
U8150	Trinity Gild	Its entire length
A1141	Water Street	Its entire length
U8153	Weavers Close	Its entire length

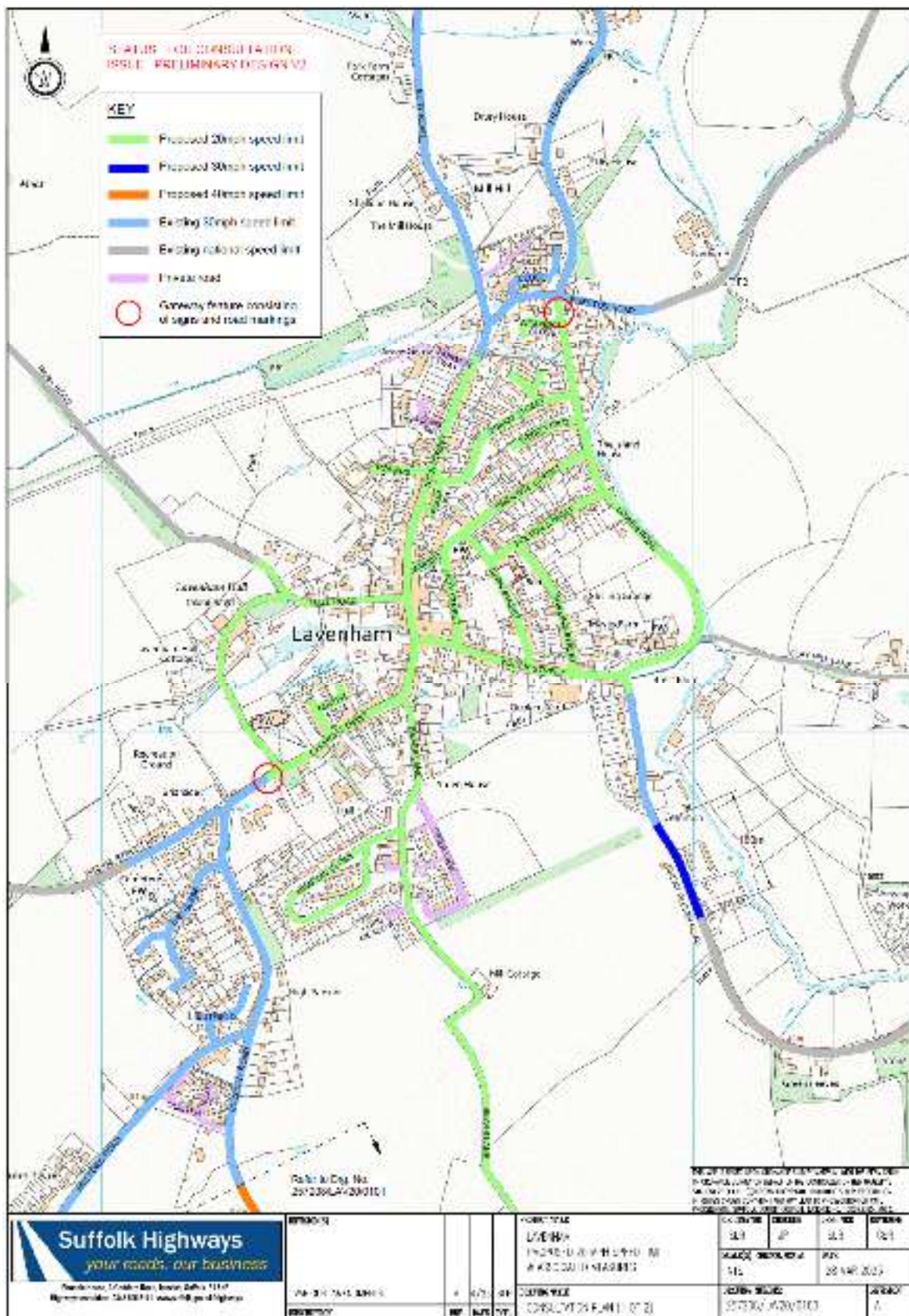


## **Schedule 2**

### **40 mph speed limit**

ROAD NO.	ROAD NAME	DESCRIPTION
B1071	Sudbury Road	From a point 279 metres south of its junction with Melford Road to a point 854 metres south of that same junction

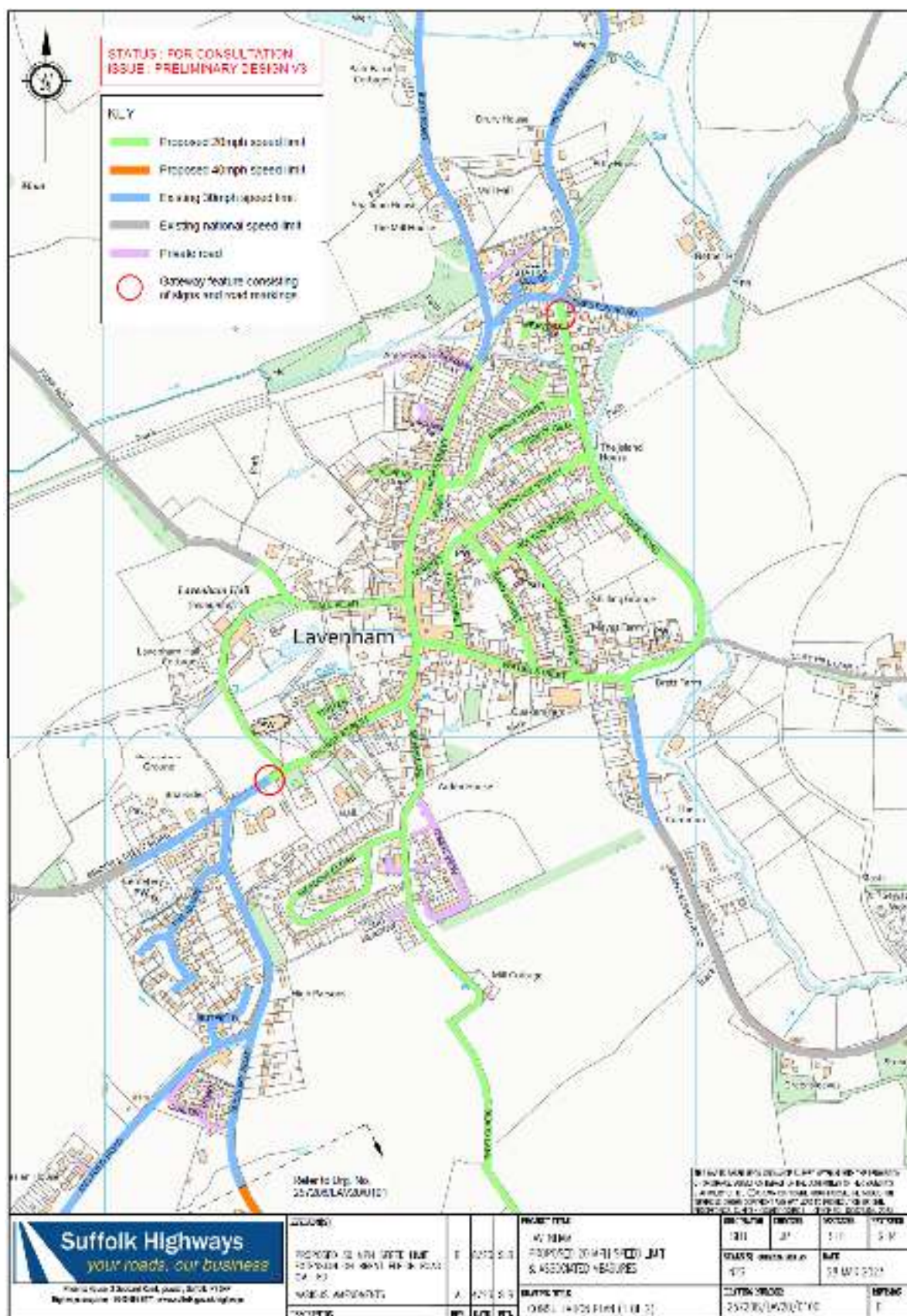
## Appendix B - Original consultation plans (for consultation)







## **Appendix C - Final consultation plans (for advertisement)**





## **Appendix D - Formal Representations**

### **Response 1 (Two emails received)**

Dear Sirs,

We must object to the decision to exclude the residential section of Bridge Street Road from the proposed 20 mph Zone. This road is devoid of a pavement on our side of the road for its entire length and for a large part of the length of the road on the south side.

We regularly experience, large vehicles which all the signs say are not permitted and also most car drivers speed up from the moment that they enter Bridge Street Road to the detriment of residents.

If ever there was case for inclusion in the 20mph zone as originally envisaged Bridge Street Road would assuredly qualify.

Whilst there is mention in the document item 2.2 of mitigation measures, currently the signs are totally ignored. What additional mitigating measures will be enforced?

With the adjoining Tennis courts and sports fields Bridge Street Road sees many pedestrians accessing these. There are also regular pedestrians from the residential area and from farms further west.

Bridge Street Road with its current traffic issues is a dangerous road for all pedestrians of which there are many, and inclusion of the area in the 20mph zone would be beneficial to all.

Dear Madam,

Whilst I referred to pedestrians having to walk in Bridge Street Road owing to a lack of pedestrian pavements I feel that I should also make the councillors aware of the fact that a large number of these pedestrians are in fact, children.

There have been football training programmes for a couple of years at weekends with many of the participants using this road which is devoid of pavements for much of its length.

There are also a number of activity clubs run for children during the Summer school holidays again involving many children from around age 4 upwards.

It is important that these children be protected from dangerous road users, of which there are many, whilst using this road for the stretch from Church Street to just beyond Pippins at the Playing Fields' & Tennis Courts' Car Park.

If SCC wish to continue with the current inadequate proposal, they could build a suitable pavement for pedestrian use along the stretch of Bridge Street Road detailed above. That would certainly add to the safety of children and other pedestrians.

In essence I would not wish to see this proposal fall by the wayside, and will happily support it but only subject to a suitable pavement in Bridge Street Road.

Yours faithfully

## Response 2

Dear Aishah,

I have read the documents about the proposed speed restriction changes in and around Lavenham and have a number of comments as below.

- It is clear that the primary purpose of the 20 mph zone is to force users of the roads out of their cars and onto other forms of transport; quote *"The proposal to introduce new 20 mph and 40 mph speed limits is intended to improve the amenities of the area and provide important benefits in terms of community and quality of life. Reduced traffic speeds will encourage healthier and more sustainable transport modes such as walking and cycling."* This is just another extension of an "anti-car" policy, as followed by many councils throughout the country.
- Having said that, if the proposals are to go ahead, I have a number of comments and suggestions on the details:
  - The 20 mph zone covers, as others on the Lavenham Suffolk Facebook page have commented, the roads in Lavenham where it is almost impossible to travel at more than about 15 - 20 mph. These are the congested, narrow or winding streets. In particular, the section of Long Melford Road which is currently at 30mph (past Green Willows, etc.) and does appear to be used by drivers at speeds above this, is to remain at 30 mph. If, as stated, one of the aims of the changes is to *"... to avoid danger to persons or other traffic using the road. The 20 mph speed limit will encompass those roads where there is high pedestrian activity and generally where roads and footways may be narrow ..."*, then I would suggest that the 20 mph zone is extended along Long Melford Road to encompass the whole of its length to the "speed unrestricted" sign.
  - Similarly, drivers coming south on the Bury Road (i.e. from the Bury direction) regularly speed over the old railway bridge and around the downward sweeping right hand bend. This section should be restricted to 20 mph.
  - Also, whilst on this side of the village, Frogs Hall Road seems to be being left at 30 mph, where there is no footpath at all along its length and it is frequently used as a cut-through by drivers. This road should be set to 20 mph.
  - Overall, if this proposal is going to go ahead, I would suggest that the whole village should be set to 20 mph, from the the start of all the 30 mph restrictions.
- Some more pragmatic questions:
  - I have seen that the changes as proposed may result in some 80-100 new speed restriction signs throughout our lovely village. To quote your document,



*"Lavenham has national historical importance and sensitive conservation requirements and attracts large numbers of visitors."* So what will our village look like with all these signs over it?

- Who is paying for the signage?
- Who is paying for enforcement of the speed limits? Will this take the form of the non-existent enforcement of the current 30 mph speed restrictions? Why not put in "sleeping policemen" to ensure drivers slow down. This is the only way to be sure that speed limits will be observed.

I am sure that other residents of Lavenham will make their opinions known, so I will leave it there. I have copied the Parish Council Clerk with this email.

Yours sincerely,

### **Response 3**

Hi,

I am a local resident. I totally agree with the 40mph zone coming into force. I can though guarantee that 21 of the 22 roads in Lavenham where you are wanting to put the 20mph zone, there is little likelihood that anyone can go more than 20mph up those very small, narrow roads. The church street 20mph I totally agree with.

Living in the village all my life I will be very saddened to see 20mph signs up everywhere. I think the signs input at water street were terrible and these will be on par with that. Am not sure who has put this forward as a good idea but I truly think it's not!

Thanks

Good Afternoon,

Thank you for your email below. I shall ensure your comments are sent to the highways team for consideration.

For the avoidance of any doubt please can you confirm if you are objecting to the proposals?

Kind regards

Aishah Siddika

Yes objection to the 20mph zones and their signs.

Thanks

## Response 4

Hello

i am against the 20mph speed Limit in Lavenham suffolk

i have a shop in church street [REDACTED]

the Air Quality is poor here due to traffic stopping at the Juction and the traffic building up as there is only 1 traffic route up and down the High street

the house are 14th century and not air tight so my shop fills with lorry and car and bus fumes air Qulity will get worse with slower moving traffic and will backlog as cars will come upon the village fast and slow to 20mph causing tailbacks plus also road rage as has happened in places were the 20mph is in place

a full air quality survey would need to be carried out prior to implementation and after as this would have a great risk to health than people doing 30mph on a road that in living memory not one person has been injured

and that is some doing with the elderly that are here and visit

we do not wanta repeat of cross street in sudbury suffolk

## Response 5

Dear Mr Ryder,

I refer to the above proposal.

I believe the proposals put forward by the County Council were conceived from data taken in 2019 and has not been updated to recognise the growth and changes of the villages since that date. They certainly do not take sufficient account of the growth and pedestrian movements and their safety, if safety is a key factor to the proposals.

In particular: - more recent development along the Melford Road has given rise to greater numbers of children and young people movement towards and from the Sudbury Road and beyond for school and college transport. Melford Road has regular speeds in excess of 40 mph - the whole of this road should be included in the 20 m.p.h. zone leading into the village and connecting to Sudbury Road. Many children live in the developments along Melford Road, with younger children walking to the Lavenham primary school situated at the top of Barn Street and Bolton Street. Secondary age children walk along Melford Road to catch school buses that stop along the Sudbury Road on the village side of the road, opposite the footpath leading to Meadow Close. In addition, commuters, buggy walkers and mobility scooters use this route into the village. I understand that the SID, owned by the Lavenham Parish Council recorded speeds in excess of 80 m.p.h. when it was in place along the Melford Road.

Sudbury Road - this requires a 30 m.p.h buffer from the 40 m.p.h. zone and then the 20 m.p.h. zone should commence where the 30 m.p.h. is proposed and continue to Church Street. If safety is a concern why hasn't a pelican crossing been considered for pedestrians to cross the Sudbury Road outside the church - an active place of workshop and centre of the village. This area regularly has parking on both sides of the road, leaving pedestrians with no option but to cross between parked vehicles and gives drivers reduced pedestrian visibility.

Butfield and The Glebe - should be included within the 20 m.p.h zone which would be if Melford Road was included.

Bridge Street Road - should be included in the 20 m.p.h zone beyond the perimeter of the cemetery and then a 30 m.p.h buffer beyond to the National speed limit sign. There is not a continuous footpath along this stretch of road and off of it is the village recreation ground and access to the village cemetery. Again a high young pedestrian route for regular weekly sports clubs and activities, plus summertime concerts.

Brent Eleigh Road - your map fails to identify the village play grounds on the corner of the Brent Eleigh Road and Lower Road (not identified), thus the 20 m.p.h zone needs to be extended to beyond the proposed 30 m.p.h. area to include the access point to the commercial site adjacent to the river. Again, if safety is key, why has this area not been excluded from the 20 m.p.h. plan? Has a pedestrian crossing not been proposed for safety here. In addition the pathway ceases prior to a multi commercial centre with pedestrians walking along the road for access.

Park Road - with Hall Road included in the 20 m.p.h. zone, it makes no sense for Park Road not to be included, especially as it is used extensively by local walkers all year around and a bridle path access to the church.

High Street north and adjoining - all these roads need to be included in the 20 m.p.h. zone to beyond and require a 30 m.p.h. buffer from the direction of the Bury St Edmunds Road. Speed needs to be restricted before drivers hit a 20mph zone for everyone's safety.

Many near misses are reported within the village due to speed, volume of traffic, the age of the population and their speed of movement, plus the daily visitors who at times fail to grasp that the High Street is a through road. Have we not considered a pedestrian crossing to support safe crossing towards the Market Place from the High Street?

For the environment and the overall historical significance of Lavenham I can understand the proposal for a 20 m.p.h. although in many of the roads proposed speeds anywhere near 20m.p.h are challenging with parking, road width and road condition. This proposal has in my opinion omitted the main entry points of traffic and the actual movement of resident pedestrians and safety should be paramount. Please reconsider this proposal which residents voiced their concerns about at a Parish Council open meeting at the end of 2023.

Best regards

Good Afternoon

Thank you for your email below the content of which is noted, I shall ensure your concerns are passed on to the highways department. For the avoidance of any doubt please confirm if you are formally objecting to the current proposal?

Kind regards

Aishah Siddika

Objecting-: the proposal doesn't go far enough to cover the whole village under safety and is conceived on old data.

Kind regards

## Response 6

12<sup>th</sup> April 2024

Dear Sirs,

Re: Traffic order 202 – proposal to introduce new speed limits in Lavenham

I am writing to express my **opposition** to the proposal to introduce 20 20 mph speed limits in Lavenham.

My credentials for expressing this view are as follows:

My wife and I have been residents of Lavenham for over 40 years.

I regularly walk in the village, cycle in the village and drive in the village.

I am a regular user of the shops, the Village Hall, the church and the playing fields.

I have been involved in traffic studies in the village for over 2 years.

The reasons for my opposition to the proposal are multiple:

1. The supposed benefits of the scheme are not justified by the cost.
2. It is bad law if it can't be enforced. There is no evidence that average speed will be reduced or there will be any tangible benefits.
3. There is scant evidence of any injury to persons or vehicles attributable to excess speed in Lavenham. Safety can't be advanced as a benefit.
4. Any suggestion that the scheme will be a major contributor to reduction in emissions is fanciful
5. Aesthetically, the introduction of all the 20 repeater signs is completely contrary to the policy of maintaining the heritage aspect of Historic Lavenham. It is completely inconsistent with planning policy and will be a serious detriment to the appearance of the village. **This is a major consideration.**

I attach 3 pictures which are relevant. These are recent pictures and show the present disregard for the status of the relevant speed limit signs. You are proposing adding 60 more of the same, I believe.

The adult and child sign is in Bears Lane, and has been bent and angled for OVER 25 years, signs of maintenance have been none. I consider it a disgrace.

**It is my candid opinion that this scheme is ill thought out and unjustified.**

With regard to the proposal for a 40mph speed limit on the Sudbury Road I think the initial sign should be a further 50ms. towards Sudbury than presently suggested. This would give a larger buffer to the cottages on the West and the farm shop on the East, and further away from the bend.

Yours faithfully,





Bury Road



Bears Lane



Proposed repeater signage

## Response 7

14 April 2024

Dear Aishah and the wider Suffolk County Council Legal Services,

I am writing to express my strong objection to Proposal Order 202 dated 28th March 2024, which suggests implementing 20mph and 40mph speed limits and revocations in Lavenham Parish. Having been a resident of the area since childhood, I find the proposed changes unnecessary and potentially detrimental to the community.

The proposal aims to enhance local amenities and improve quality of life for residents, but I do not believe the proposal would achieve the desired effect. Instead of benefiting the community, these changes would result in daily travel delays and the wasteful expenditure of taxpayers' money to implement these changes. Currently, road users are already impeded by factors such as road conditions and parking issues, making it rare to reach the existing 30mph limit at peak travel times. Therefore, allocating funds towards mitigating the deplorable parking situation and repairing the state of the roads would be a more prudent use of resources.

The proposed changes disproportionately affect residents living outside the inner village boundaries. Prioritising basic road maintenance over speed limit alterations is crucial, considering the significant risks posed by potholes. Additionally, it is important to acknowledge the presence of irresponsible drivers who are unlikely to adhere to any speed restrictions, rendering the proposed limits ineffective in promoting safety.

While the proposal may tout benefits such as improved cycle and walking access to the village from a handful of outlying properties, it fails to acknowledge the existing infrastructure and usage patterns. Lavenham Parish already boasts adequate pathways and routes for pedestrians and cyclists, and any marginal improvements from the proposed speed limit changes would not justify the significant costs and disruptions to motorists. Moreover, prioritizing these changes over addressing fundamental road maintenance issues undermines the safety and convenience of all road users, including pedestrians and cyclists.

Enforcing existing speed limits should be prioritized over lowering the current speed restrictions. Effective enforcement of the current limits not only promotes safer driving habits but also ensures compliance with established regulations. Rather than introducing new speed limits that may not address underlying safety concerns, resources should be allocated towards measures such as increased police presence, speed cameras, and community education campaigns. By focusing on enforcing existing speed limits, authorities can more effectively deter speeding behaviour, reduce the risk of accidents, and ultimately enhance road safety for all users.

In summary, I firmly believe that Proposal Order 202 represents a wasteful allocation of taxpayers' money. Rather than focusing on this proposal, resources should be directed



towards more pressing road improvement projects. The proposed changes fail to align with the needs and concerns of the local community and should be reconsidered.

I urge the council to review and dismiss this ill-conceived proposal promptly.

Sincerely,

## **Response 8**

I wish to OBJECT to the above mentioned order insofar as it relates to the classification of the greater part of Park Road, Lavenham (U8143) as within the national speed limit. I have used the road for 45 years to access my property at Bright's Farm in Bright's Lane (CO10 9PH) and have always understood the speed limit to be 30 mph as the Lane is accessed via, and is contiguous with, both Hall Road and Potlands which are in the 30 mph zone. I have no recollection whatsoever of it ever having been signed at either end as the national speed limit.

Moreover this narrow lane which is a no-through-road and has no pavements is predominantly and daily used by pedestrians\* (many for access to/from adjacent footpaths Nos. 12, 13, 14, 15 and 26). It is included and signed as part of the 'Lavenham Circular Walk' and a section is within the St Edmund Way long distance path. In short, it's usage is NOT appropriate to designation as the national speed limit.

It is illogical to introduce a higher speed limit on a lane in an 'order' which it is claimed is "intended to improve the amenities of the area and provide important benefits in terms of community and quality of life. Reduced traffic speeds (sic) will encourage healthier and more sustainable transport modes such as walking and cycling." Actually increasing the speed limit, as proposed, will have precisely the opposite effect.

I also wish to comment that Potlands (signed as Potland Lane) between Church Road and Park Road/Hall Road is not named in the 'order' although it is coloured green on the map attached to the order.

I trust that my objection and comment will be taken into account in progressing the matter.

## Response 9

Dear Aishah Siddika

The following comments on 20mph speed limits refer only to Lavenham's inner core bounded by Church Street, High Street, Lower Road and Brent Eleigh Road.

I am opposed to the Lavenham 20mph plans for several reasons:

1. The Transport Secretary, on 17 March 2024, provided new guidance on proposals for 20mph speed restrictions:

'We will make it clear that 20mph speed limits in England must be used appropriately **where people want them** – not as unwarranted blanket measures. We will take steps to stop councils profiting from moving traffic enforcement.

Cars' environmental impacts are often held up as a reason for anti-driver measures, but the shift to cleaner vehicles makes this increasingly unjustified. We can decarbonise and maintain our freedoms.

Separately, councils have received strengthened guidance on setting 20mph speed limits, reminding them to **reserve them for sensible and appropriate areas only – such as outside schools** – and with safety and local support at the heart of the decision. **Local authorities are expected to consider this guidance, and as with the LTN guidance, this could have implications for the awarding of funding in the future.**

The introduction of 20mph speed limits in all residential areas in Wales and the expansion of the Ultra Low Emission Zone in London has shone a spotlight on the issues drivers are facing. All this means now is the right time to make a step change in how we help drivers. The measures in this plan will make driving as straightforward, smooth, fair, environmentally responsible and safe as possible.'

***The spirit of this guidance is clearly opposed to the blanket proposals by Highways of 20mph speed limits in Lavenham.***

2. Medieval Lavenham attracts many thousands of tourists every year. Installing over 70 speed limit signs within the core area will urbanise and detract from the medieval character of its conservation centre and jeopardise its business interests.
3. Enforcing speed limits is unrealistic. The Transport Secretary's comments rule out the installation of ANPR and police resources are woefully inadequate. Their time should be spent catching criminals, not drivers exceeding 20mph speed limits. Parish Councillors have also voiced doubts about how 20mph speed limits would be enforced.
4. Every Government Ministry is short of funds as are County and District Councils - witness Babergh's recent attempts to finance support services. This is not the time to waste taxpayers' money on unenforceable 20mph speed limits.
5. Some councillors believe that the two village surveys of 2016 and 2021, which **in principle** supported 20mph speed limits, justify their implementation. However, the

Highways' plan is flawed in many areas (eg.60 mph permitted down Park Road 30m from the junction with Hall Road), and most people are no longer supportive.

6. Silent electric vehicles are a greater danger to pedestrians than noisy petrol/diesel cars. It is essential therefore to remind villagers the safest way to cross a road is to follow the Green Cross Code, a copy of which should be sent to every household. This would save lives and be more effective and cheaper than 20mph speed limits.

Yours sincerely

## Response 10

We wish to object to the proposed implementation of a 20 mph speed limit in Lavenham.

We do not believe that allowing a 20 mph speed limit, which covers a very large area, is consistent with the criteria you use when deciding that a scheme like this is to be proposed.

The CrashMap website shows that from 2018, in the time period shown on the site, there have been four minor traffic incidents in the area covered by the proposed 20 mph speed limit. Three of these were at different locations in the High Street over a four year period and one in the Church Street car park. This doesn't appear to constitute a history of road traffic incidents.

In the 2013 Lavenham Neighbourhood Plan (LNP) questionnaire the numbers responding positively to the 20 mph question represented approximately 20% of the total population of the village at the time (2011 census data). The 2021 LNP questionnaire was more specific in that it asked about 20 mph in the village core. The number responding positively to this represented approximately 10% of the total population of the village at that time (2021 census data).

These figures do not suggest that there is widespread support for such a scheme. At no time prior to this has a proper survey/consultation, with clearly stated objectives and relevant information, been conducted to gather village opinion on this matter.

At the present time it is difficult to exceed a speed of 20 mph on many roads within the village. The few that do drive fast on these roads are unlikely to be deterred by a 20 mph scheme. More active enforcement is much more likely to be a better deterrent rather than a costly scheme.

A public consultation of the proposed scheme should have given an indication of the potential costs that will be involved and how such a scheme is to be funded.

The 20 mph scheme in Bildeston cost approximately £28 000 and the scheme in Assington cost approximately £25 000. Given the limited scope of these two schemes it is not difficult to conclude that the proposed scheme for Lavenham will far exceed these costs, maybe even into a six figure sum (?). It is not right to burden the tax payers of the village with such excessive sums given the current financial circumstances we all find ourselves in.

We urge you to withdraw the proposal for the 20 mph scheme in Lavenham.

## Response 11

I am writing to you with my objection concerning the introduction of the proposed 20mph speed limit for Lavenham.

I don't feel the proposed scheme meets the criteria that Suffolk County Council set out when deciding to design and adopt a 20mph zone or for a change in speed limit. There is not a majority within Lavenham that are in support of a 20mph limit being introduced and this view that there is only comes from a singular question within the Neighbourhood Plan questionnaire that had a turn out recently of less than 12% of the community. I have been a resident of Lavenham for 35 years and during that time I can't recall any incidents of any car crashes in the village relating to speed. As your data suggests speeds are already lower in the centre of the village and therefore a lower speed limit is not needed. The scheme has only got this far as it has been pushed by the Green Party Suffolk County Councillor Robert Lindsay backed by the Green Party's desire, as they have previously stated, to change all 30mph speed limits to 20mph in Suffolk.

I understand the implementation of small 20mph zones in areas around schools or hospitals but I object to implementing larger 20mph zones like the proposed one for Lavenham.

The introduction of 20mph repeater signs that will be needed throughout the streets of Lavenham will have a detrimental effect on the appearance of the village.

The streets that have been proposed to be changed you can barely get above 20mph as it is now. I see the introduction of the 20mph scheme will make little to no difference to the average motorist driving through Lavenham. Yes there are people who speed above the 30mph now as there is across the whole country, efforts should be made on trying to reinforce the current speed limit of 30mph with speed indicator devices and Police mobile camera enforcement. I understand Suffolk police would not enforce any 20mph.

I think it's ridiculous that this consultation is taking place without any potential costs being disclosed to the Lavenham community. Based on other 20mph limits the likelihood is this will cost a substantial amount of money to implement to go with the large amount already spent on very basic designs.

Cost will have a big impact as to whether people think the scheme will be value for money or not and Lavenham parishioners should have been given cost information for them to be able to make an informed decision. Ultimately the cost of the scheme being put into place will fall on Lavenham Parish Council and therefore the parishioners likely via an increase in their precept. I don't think this is fair and strongly object to this financial burden being passed onto our community for a scheme that is generally not wanted.

Many Thanks

## Response 12

Dear Aishah Siddika

As a resident of Lavenham for 12+ years, I write to object to this unrealistic scheme.

Lavenham is reportedly one of the best preserved medieval villages in the UK with over 300 listed buildings. It also has narrow, crumbling, potholed streets and major parking deficiencies. The magnificent Market Place, dominated by the Guildhall, cannot be enjoyed as it has been allowed to become a car storage facility.

Church Street and the main High Street are tightly lined with parked cars on both roads and pavements, without any hindrance by authorities.

The likelihood of being able to travel on this through route at much more than 20mph, apart from in the dead of night, is highly improbable. Personal experience during the day suggests a much lower speed and regular stopping to give way because parked cars have reduced usage to single lane traffic. There may be a case for speed awareness on roads further away from the core (Sudbury Road /Melford Road) but this could be more appropriately tackled by SID displays.

There are many anomalies within the proposed plan. One such is Park Road - a cul-de-sac close to the centre used by walkers, riders etc and only wide enough for single lane traffic. The proposal is for 20mph for a short distance. Then what? 60mph on a country track?

It seems that whoever was responsible for finalising these proposals had no knowledge of Lavenham's roads and streets and devised a generic desk-based plan that ticked similar boxes to unsatisfactory schemes elsewhere. Your representatives attending Lavenham's village Hall meeting did not appear to be on top of their brief nor familiar with Lavenham's traffic movements.

How many aesthetically displeasing and inappropriate extra signs will be added and at what cost to the Parish?

How will this proposed scheme be monitored and enforced?

I have not spoken to one resident who is in favour of your proposals and Lavenham Facebook pages confirm there is very little support, so at whose behest is it being proposed? Was it first mooted by volunteers on our Parish Council years ago and further pursued as a consequence of consensus by the most vocal residents at the time? When will current residents be consulted and allowed to vote on this controversial and presumably irrevocable SCC scheme?

Far more benefit would be gained if public funds were not squandered in this way but spent on repairing multitudinous potholes in our streets and roads, solving the annual flooding of Lower Road, replacing trip-hazard paving/tarmac, cleaning streets to inspire civic pride within residents and upgrading our dire public transport system.

20mph limits within Lavenham is just 'pie in the sky', it has not been welcomed nor successful in other villages and is no longer being supported by Government.

One can only hope that SCC will have the foresight to realise that this scheme is just a waste of time, money and effort and Lavenham's many deficiencies attributable to SCC neglect should be tackled rather than creating more.

Regards

### **Response 13**

I write to SUPPORT the above proposed TRO, but also to urge that it is modestly extended in two ways as follows:

1. Gateway Features, as proposed for Church Road (southwest of its junction with Potland Lane) and for Lower Road (south of its junction with Preston Road), are welcomed. But they should also be installed in:

(a) High Street (north of its junction with Norman Way)

(b) Brent Eleigh Road (south of its junction with Water Street) These are the main road A1141 Gateways to the proposed 20mph speed limit zone. In my opinion, they are as important as the Church Road B1071 Gateway, and more important than the Lower Road Gateway.

2. The proposed 40mph speed limit zone on B1071 Sudbury Road is welcomed. But a similar 40mph speed limit zone should be installed on A1141 Brent Eleigh Road, from the south end of the current 30mph speed limit to the Lavenham Parish Boundary. In my opinion, this piece of the A1141 has similar characteristics to the proposed B1071 40mph zone, including scattered development and moderate traffic flows. It also has relatively worse bends and sight lines than the proposed B1071 40mph zone.

Enforcement of existing 30mph speed limits on Melford Road, Bury Road, Bridge Street Road and Preston Road is badly needed, in my opinion, but this does not mean that these roads should be included in the 20mph speed limit zone.



## Response 14

To whom it may concern.

Reference proposed 20mph speed restriction in Lavenham.

As required by Suffolk County Council I wish to register my opposition to the introduction of the 20mph zone in Lavenham.

There are many reasons for my objection which I will list in no particular order.

1. The reason for this proposed scheme comes from a question in the 2016 LNP1 questionnaire which asked do you support a 20mph speed limit in the core of the village. The proposals now cover considerably more than the core of the village, does this give them a conclusive mandate to proceed? The questionnaire had a low proportion of the village respond.
2. For many years the village has prided itself and objected to any unnecessary signage and clutter. Will adding lots of 20mph signs improve the aesthetics of our village? NO IT WILL NOT.  
With the proposed changes to car park charging this will lead to more cars parking on the roadside which in turn brings in the possibility of further parking restrictions necessitating extra signage. Lavenham will start to look like another urban street scene.
3. Is there any evidence of serious accidents that have been caused by excessive speed? As a resident of 60 years I am not aware of any.
4. The changes to many streets are unnecessary. In many of these streets it is near on impossible to achieve over 20mph due to the narrow nature of the roads, bad road surfaces and parked cars. As for 20mph in Pump Court that is simply crazy.
5. At present I admit some drivers do speed up the high street and church street this is either mainly early or late in the day when there not a lot of traffic. During the day traffic and parked cars regulate the traffic speeds and slow down the traffic flow. I am sure the drivers who do not observe the speed limits now will take no more notice of the 20mph limit either.
6. The local police have gone on record and stated they do not enforce 20mph zones which means there is no deterrent to law breaking drivers.
7. The scheme has been pushed along and driven by the Green Party Councillor Robert Lindsay as he is determined to push this through as he has done in Bildeston. Speaking to several Bildeston residents they say it has made little difference in their village. Lavenham is a very different village to Bildeston.
8. How are people supposed to comment on a scheme when we have never been given any ideas of it's proposed cost. I am sure Lavenham residents will think very differently once they know the cost when their council tax will increase to fund the scheme.
9. Slow moving vehicles trying to keep to the 20mph limit will slow down the traffic flow thus creating more traffic congestion. More stationary vehicles will cause more air pollution in

the streets. Also modern cars do not run efficiently at 20mph, they are difficult to drive at these low speeds.

10. Schemes such as this have proved to have been very unpopular in the areas that they have been pushed through. With the Welsh government looking at the possibility of reversing their nationwide scheme. And the current government is not convinced this is the right way forward.

What a waste of money! At present the village works, it may not conform to the way people expect today but it works. The parking problems may restrict traffic flow but it works to control the speed of through traffic. Yes we do get traffic jams but they usually resolve themselves quickly. Alter the speed limits and the balance will change, things will get worse not better.

Many Thanks

## **Response 15**

I refer to the above matter.

As a long time resident of Lavenham who lives at the Bury end of the village.

The proposals put forward by the County council only go so far. They do not take sufficient account of the speed of vehicles before they "hit" the more populated parts of the village, pedestrian movements, and the safety of pedestrians.

The 20mph limit needs to be extended further out of the village so that the traffic has already been slowed down before it "hits" the more populated areas of the village .

Sudbury Road - this requires a 30 mph buffer from the 40 m.p.h. zone and then the 20 mph, before Howletts Garage zone and continue to Church Street.

High Street north and adjoining - all these roads need to be included in the 20-m.p.h. zone to beyond and require a 30-m.p.h. buffer. From the direction of Bury St Edmunds and moreover, along the Preston Road and Frogs Hall Road there is limited to no footpath provision. The 20mph should start from Bury at the bottom of the hill just before Park Farm entrance and similarly down the Preston Road to just before Mortlocks.

Bridge Street Road - should be included in the 20 mph zone beyond the perimeter of the cemetery and then a 30 mph buffer beyond to the National speed limit sign. There is not a continuous footpath along this stretch of road and off it is the village recreation ground and access to the village cemetery.

Brent Eleigh Road - your map fails to identify the village playgrounds on the corner of the Brent Eleigh Road and Lower Road (not identified), thus the 20 mph zone needs to be extended to beyond the proposed 30 m.p.h. area to include the access point to the commercial site adjacent to the river.

Melford Road - the whole of this road should be included in the 20 mph zone. Many children live in Green Willows, Peek Close and Harwood Place. Younger children walk to the Lavenham primary school situated at the top of Barn Street and Bolton Street. Secondary age children walk along Melford Road to catch school buses that stop along the Sudbury Road on the village side of the road, opposite the footpath leading to Meadow Close. The SID owned by the Lavenham Parish Council recorded speeds in excess of 86 m.p.h. when it was in place along the Melford Road.

Butfield and The Glebe - should be included within the 20 mph zone.

Park Road - with Hall Road included in the 20-mph. zone it makes no sense for Park Road not to be included therein, especially as it is used extensively by local walkers all year around.

Kind regards

**The Allotment site adjacent to Railway Walk**

**Background:**

The Parish Council is under no legal obligation to accept the Paddocks Allotments but is under a statutory duty to provide allotments should a) there be sufficient demand and b) land available at a reasonable cost taking the interests of the community as a whole. This is generally taken to exclude from consideration land designated for residential or other development.

The Lavenham Allotments Society rejected the site as unsuitable for a number of reasons informing the Parish Council that it would search for appropriate sites.

The Parish Council has for some time considered a community-based allotments association to be the most appropriate guardians and curators of such a site. Parish Council policy has been that it would only accept the site if the Lavenham Allotments Association considered the site acceptable and was prepared to manage the site.

**Recent Developments:**

On 12<sup>th</sup> February 2025 Hartog Hutton Ltd wrote telling the Parish Council that they will 'soon be putting the allotments in'.

The Chair and Clerk contacted the leading figures in the Lavenham Allotments Society and they either confirmed that the site remained unsuitable or did not respond.

The Lavenham Woodland Project has explained that should it not be possible to find an Allotment Association it would be prepared to take on the site as a community amenity space.

At the 3<sup>rd</sup> April 2025 Meeting of Council Cllr Domoney told Councillors that he and Cllr Robinson are together investigating a further possible site and will discuss this with Council in due course.

A motion was passed at the 3<sup>rd</sup> April 2025 Meeting of Council:

*'The Clerk is instructed to advertise on Social Media etc that the site will shortly become available and invite Members of the Public to come forward as a resilient community-based Allotment Society to take on the site. Should such offers not be forthcoming Council will work with the Lavenham Woodland Project and the other relevant parties'.*

**Most Recent Developments:**

A Flyer was produced, placed on all village notice boards and put on Facebook.

Four people have come forward expressing an interest in helping run an Allotments Association and a further two in having an Allotment.

One person has written saying that she considers the site 'as amenity land for ALL Lavenham residents and wildlife to enjoy as a woodland meadow within the woods, with perhaps picnic tables, but most certainly to benefit the flowers and wildlife that have lost habitat to the Paddocks development'.

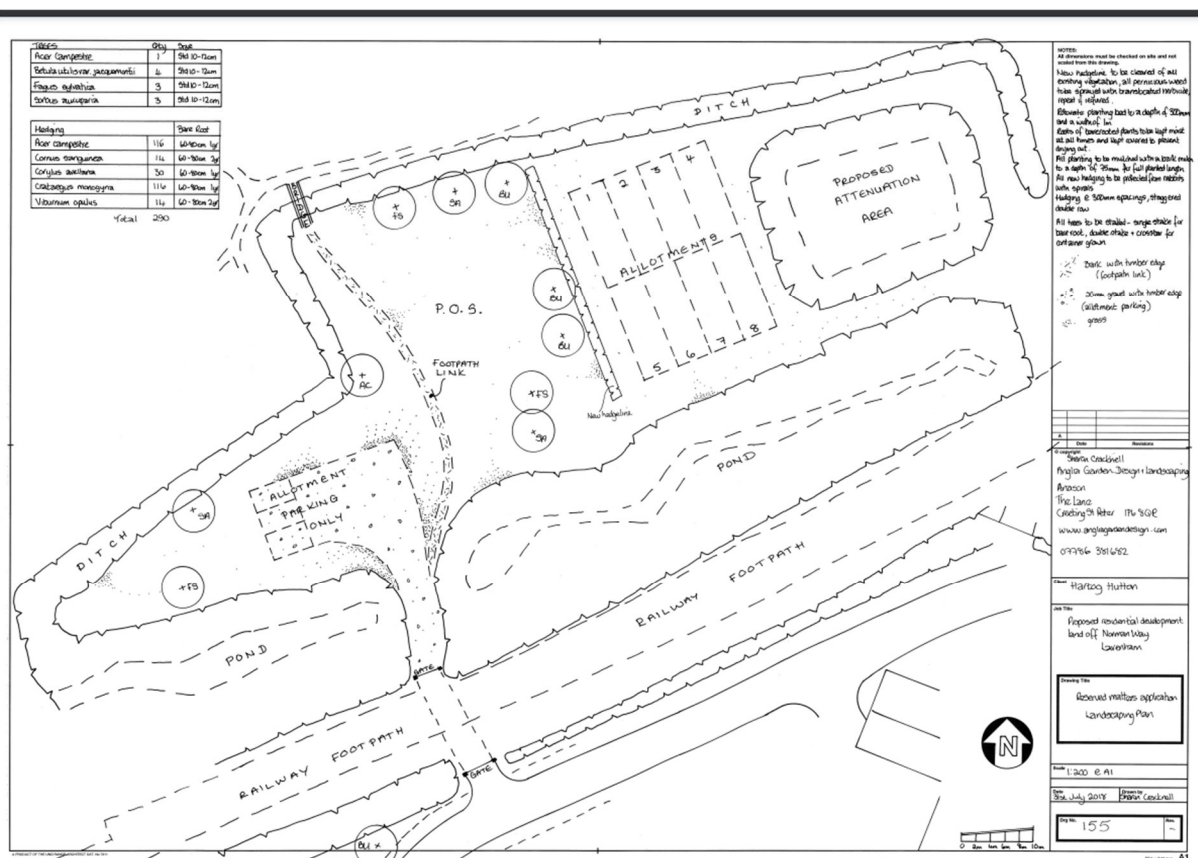
Cllr Domoney has informed the Clerk that a local landowner (Cllr Robinson) is prepared to offer a part of his land at Second Meadows to the Lavenham Allotments Association on a long term lease at a nominal rent.

**Motions:**

- 1) The Clerk is asked to contact all those who have expressed an interest in being part of an emerging Allotments Association or having an allotment at the Paddocks to contact the Membership Secretary of the Lavenham Allotments Association (Cllr Domoney) to discuss whether they would be interested in having an allotment at Second Meadows and joining the Lavenham Allotments Association. The Clerk to write to Hartog Hutton informing them of recent developments.

Should Motion 1 pass then Motion 2 falls away

- 2) The Clerk is asked to contact all those who have expressed an interest in being part of an Allotments Association and encourage them to form an Allotments Association and to write to Hartog Hutton and to Babergh Council informing them of the emerging Allotments Association.



12a			BDC	LPC	
March:					
00132	1 Byes Barn	Replacement Boiler with Flue exiting from the roof	Approval	Approval	
04224	Second Meadow	Wellness Centre	Refusal	Refusal	
00390	Toll Cottage, Market Place	Change of use to residential	Refusal	Refusal	
April:					
00447	Pegtile Court	Dismantle dangerous entrance wall and replace Planning Permission	Approval	Approval	
00448	Pegtile Court	Dismantle dangerous entrance wall and replace Listed Bldg Consent	Approval	Approval	
00548	Balsdon Hall, Bridge Street Road	Listed Building Consent Single Storey extension	Approval	No Comment	
00577	Balsdon Hall, Bridge Street Road	Planning Permission Single Storey extension	Approval	No Comment	
05588	Anchor Hse, 27 Prentice St	Replacement Roof	Withdrawn	Approval	
Open items:					
00457	15 The Paddocks	Earthworks	Ongoing	No Comment	
05113	Land south of Water St	Storage Shed and Greenhouse	Ongoing	Refusal	
00788	Little Brook, Lower Rd	Erection of a timber-framed singlre storey store building	Ongoing	Refusal	
01116	Glenholm, Brent Eleigh Rd	Modifications to roof, walls, floor, removal of chimney, alterations to fenestratio	Ongoing	Refusal	
01319	79 High Street	Application for Listed Building Consent - Internal alterations	Ongoing	Approval	
00541	Howletts	Access Changes etc	Ongoing	Ongoing	May 2 2025
01435	Great House Hotel	Listed Building Consent Replacement of 11 windows like for like	Ongoing	Ongoing	May 2 2025
01816	Glenholm, Brent Eleigh Rd	3 bay Cartlodge and Annex Above	Ongoing	Ongoing	May 8 2025



**Application for Listed Building Consent - Like for like replacement of 11 No. windows to south west (front) facade.**



The Great House Hotel Market Place Lavenham Sudbury Suffolk CO10 9QZ

**Application. No:** DC/25/01435 | Received: Wed 26 Mar 2025 | Validated: Thu 27 Mar 2025 | Status: Awaiting decision

The Great house is Grade II\* listed and located inside the Conservation in the same views as Grade I listed buildings, such as the Guildhall. Great care has to be taken to ensure there are no changes to the historic views.

This application involves removing all the front windows and replacing with newly made sash windows, visually the same, there are minor upgrades such as the provision of draft sealing and fitting of 4mm toughened single glazing. Some of the existing windows have indication of previous significant repairs. Replacement window will ensure the fabric of the building is maintained for the future

Details are provided of the design & construction of the windows and they look to be an exact match. Antique replica Brass fittings have been specified.

There has been an objection to the application from Society for the Protection of Ancient Buildings (SPAB) following a request. They were consulted by the Babergh Senior Heritage officer – An excerpt is listed below

*The application proposes disposing of all eleven of the surviving Georgian sash windows to the front elevation and replacing them with like-for-like sash windows. Unfortunately, the Heritage Statement fails to include any details about the significance of the windows, and no assessment has been made on the impact that the loss of the windows would have on the building's special interest. Given the importance of the building, we consider that the availability of such information is essential before the application is determined.*

*The Site/Heritage Statement (S/HS) states that the existing windows are beyond economical and viable repair. However, no evidence has been provided to support this claim, and the photographs show that all of the windows are in very good condition.*

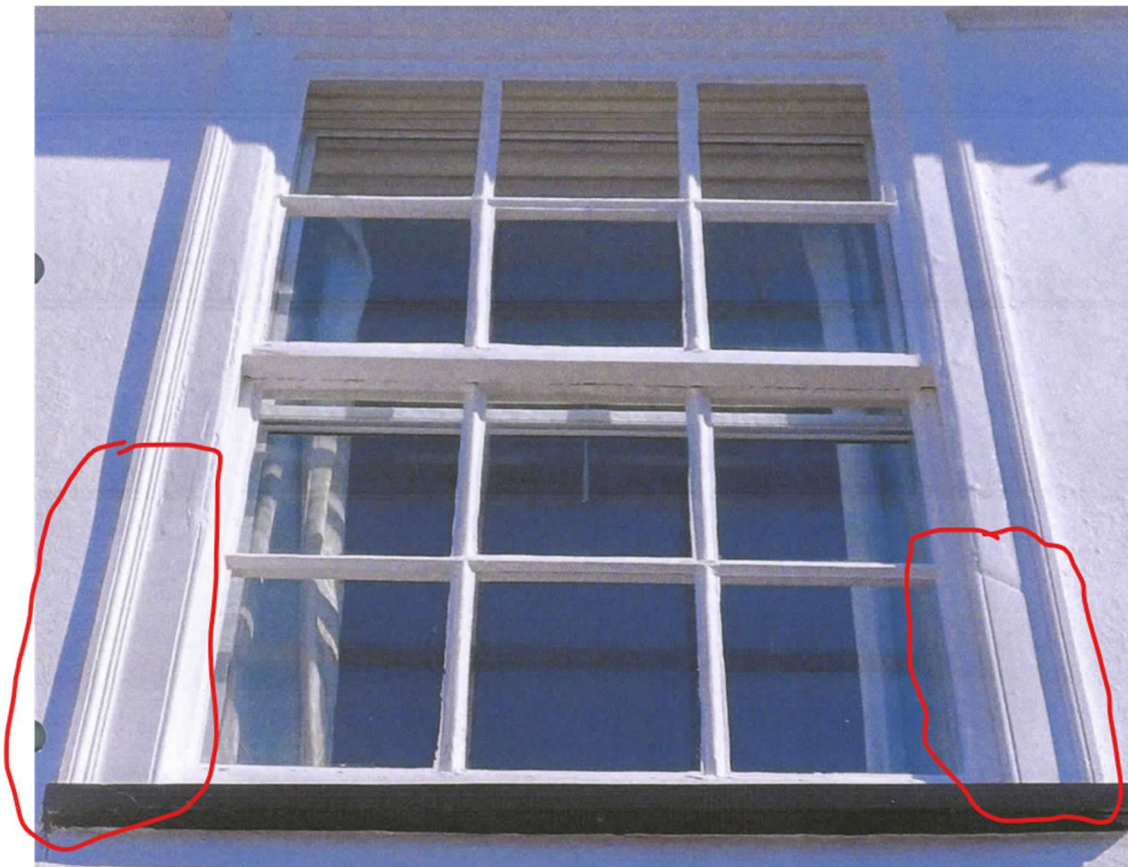
*The S/HS states that the existing single glazing is crown glass and that this will be replaced like-for-like. Crown glass is increasingly rare and has become an extinct craft, therefore it is very unlikely that the replacement windows would include crown glass.*

*The survival of crown glass significantly enhances the historical and architectural importance of the windows and glazing and it is vital that this historic fabric is protected. We therefore strongly object to the loss of these historic windows and recommend that the application be refused.*

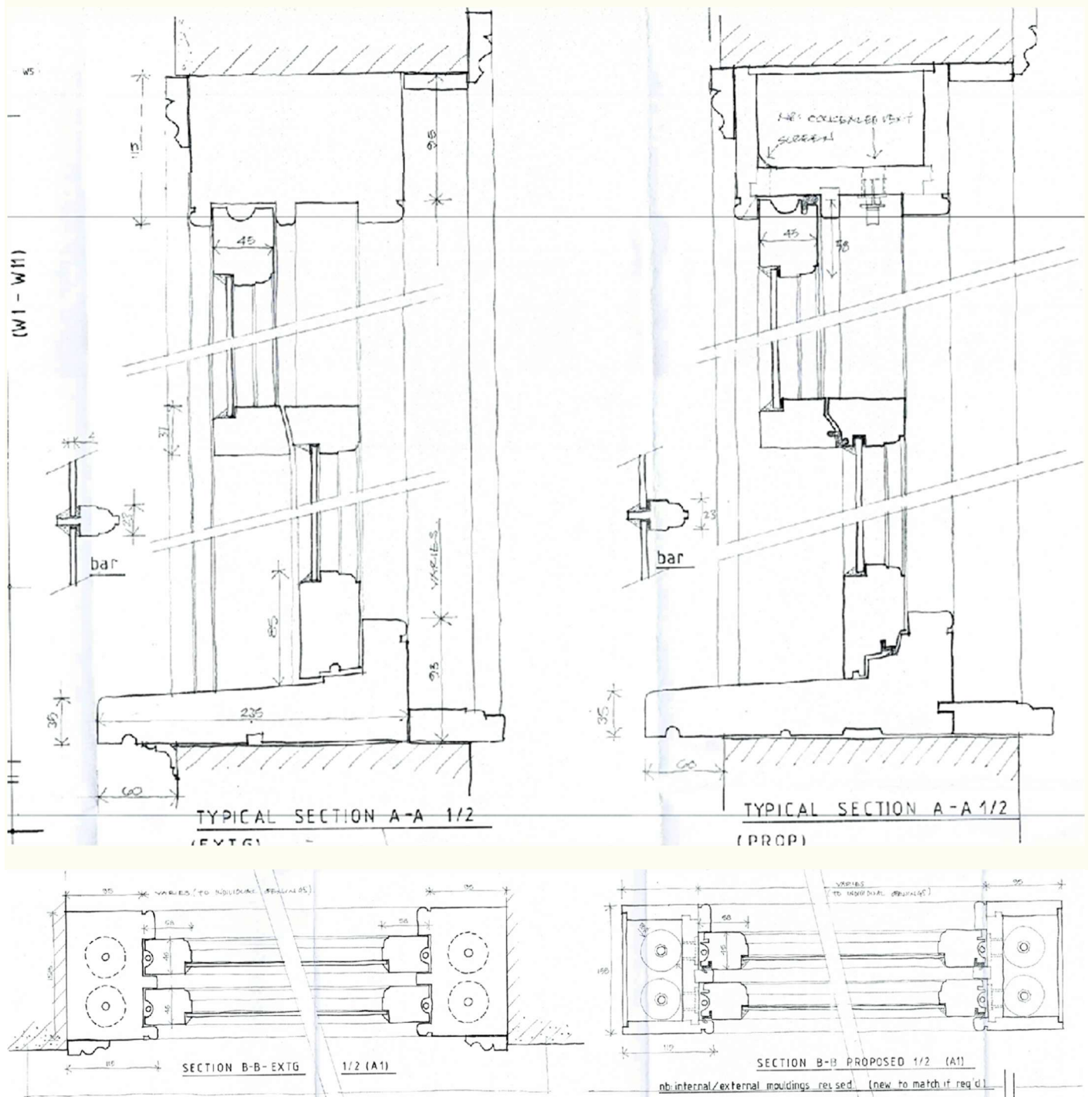




Example previous window repairs



Window frame cross section before & after





Show more description 

**Application. No:** DC/25/00541 | **Received:** Thu 06 Feb 2025 | **Validated:** Thu 27 Mar 2025 | **Status:** Awaiting decision

The application also includes a summary document detailing a request to retain an emergency access route to Long Melford Road. The access to Melford Road is proposed to be by posts rather than the temporary traffic cones. See photo & example post.

It is noted to the right of the garage there is dumping of waste tyres etc, visible from the road. Landscaping provision plus screening fencing to avoid unsightly dumping of waste. E.g. hedging on Melford Road.





Proposed Bollard



Front Elevation - East

Updated design



Front Elevation - East



Rear Elevation - West



Existing plans from original application for plots 4 & 5, note parking & turning area and proposed path



Revised plans with gap between properties, revised parking area & change to landscaping, note concerning footpath has been removed.





## **Householder application - Erection of 3-bay cartlodge with annex to first floor and construction of a new vehicular access |**

Glenholm Brent Eleigh Road Lavenham Sudbury Suffolk CO10 9PE

**Application. No:** DC/25/01816 | Received: Wed 16 Apr 2025 | Validated: Thu 17 Apr 2025 | Status: Awaiting decision

This application is related to No: DC/25/01116 where the Parish Council at the meeting of 3<sup>rd</sup> April 25 decided to recommend refusal due to lack of a Flood Risk Assessment. This application does include a full risk assessment for Glenholm, including risk mitigation provisions.

The construction of a garage would normally be a permitted development except for the fact it is in a Flood Risk Zone 2 & partially in in Zone 3, and also due to its size. The inclusion of a living area is also unusual for a cartlodge.

The design incorporates a lounge bedroom with living area kitchenette and separate bathroom. This could constitute creating a separate dwelling, outside

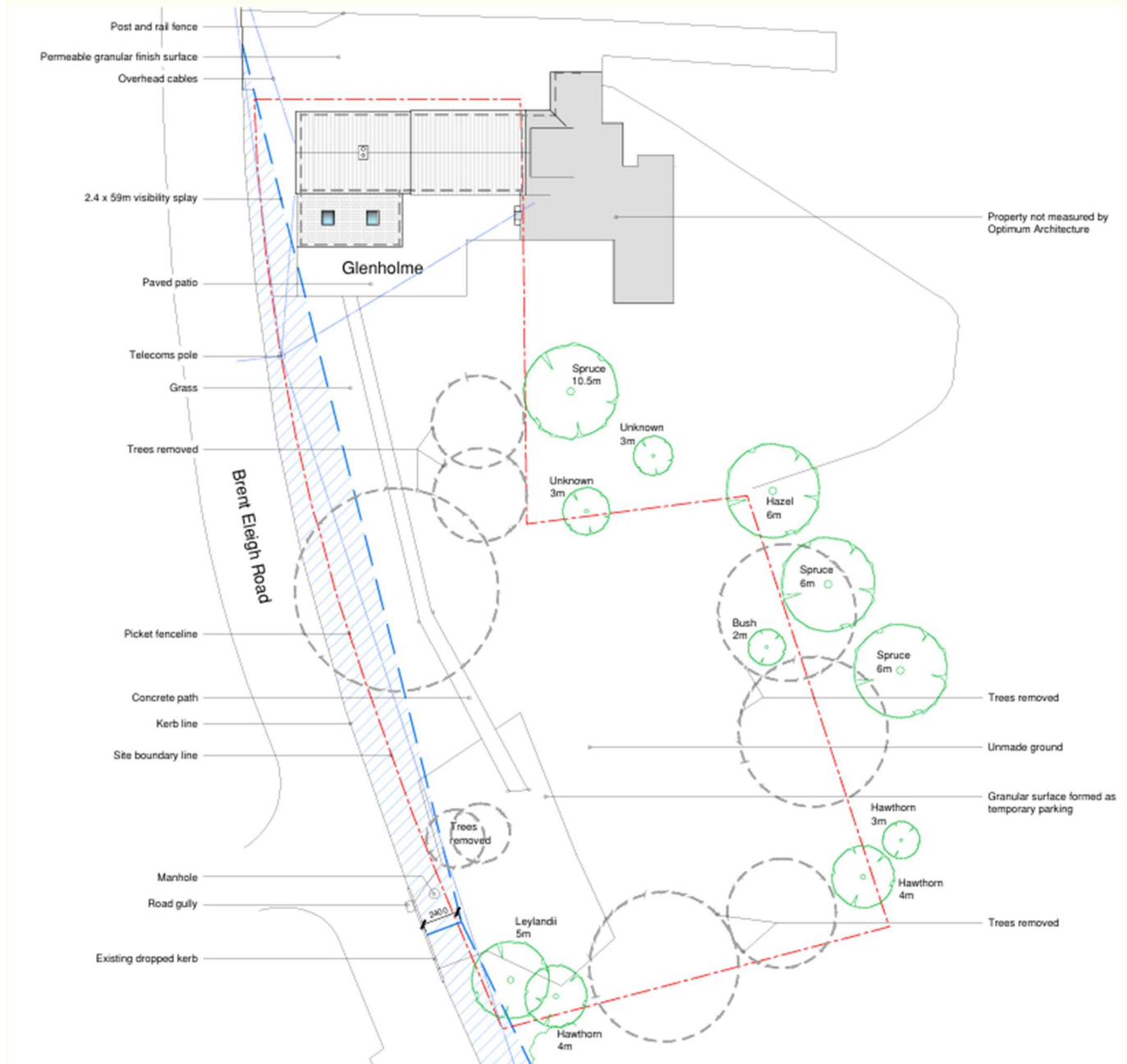
The design is weatherboard and tile, similar to the house, it is set back from the road.

The provision of a second entrance, giving an in and out drive does not appear to be any more problematic than the existing one, as it is still on a gradual bend in the road. Visual splays and position need to be detailed by Suffolk Highways as noted on the drawing.

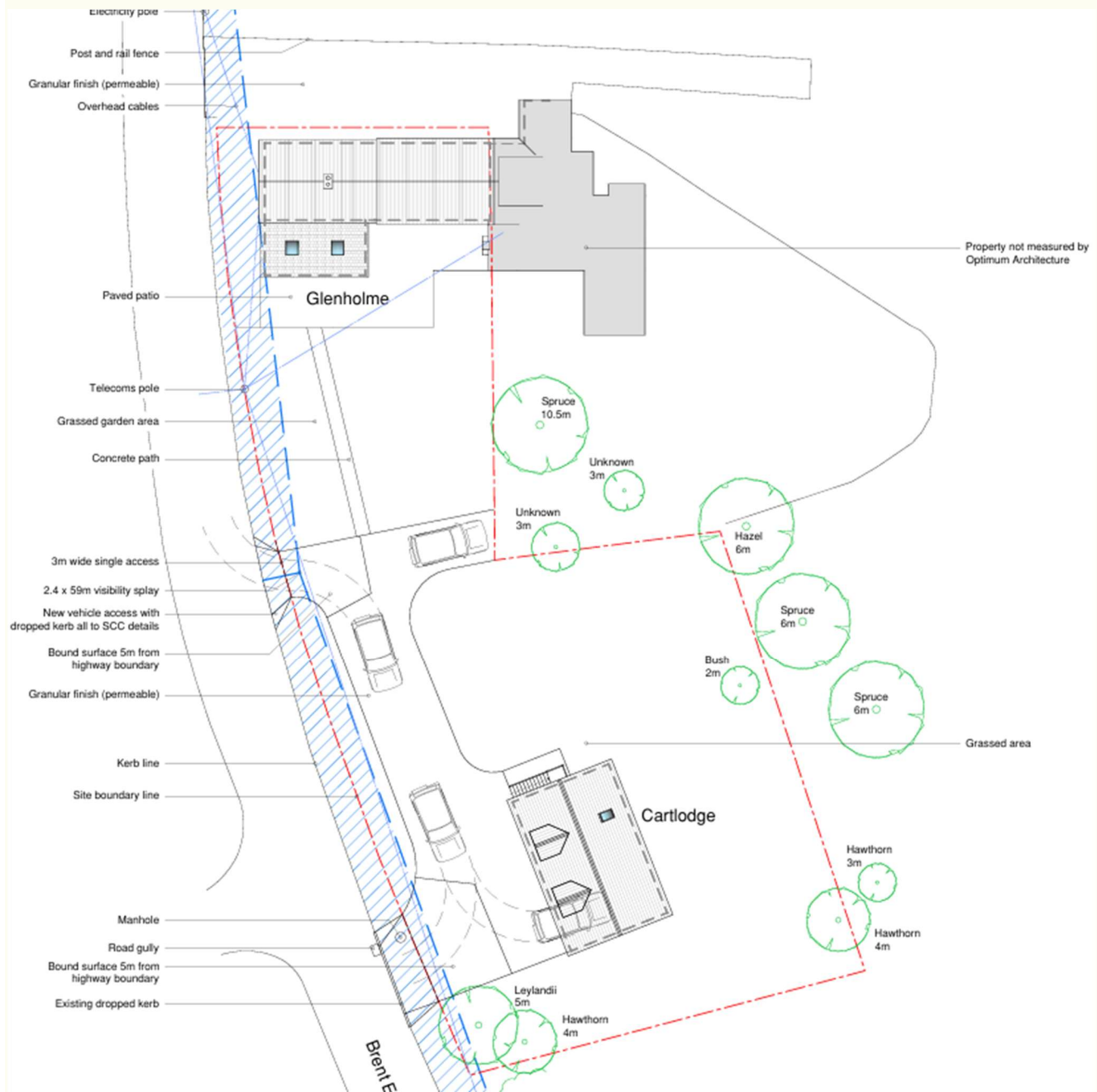
This site is located outside and not adjacent to the settlement boundary

It should also be considered that a large cartlodge with accommodation above located outside the Settlement Boundary (and not adjacent to it) - creation of an annex that could be considered a separate dwelling does not meet the requirements of LNP1 Policy H1 and should not be accepted.

## Existing Site from previous application



## Proposed Site





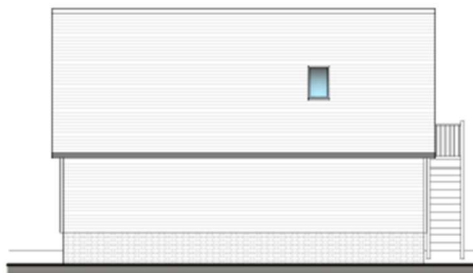
Side (N) Elevation  
Scale 1:100



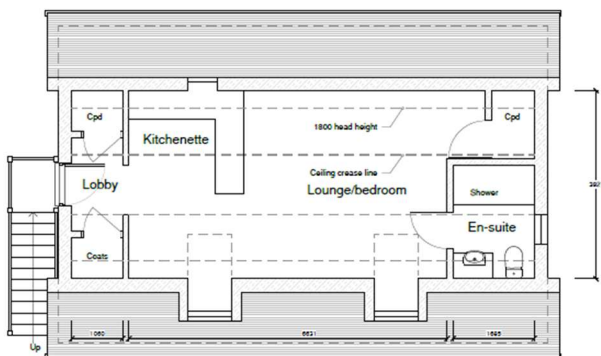
Front (W) Elevation  
Scale 1:100



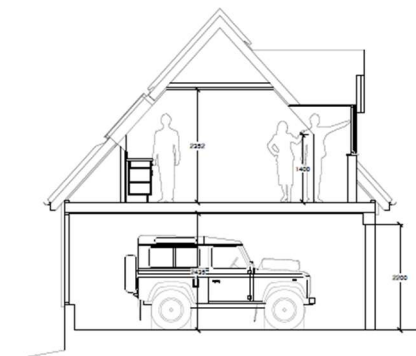
Side (S) Elevation  
Scale 1:100



Rear (E) Elevation  
Scale 1:100



First Floor Plan  
Scale 1:50

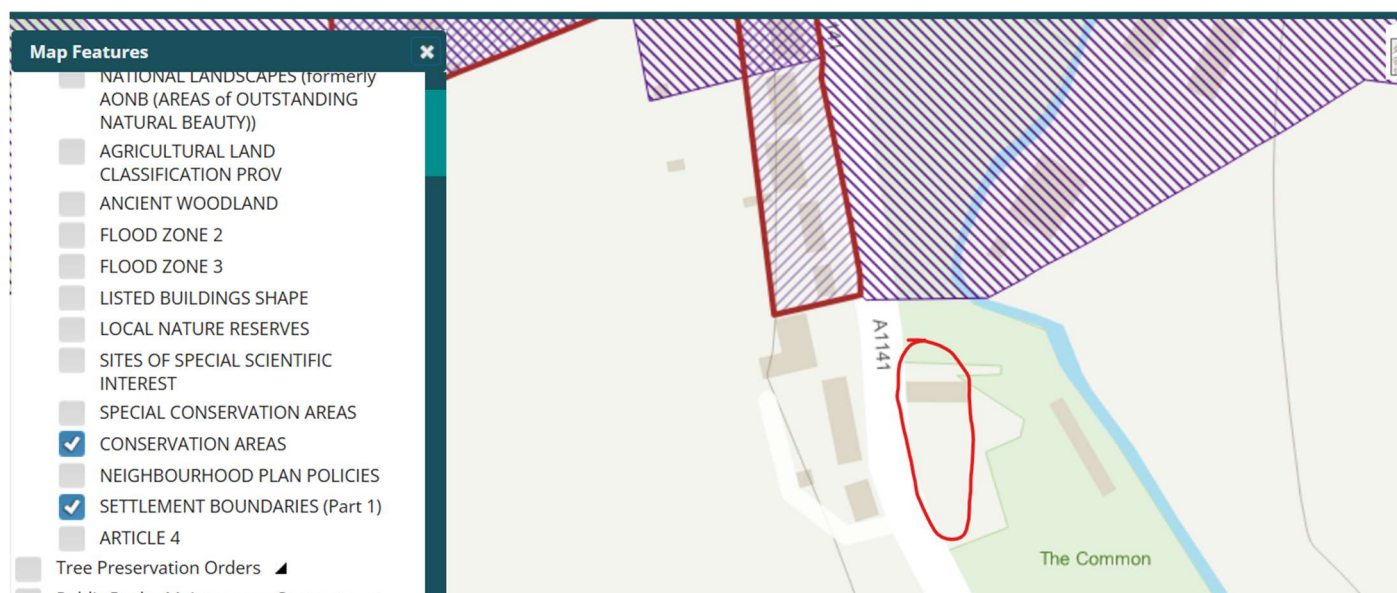


Kitchen Section  
Scale 1:50

#### Materials:

- Roof:  
Plan tile.
- Walls:  
Coloured weather boards with brick plinth
- Doors & Windows:  
Coloured composite flush casement windows and doors
- Guttering:  
Aluminium gutters and downpipes.

## Conservation Area & Settlement Boundary – Site is marked in Red



**BMSDC Community Planning Survey**

<https://www.babergh.gov.uk/w/planning-consultations>

1. Which of the following are you responding as/on behalf of (please tick all that apply)				
Answer Choices				
1	Babergh Resident			
2	Mid Suffolk Resident			
3	Parish or Town Council		√	
4	Voluntary or Community sector organisation			
5	Local Councillor			
6	Planning Agent			
7	Other (please specify):			

2. How do you feel about the Council's proposal to stop sending neighbour letters for certain types of planning applications? (Majors are included for feedback only)				
Answer Choices	Major Applications (10 or more homes / sites on 1 hectare or more)	Minor Applications (1-9 homes / sites on less than 1 hectare)	Others (e.g. Householders, Listed Building Consents, Advertisements)	
Strongly agree				
Agree				
Neutral				
Disagree				
Strongly disagree		√	√	

## LAVENHAM PARISH COUNCIL:

### 3. Do you help other people to become aware of planning applications (e.g. an elderly neighbour)

Answer Choices				
1	Yes		√	
2	No			
3	Other (please specify):			

### 4. What impacts, if any, would these proposals have on you? (please give reasons why)

Answer Choices				
	<p>Speaking on behalf Lavenham Parish Council:</p> <ul style="list-style-type: none"><li>• Our adult population is broadly 1,700 of which 750 are over the aged of 65.</li><li>• 23% of dwellings are single person households aged 65+</li><li>• Assumption is that in some of those single person households, the person will have some impaired mobility and therefore have less opportunity to view public notices.</li><li>• We cannot rely on word of mouth to keep less mobile parishioners informed of planning applications that may affect them..</li><li>• It is essential to ensure all parishioners are notified of planning application that directly affect them. The current process of sending Neighbour Letters is the most effective way of ensuring they are fully informed.</li></ul>			

### 5. How do you usually see our notifications about planning applications?

Answer Choices				
1	Letter through the door		√	
2	Planning website / email notification		√	
3	Site Notice		√	
4	Parish Council		√	
5	Newspaper			
6	Other (please specify):			



## LAVENHAM PARISH COUNCIL:

### 6. How do you usually respond to planning notifications?

Answer Choices				
1	Send a letter by post / drop off at Endeavour House			
2	Via the Planning Public Access website		✓	
3	Email			
4	Other (please specify):			

### 7. If you have any final comments about this proposal please use the textbox below, thank you.

Answer Choices				
<p>As a Parish council we get requests for Planning Consultations automatically. We then add the list of planning applications to our monthly meeting agenda. This is published too late for this to be an effective method of communication to the parishioners.</p> <p>Unless you check the Planning Portal regularly (as the Parish Council does), this is not an effective method of communication.</p> <p>A Site Notice only works if you walk past the site, and there are not always places to post the notice adjacent to the site.</p> <p>Email, Social Media and messaging platforms, such as WhatsApp are possible alternatives, but not all parishioners have access to these services. <i>Although please see our further comments in the last paragraph below.</i></p> <p>A letter is the only <i>current</i> method that ensure everyone that is affected is informed <i>and this method must be retained.</i></p> <p><i>But when BDC posts documents to residents for any purpose (such as its annual Council Tax Bill), if it asks residents whether it could send neighbour letters by email or WhatsApp, then subsequent letters could be sent electronically to residents who have authorised this, thereby saving BDC some printing and postage costs.</i></p>				

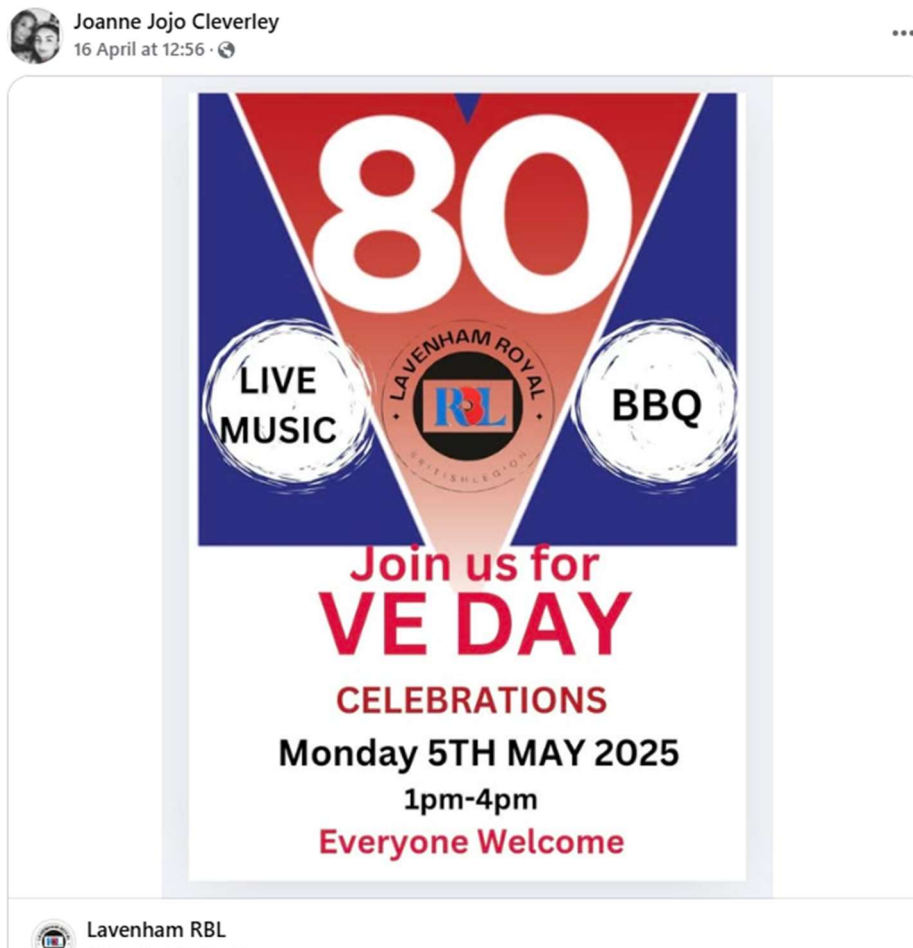
**Motion: The Parish Clerk is instructed to submit the survey as drafted including the late amendments in red italics.**

**VE Day contribution to the British Legion**

**Background:**

At the 3<sup>rd</sup> April 2025 Meeting of Council:

- a) Cllr Morrey told Councillors that she had been in contact with the British Legion to understand their plans to celebrate the eightieth anniversary of VE Day.
- b) Cllr Morrey reported that the Legion are going to hold a barbecue and would be very grateful for a contribution from the Parish Council of £350.
- c) Cllr Morrey explained that unfortunately this information had not been available in time to include on that month's agenda but that she would bring forward a motion at the May 1<sup>st</sup> meeting.
- d) Councillors indicated that they would support this idea at the May 1<sup>st</sup> Meeting with the funds coming from the Street Fair Fund.



**Motion:** that the Parish Council, recognising the significance of VE Day and the desire of the British Legion to make the day a community day for all Members of the Public to join in, makes a Grant to the British Legion of £350 from the Street Fair Fund.

Power to make Grants under S137 of the Local Government Act 1972.

**Lavenham Community Coffee Mornings**

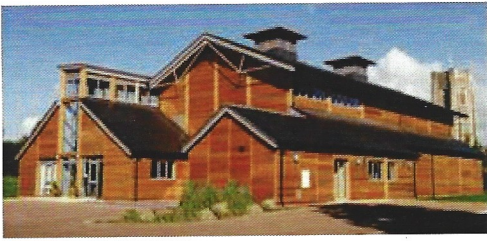
**Background:**

The Community Council runs a coffee morning every Thursday.

On 23<sup>rd</sup> April 2025 Jane Gosling the Joint Manager wrote to Council requesting a Grant of £150 to purchase a parasol to allow these coffee mornings, in the summer, to be held outside. See attached letter.

**Motion:** that the Parish Council, recognising the significance of the Coffee Mornings in the lives of many in Lavenham, makes a Grant to the Community Council of £150 from the Street Fair Fund.

Power to make Grants under S137 of the Local Government Act 1972.



# LAVENHAM VILLAGE HALL & EVENTS CENTRE

Lavenham Village Hall is owned and operated by Lavenham Community Council  
Registered Charity No. 1106956

Church Street  
Lavenham  
Suffolk  
CO10 9QT  
01787 248599



[lavenhamvh@btconnect.com](mailto:lavenhamvh@btconnect.com)  
[www.lavenhamvillagehall.com](http://www.lavenhamvillagehall.com)

23 April 2025

Lavenham Parish Council

For the attention of the Clerk, Andrew Smith

Dear Andrew

## **Lavenham Community Coffee Mornings**

As you may know, the Community Council runs a coffee morning every Thursday which is well attended, especially by some of Lavenham's older residents.

Last year we decided that it would be pleasant to hold our summer coffee mornings outside, which proved very popular. However, when the weather is very hot it is impossible to get out of the sun, which makes sitting outside uncomfortable after a while.

One solution to this problem would be to acquire a tilting garden parasol that could be angled to protect our guests as the sun moves round.

Lavenham Community Council runs these events as a service to the community and asks only for donations to cover the costs we expend – which they don't always do. Unfortunately, we are not in a position to purchase a parasol ourselves, and wondered if the Parish Council might consider donating the necessary funds.

Looking at Amazon, a good quality one with a heavy base would cost around £150.00.

I would be very grateful if the Parish Council would consider our request.

Yours sincerely

JANE GOSLING, Joint Manager

**Lavenham Neighbourhood Plan 3: Report**

**Background:**

At the 6<sup>th</sup> March 2025 Meeting of Council:

- a) Council invited Carroll Reeve, Charles Posner and Danielle Twitchen to join the Neighbourhood Plan Working Group.
- b) Council amended the terms of reference to substitute 'up to a maximum of ten members' with 'up to a maximum of fifteen members all of whom must be on the electoral roll in Lavenham'.
- c) Council determined that not earlier than the May meeting of Council the existing members of the Group will provide Council with a list of those who have expressed an interest. Should there be sufficient vacancies all volunteers will be invited to join the Group. Should there be more volunteers than vacancies Council will ask each of the candidates to write a short statement explaining why they are interested in joining the Group and Council will fill all the vacancies by majority vote.

**Recent Developments:**

David Theobald, Tracey Brinkley, Andrea Norman and Savannah Bourne have expressed interested in joining the group. All are on the electoral roll. Other Members of the Public who express an interest will be co-opted to unfilled vacancies until all vacancies are filled.

We continue to engage with BMSDC & SCC Officers.

The Village Questionnaire is in an advanced stage this will be piloted before it's shared with Council so if alterations are needed it won't take up unnecessary time.

We have started considering revisions to policy areas such as housing which seem to change regularly.

We have an interim budget prepared, after discussion with the Clerk, I shall present this first to a Finance and Strategy meeting which will be arranged shortly.

We always engage with Mr Andrew Smith (Parish Clerk) and thank him for his assistance and advice

**Motion:**

David Theobald, Tracey Brinkley, Andrea Norman and Savannah Bourne are invited to join the Neighbourhood Plan Working Group.

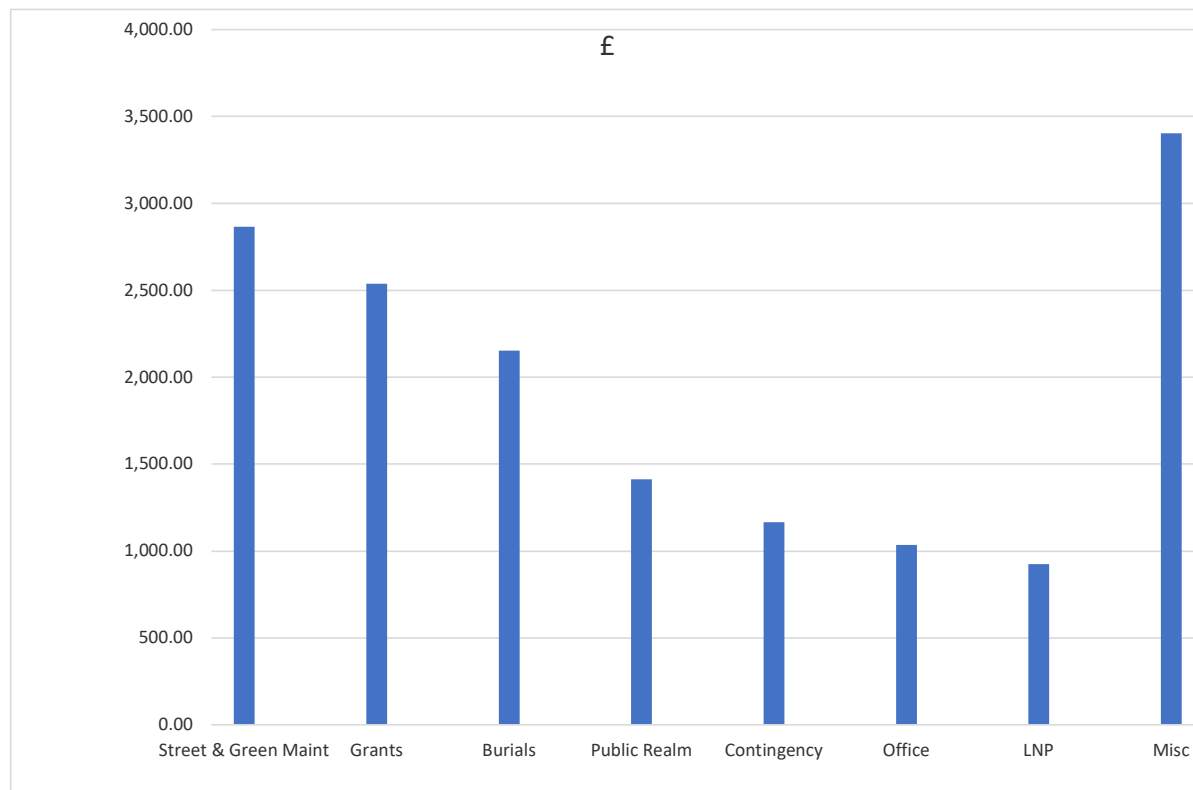


Budget to Forecast			Forecast to Actual	Notes	Budget to Actual
Income Start	142,500.00		153,399.80		142,500.00
Car Parking Donations	10,099.29	Surplus Introduced at Forecasting Stage	496.78	Surplus Some Jan to March Donations received	10,596.07
Interest Received	3,486.91	Surplus Higher Interest Rates	694.45	Surplus Higher Interest Rates	4,181.36
Burial Fees	-3,569.00	Deficit Timing	2,154.00	Surplus Timing	-1,415.00
EV Charging Income	60.12	Surplus Insignificant	819.62	Surplus Insignificant	879.74
Other	822.48	Surplus Largely Cleaning Grant Minimum Wage	609.51	Surplus Largely Cleaning Grant Minimum Wage	1,431.99
	10,899.80		4,774.36		15,674.16
Income End	153,399.80		158,174.16		158,174.16
	0.00		0.00		0.00
Cost Start	142,500.00		141,470.44		142,500.00
Sinking Fund	7,000.00	Spend Introduced at Forecasting Stage	0.00	Spend No variance	7,000.00
LNP including Costs of Democracy	3,000.00	Spend Nothing included in Budget	-924.49	Spend Underspent re forecast	2,075.51
Street Cleaning and Green Maint	-3,212.70	Saving Budgeting Error £2,000	-2,865.22	Saving £1,500 NCIL re play equip	-6,077.92
Water St	-3,085.60	Saving One-off Business Rates saving	0.00	Saving No variance	-3,085.60
Office costs	-2,187.74	Saving £2,000 saving Councillor Training	-1,034.93	Saving £1,000 saving Councillor Training	-3,222.67
Public Realm	-98.72	Saving Insignificant	-1,412.50	Saving Suffolk Street Lights cost	-1,511.22
Community Events including Grants	-1,250.40	Saving Bellward Award Cancelled	-2,537.19	Saving Grant Savings	-3,787.59
Other	-361.09	Saving Insignificant	-783.35	Spend Insignificant	-1,144.44
Contingency	-833.31	Saving This is contingency	-1,166.69	Saving This is contingency	-2,000.00
	-1,029.56		-10,724.37		-11,753.93
Cost End	141,470.44		130,746.07		130,746.07
	0.00		0.00		0.00
<b>Budget Surplus</b>	<b>0.00</b>	<b>Forecast Suplus</b>	<b>11,929.36</b>	<b>Actual Surplus</b>	<b>27,428.09</b>

	April Actual Mth	May Actual Mth	Jun Actual Mth	Jul Actual Mth	Aug Actual Mth	Sep Actual Mth	Oct Actual Mth	Nov Actual Mth	Dec Actual Month	Jan Actual Month	Feb Actual Month	Mar Actual Month	Actual YTD	Forecast YTD	Favourable /(Adverse)	Notes	
Precept	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	9,916.67	119,000.00	119,000.00	0.00	No variance	
Babergh Cleansing Grant	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	1,041.04	12,492.48	12,492.48	0.00	No variance	
Fixed Income	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	10,957.71	131,492.48	131,492.48	0.00		
Burial Fees	753.00	400.00	778.00	0.00	0.00	500.00	914.00	0.00	1,460.00	1,460.00	0.00	1,320.00	7,585.00	5,431.00	2,154.00	Variable depending on number of deaths	
Car Park and Toilet Donations	1,311.25	1,323.96	1,225.30	1,528.07	1,767.75	1,255.76	907.10	641.85	305.53	75.20	120.85	133.45	10,596.07	10,099.29	496.78	£500 in Jan 2024 and £850 in Feb 2024, £950 March 24. Reduction 80%.	
Other Donations	40.00	10.00	30.00	0.00	0.00	300.00	90.00	0.00	0.00	220.00	279.51	-30.00	939.51	330.00	609.51	Sudbury Cycle Club and Christmas Donations	
EV Charging Income	72.91	81.82	74.48	27.70	23.21	67.96	283.08	109.24	74.77	120.92	186.39	257.26	1,379.74	560.12	819.62	Very overdue revenue from 2023 received from Anglia Charging	
Interest Received	400.00	726.04	400.00	400.00	760.87	400.00	400.00	846.13	500.00	500.00	448.52	399.80	6,181.36	5,486.91	694.45	Higher Interest rates continue	
Variable Income	2,577.16	2,541.82	2,507.78	1,955.77	2,551.83	2,523.72	2,594.18	1,597.22	2,340.30	2,376.12	1,035.27	2,080.51	26,681.68	21,907.32	4,774.36		
Total Income	13,534.87	13,499.53	13,465.49	12,913.48	13,509.54	13,481.43	13,551.89	12,554.93	13,298.01	13,333.83	11,992.98	13,038.22	158,174.16	153,399.80	4,774.36	Variable depending on number of deaths	
Management Costs	3,459.00	3,539.00	3,576.33	3,473.44	3,554.44	3,554.44	4,567.37	3,534.86	3,534.86	3,534.86	3,534.86	4,493.04	44,356.49	45,124.20	767.71	£1,150 spent on specialist Planning advice. £1,200 legal fees accrued	
Office costs	814.98	708.99	613.48	608.93	831.99	657.60	884.37	653.56	728.99	638.47	651.99	823.99	8,617.33	9,652.26	1,034.93	Negligible Cllr Training Costs incurred	
LNP including Costs of Democracy	55.00	55.00	55.00	55.00	505.00	56.25	1,042.26	198.00	0.00	0.00	54.00	0.00	2,075.51	3,000.00	924.49	LNP Publicity Budget underspent	
Street Cleaning and Green Maint	3,051.04	2,880.51	2,907.30	2,577.30	3,357.75	5,193.38	2,487.30	2,274.19	1,870.40	2,233.55	1,895.94	3,089.27	33,817.88	36,683.10	2,865.22	£1,500 budgeted as routine repairs, replaced by the NCIL major repairs.	
Public Realm	686.00	794.00	596.00	591.78	1,343.36	934.32	731.78	591.78	591.78	587.53	587.53	52.92	8,088.79	9,501.28	1,412.50	Suffolk Street Lighting	
Toilet Costs	1,193.69	1,407.15	1,742.79	918.34	1,474.82	1,137.40	1,126.68	1,449.70	963.79	1,040.08	1,520.55	1,430.96	15,405.89	15,953.46	547.57	Accrual for leak repair not required	
Water St	351.02	351.02	351.02	-1,755.92	313.08	313.08	313.08	313.08	216.23	216.23	216.23	216.23	1,414.40	1,414.40	0.00	Insignificant	
Community Events including Grants	0.00	1,128.86	0.00	2,530.80	118.80	260.80	0.00	3,600.00	600.00	173.15	500.00	0.00	8,912.41	11,449.60	2,537.19	Grants £2500 less than anticipated	
EV Costs	65.99	23.85	63.83	37.70	41.76	49.55	436.71	61.02	-172.02	101.27	147.85	199.87	1,057.38	525.45	-531.93	Very overdue costs from 2023 received from Anglia Charging	
Sinking Fund	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	7,000.00	7,000.00	0.00	No variance	
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,166.69	1,166.69	0.00	Contingency
Total Costs	9,676.70	10,888.36	9,905.73	9,037.37	11,541.00	13,156.82	12,589.54	13,676.18	9,334.02	9,525.13	10,108.94	11,306.27	130,746.07	141,470.44	10,724.37		
Surplus/(Deficit)	3,858.16	2,611.16	3,559.75	3,876.11	1,968.54	324.61	962.34	-1,121.26	3,963.98	3,808.70	1,884.04	1,731.95	27,428.09	11,929.36	15,498.73		

	April Actual Mth	May Actual Mth	Jun Actual Mth	Jul Actual Mth	Aug Actual Mth	Sep Actual Mth	Oct Actual Mth	Nov Actual Mth	Dec Actual Month	Jan Actual Month	Feb Actual Month	Mar Actual Month	Actual YTD	Forecast YTD	Favourable /(Adverse)
Staff salaries and Other Consultancy Costs	3,403.00	3,403.00	3,440.33	3,415.44	3,415.44	3,415.44	4,428.37	3,395.86	3,395.86	3,395.86	3,395.86	4,674.04	43,178.49	43,626.20	447.71
Audit and Payroll bureau costs	56.00	136.00	136.00	58.00	139.00	139.00	139.00	139.00	139.00	139.00	139.00	-181.00	1,178.00	1,498.00	320.00
Management Costs	3,459.00	3,539.00	3,576.33	3,473.44	3,554.44	3,554.44	4,567.37	3,534.86	3,534.86	3,534.86	3,534.86	4,493.04	44,356.49	45,124.20	767.71
Telephone & broadband	95.05	82.06	82.06	82.06	82.06	82.06	90.43	76.62	71.05	71.05	71.05	71.05	956.60	997.71	41.11
Website Dev and .gov	59.40	59.40	59.40	59.40	149.40	59.40	114.80	64.80	64.80	64.80	64.80	64.80	885.20	802.80	-82.40
Accounting software & computer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	300.00	300.00
Office Materials	9.99	9.99	9.99	27.93	204.99	9.99	9.99	9.99	9.99	40.47	9.99	9.99	363.30	542.89	179.59
Data Protection	0.00	0.00	0.00	0.00	0.00	0.00	35.00	0.00	0.00	0.00	0.00	0.00	35.00	0.00	-35.00
Subscriptions & Insurance	211.16	211.16	211.16	211.16	211.16	277.77	277.77	277.77	332.77	277.77	277.77	277.77	3,055.17	2,980.80	-74.37
All Training/Clr expenses	0.00	140.00	0.00	0.00	0.00	0.00	150.00	0.00	0.00	0.00	0.00	0.00	290.00	840.00	550.00
Room hire PC meetings	105.00	22.00	44.00	44.00	0.00	44.00	22.00	0.00	66.00	0.00	44.00	66.00	457.00	523.00	66.00
Office Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Digital mapping	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	150.00	300.00	150.00	-150.00
Parish Office business rates	101.05	101.05	101.05	101.05	101.05	101.05	101.05	101.05	101.05	101.05	101.05	101.05	1,212.57	1,212.57	0.00
Parish Office rent	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	83.33	1,000.00	1,000.00	0.00
Office Miscellaneous	0.00	0.00	22.49	0.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	62.49	302.49	240.00
Office costs	814.98	708.99	613.48	608.93	831.99	657.60	884.37	653.56	728.99	638.47	651.99	823.99	8,617.33	9,652.26	1,034.93
LNP Costs incl Cost of Democracy	55.00	55.00	55.00	55.00	505.00	56.25	1,042.26	198.00	0.00	0.00	54.00	0.00	2,075.51	3,000.00	924.49
Green Maintenance	958.75	1,183.75	958.75	958.75	958.75	958.75	958.75	479.38	345.00	705.00	345.00	512.72	9,323.35	9,775.00	451.65
Tree Maintenance and Care	380.00	0.00	420.00	0.00	760.00	2,300.00	0.00	0.00	0.00	0.00	0.00	780.00	4,640.00	4,240.00	-400.00
Street cleansing	1,278.40	1,278.40	1,278.40	1,278.40	1,278.40	1,278.40	1,278.40	1,378.40	1,275.25	1,278.40	1,278.40	1,278.40	15,437.65	16,340.80	903.15
Refuse collection bins & dog bins	298.74	115.00	115.00	115.00	115.00	253.08	115.00	253.08	115.00	115.00	115.00	115.00	1,839.90	1,563.74	-276.16
Chapel Business Rates	135.15	135.15	135.15	135.15	135.15	135.15	135.15	135.15	135.15	135.15	135.15	135.15	1,621.75	1,621.75	0.00
All cemetery management	0.00	168.21	0.00	90.00	110.45	0.00	0.00	28.18	0.00	0.00	22.39	0.00	419.23	1,141.81	722.58
Play equipment	0.00	0.00	0.00	0.00	0.00	268.00	0.00	0.00	0.00	0.00	0.00	268.00	536.00	2,000.00	1,464.00
Street Cleaning and Green Maint	3,051.04	2,880.51	2,907.30	2,577.30	3,357.75	5,193.38	2,487.30	2,274.19	1,870.40	2,233.55	1,895.94	3,089.27	33,817.88	36,683.10	2,865.22
Street furniture	90.00	198.00	0.00	0.00	751.58	342.54	140.00	0.00	0.00	0.00	0.00	1,484.61	3,006.73	2,400.00	-606.73
Street Lighting energy	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	500.00	-1,519.22	3,980.78	6,000.00	2,019.22
PWLB interest	96.00	96.00	96.00	91.78	91.78	91.78	91.78	91.78	91.78	87.53	87.53	87.53	1,101.28	1,101.28	0.01
Public Realm	686.00	794.00	596.00	591.78	1,343.36	934.32	731.78	591.78	591.78	587.53	587.53	52.92	8,088.79	9,501.28	1,412.50
Church Street energy	116.23	82.97	73.53	66.05	66.21	65.05	85.96	91.53	112.36	112.96	104.51	81.08	1,058.44	1,104.99	46.55
Church Street water	0.00	279.82	0.00	0.00	370.73	0.00	0.00	315.57	0.00	0.00	299.81	0.00	1,265.93	1,392.01	126.08
Church St Toilets Business Rates	67.37	67.36	67.37	67.37	67.36	67.37	67.37	67.37	67.37	67.37	67.37	67.37	808.38	808.38	0.00
Prentice St Water	0.00	98.55	0.00	0.00	173.69	0.00	0.00	157.96	0.00	0.00	114.58	0.00	544.78	619.62	74.84
Prentice St non EV energy	38.34	36.69	40.22	37.05	37.00	36.93	35.48	35.32	36.19	39.38	38.73	37.14	448.47	469.30	20.83
Donation Points	35.90	35.90	35.90	35.90	35.90	35.90	35.90	35.90	35.90	35.90	35.90	35.90	430.80	430.80	0.00
Washroom Cleaning & Consumables	660.85	660.85	1,200.77	711.97	723.92	932.15	711.97	746.05	711.97	784.47	859.65	916.97	9,621.59	9,558.36	-63.23
Washroom Minor Maintenance	275.00	145.00	325.00	0.00	0.00	0.00	190.00	0.00	0.00	0.00	0.00	292.50	1,227.50	1,570.00	342.50
Miscellaneous	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Toilet Costs	1,193.69	1,407.15	1,742.79	918.34	1,474.82	1,137.40	1,126.68	1,449.70	963.79	1,040.08	1,520.55	1,430.96	15,405.89	15,953.46	547.57
Water Street green maintenance	96.85	96.85	96.85	96.85	96.85	96.85	96.85	96.85	0.00	0.00	0.00	0.00	774.80	774.80	0.00
Water Street Business Rates	254.17	254.17	254.17	-1,852.77	216.23	216.23	216.23	216.23	216.23	216.23	216.23	216.23	639.60	639.60	0.00
Water St	351.02	351.02	351.02	-1,755.92	313.08	313.08	313.08	313.08	216.23	216.23	216.23	216.23	1,414.40	1,414.40	0.00
Small Grants (combined)	0.00	500.00	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00	500.00	0.00	3,500.00	6,000.00	2,500.00
Christmas trees/lighting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3,600.00	600.00	-501.00	0.00	0.00	3,699.00	3,600.00	-99.00
Xmas Eve Community Carols	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	674.15	0.00	0.00	674.15	600.00	-74.15
1st Meadow summer facilities	0.00	0.00	0.00	30.80	118.80	30.80	0.00	0.00	0.00	0.00	0.00	0.00	180.40	249.60	69.20
Misc	0.00	628.86	0.00	0.00	0.00	230.00	0.00	0.00	0.00	0.00	0.00	0.00	858.86	1,000.00	141.14
Bellward Award	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Community Events including Grants	0.00	1,128.86	0.00	2,530.80	118.80	260.80	0.00	3,600.00	600.00	173.15	500.00	0.00	8,912.41	11,449.60	2,537.19
EV Costs	65.99	23.85	63.83	37.70	41.76	49.55	436.71	61.02	-172.02	101.27	147.85	199.87	1,057.38	525.45	-531.93
Sinking Fund	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	7,000.00	7,000.00	0.00
Contingency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,166.69	1,166.69
Total Expenses	9,676.70	10,888.36	9,905.73	9,037.37	11,541.00	13,156.82	12,589.54	13,676.18	9,334.02	9,525.13	10,108.94	11,306.27	130,746.07	141,470.44	10,724.37
Surplus/(deficit)	3,858.16	2,611.16	3,559.75	3,876.11	1,968.54	324.61	962.34	-1,121.26	3,963.98	3,808.70	1,884.04	1,731.95	27,428.09	11,929.36	15,498.73

Type	£
Street & Green Maint	2,865.22
Grants	2,537.19
Burials	2,154.00
Public Realm	1,412.50
Contingency	1,166.69
Office	1,034.93
LNP	924.49
Misc	3,403.71
	15,498.73



	Mar 24	Mar 25	Increase/(decrease)	Notes
Fixed Assets	150,968.05	146,934.44	-4,033.61	Pump Ct Cancellation
Debtors	0.00	0.00	0.00	None
Accrued Income	3,732.86	1,821.01	-1,911.85	Interest and car park donation. March included 3 mth Cleaning Grant
Prepayments	762.95	1,095.98	333.03	Mainly Business Rates and Insurance
VAT Refunds	2,091.70	3,926.07	1,834.37	Purchase dependent
	6,587.50	6,843.06	255.55	
Cash at Bank	377,684.76	394,845.94		
Bus Prem	7,223.42	3,242.82		
Current Acc	0.00	0.00		
Petty Cash	384,908.18	398,088.76	13,180.58	Surplus £27k, Sinking Fund £7k, NCIL (24k)
Trade Creditors	-13,083.74	-21,393.91	8,310.17	Playquip Repairs in 2025 £11,000
Accruals	-15,071.07	-16,511.59	1,440.51	Insignificant change
Deferred Income	0.00	0.00	0.00	No change
Lights Creditor	-133,633.91	-129,600.30	-4,033.61	Pump Ct Cancellation
	-161,788.72	-167,505.80	5,717.07	
Loans	-72,452.44	-66,059.55	-6,392.89	Capital Repayments made
Net Assets	308,222.57	318,300.91	10,078.34	
General Funds	159,753.32	195,927.66	36,174.34	
Ballot Fund	4,800.00	4,800.00	0.00	No change
Public Realm	869.09	0.00	-869.09	Released earmark as now spent
Cemetery Clean Up	5,000.00	0.00	-5,000.00	Released Aug 2024
Telephone Box Maintenance	6,000.00	0.00	-6,000.00	Telephone Boxes Paid For
Lavenham Funds in Trust	1,500.00	1,500.00	0.00	No change
Street Fair Fund	6,265.37	6,265.37	0.00	No change
Sinking Fund	36,872.80	46,995.64	10,122.84	Being increased by £1,000 per month
NCIL	87,161.99	62,812.24	-24,349.75	£21k received, £45k spent (£8k SIDs, £9k Bridge. £6k phone boxes, £12k playground, £9k lorry sign Bury Rd)
Total Reserves	308,222.57	318,300.91	10,078.34	
Imbalance	0.00	0.00	0.00	

Closing Cash	398,088.76	
Cash In Transit	1,060.00	
Deferred Income	0.00	
Suffolk CC	-129,600.30	
ncil	-62,812.24	
Other Funds	-12,565.37	
	194,170.85	
Less Sinking Fund Cash	-46,995.64	
NCIL Creditor	-11,238.00	
	135,937.21	
Annual Spend excl Sinking Fund	140,000.00	
Cover	11.7 Months	
Increased surplus since last forecast	15,498.73	
Should that not have been realised	120,438.49	
Revised Cover	10.3 Months	10.4 mths was prev quoted figure



	B/F	Per I and E	In lieu dep'n lighting earmark	NCIL Cash received	NCIL Cash Spent	Cemetery Release	Public Realm items Capitalised	C/F	
General Funds	159,753.32	27,428.09	-3,122.84	0.00	6,000.00	5,000.00	869.09	195,927.66	0.00
Ballot Fund	4,800.00	0.00	0.00	0.00	0.00	0.00	0.00	4,800.00	0.00
Public Realm	869.09	0.00	0.00	0.00	0.00	0.00	-869.09	0.00	0.00
NCIL	87,161.99	0.00	0.00	20,967.20	-45,316.95	0.00	0.00	62,812.24	0.00
Lavenham Funds in Trust	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00	1,500.00	0.00
Cemetery Clean Up	5,000.00	0.00	0.00	0.00	0.00	-5,000.00	0.00	0.00	0.00
Telephone Box Maintenance	6,000.00	0.00	0.00	0.00	-6,000.00	0.00	0.00	0.00	0.00
Sinking Fund	36,872.80	7,000.00	3,122.84	0.00	0.00	0.00	0.00	46,995.64	0.00
Street Fair Fund	6,265.37	0.00	0.00	0.00	0.00	0.00	0.00	6,265.37	0.00
Total Reserves	308,222.57	34,428.09	0.00	20,967.20	-45,316.95	0.00	0.00	318,300.91	0.00

Stock Signs 2 SIDs Melford Rd	-7,000.00	-601.58 Glasdon
SID Posts Accrual	-1,200.00	-77.54 Glasdon
Playquip 1st Meadow Bridge	-9,187.43	-265.00 Paul Holland
Playquip Bridge Retention	-235.57	-944.12
L Carr Phone Box	-6,200.00	
Suffolk CC	-8,797.95	
Playquip Repairs	-3,331.00	
Playquip Repairs	-9,365.00	
	-45,316.95	

Check 0.00

Current

28/02/2025	Balance Brought Forward	5,348.35	
03/03/2025	Supplier Payment: Anglia Water	-299.81	
03/03/2025	Supplier Payment: Anglia Water	-114.58	
03/03/2025	Toilet Donations: Card	6.65	
04/03/2025	Christmas Donation	275.00	
04/03/2025	Toilet Donations: Cash	55.00	
04/03/2025	Supplier Payment: HP Inks	-11.99	
05/03/2025	NEST: Pension Contributions	-174.33	
06/03/2025	Burial Income: Spencer Wix	260.00	
10/03/2025	EV Revenue: Fuuse	181.92	
10/03/2025	Toilet Donations: Card	18.05	
11/03/2025	Supplier Payment: British Gas	-155.24	
11/03/2025	Transfer from Deposit Account	5,000.00	
13/03/2025	Supplier Payment: British Gas	-109.73	
14/03/2025	Christmas Donation	15.00	
14/03/2025	Supplier Payment: British Gas	-40.66	
17/03/2025	Toilet Donations: Card	6.65	
17/03/2025	Andrew Smith: February Net Wages	-2,368.72	
17/03/2025	Supplier Payment: Command Pest Control	-159.00	
17/03/2025	Supplier Payment: Robert Evans Maintenance	-360.00	
17/03/2025	Supplier Payment: Village Hall	-44.00	
17/03/2025	Supplier Payment: Onsite IT	-77.76	
17/03/2025	Supplier Payment: Lavenham Press	-54.00	
17/03/2025	Supplier Payment: Infinity Cleaning	-872.58	
17/03/2025	Supplier Payment: JPB Landscapes	-1,948.12	
17/03/2025	Supplier Payment: Drain Doctor	-351.00	
17/03/2025	Supplier Payment: Perrywood Nursery	-40.00	
19/03/2025	Supplier Payment: EE	-9.72	
20/03/2025	Supplier Payment: BT	-75.54	
24/03/2025	Toilet Donations: Card	11.40	3,242.82
21/03/2025	Grant: Kernos Centre	-500.00	
21/03/2025	Supplier Payment: Paul Holland	-120.00	
27/03/2025	Supplier Payment: Go Cardless	-43.08	394,845.94
31/03/2025	Supplier Payment: HP Inks	-11.99	
31/03/2025	Toilet Donations: Card	6.65	
31/03/2025	Balance Carried Forward	3,242.82	
31/03/2025	Per Bank Statement	3,242.82	0.00

Premium

28/02/2025	Balance Brought Forward	397,850.12
03/03/2025	Bank Interest Received	1,448.32
11/03/2025	Transfer to Current Account	-5,000.00
14/03/2025	HMRC: VAT Refund	547.50
31/03/2025	Balance Carried Forward	394,845.94
31/03/2025	Per Bank Statement	394,845.94
		0.00



**Review of Standing Orders.**

On 3<sup>rd</sup> April 2025 NALC advised Council as below:

**Model Standing Orders**

We have updated [Model Standing Order \(England\) 18](#) to comply with new procurement legislation and ensure consistency with our [Model Financial Regulations](#). The changes are to 18.a.v, 18.c, 18.d, and 18.f. We've also updated [Model Standing Order \(England\) 14](#) to better reflect Code of Conduct requirements. 14.a, 14.b, and 14.c have been removed. We have also changed the language in the document to gender-neutral terms to align with our policy and the [Civility and Respect Project](#).

The changes to 18a.v to 18f are subtle and relate to changes in the law.

Now reads:

- v. whether contracts with an estimated value below **£30,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:
  - i. a specification for the goods, materials, services or the execution of works shall be drawn up;
  - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
  - iii. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
  - iv. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
  - v. tenders are to be reported to and considered by the appropriate meeting of the Council or a committee or sub-committee with delegated responsibility.
- d. The Council is not bound to accept the lowest value tender.
- e. **Where the value of a contract is likely to exceed the threshold specified by the Government from time to time, the Council must consider whether the contract is subject to the requirements of the current procurement legislation and, if so, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**

Previously read:

- v. whether contracts with an estimated value below **£30,000** due to special circumstances are exempt from a tendering process or procurement exercise.
- b. Financial regulations shall be reviewed regularly and at least annually for fitness of purpose.
- c. **A public contract regulated by the Public Contracts Regulations 2015 with an estimated value in excess of £30,000 but less than the relevant thresholds referred to in standing order 18(f) is subject to the "light touch" arrangements under Regulations 109-114 of the Public Contracts Regulations 2015 unless it proposes to use an existing list of approved suppliers (framework agreement).**
- d. Subject to additional requirements in the financial regulations of the Council, the tender process for contracts for the supply of goods, materials, services or the execution of works shall include, as a minimum, the following steps:

20

- 
- i. a specification for the goods, materials, services or the execution of works shall be drawn up;
  - ii. an invitation to tender shall be drawn up to confirm (i) the Council's specification (ii) the time, date and address for the submission of tenders (iii) the date of the Council's written response to the tender and (iv) the prohibition on prospective contractors contacting councillors or staff to encourage or support their tender outside the prescribed process;
  - iii. the invitation to tender shall be advertised in a local newspaper and in any other manner that is appropriate;
  - iv. tenders are to be submitted in writing in a sealed marked envelope addressed to the Proper Officer;
  - v. tenders shall be opened by the Proper Officer in the presence of at least one councillor after the deadline for submission of tenders has passed;
  - e. The Council is not bound to accept the lowest value tender.
  - f. **Where the value of a contract is likely to exceed the threshold specified by the Office of Government Commerce from time to time, the Council must consider whether the Public Contracts Regulations 2015 or the Utilities Contracts Regulations 2016 apply to the contract and, if either of those Regulations apply, the Council must comply with procurement rules. NALC's procurement guidance contains further details.**



## LAVENHAM PARISH COUNCIL:

14 now reads:

### 14. CODE OF CONDUCT COMPLAINTS

- a **Upon notification by the Principal Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against them. Such action excludes disqualification or suspension from office.**

It used to read:

### 14. CODE OF CONDUCT COMPLAINTS

- a Upon notification by the District or Unitary Council that it is dealing with a complaint that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Proper Officer shall, subject to standing order 11, report this to the Council.
- b Where the notification in standing order 14(a) relates to a complaint made by the Proper Officer, the Proper Officer shall notify the Chair of Council of this fact, and the Chair shall nominate another staff member to assume the duties of the Proper Officer in relation to the complaint until it has been determined and the Council has agreed what action, if any, to take in accordance with standing order 14(d).
- c The Council may:
  - i. provide information or evidence where such disclosure is necessary to investigate the complaint or is a legal requirement;
  - ii. seek information relevant to the complaint from the person or body with statutory responsibility for investigation of the matter;
- d **Upon notification by the District or Unitary Council that a councillor or non-councillor with voting rights has breached the Council's code of conduct, the Council shall consider what, if any, action to take against him. Such action excludes disqualification or suspension from office.**

**Motion:** Council approves the changes to its Standing Orders consequent of the recent revisions made by NALC to its Model Standing Orders.

**EV Cluster Agreements**

**Background:**

At the 11<sup>th</sup> July 2024 Meeting of Council determined to request Suffolk County Council to share the details of all Parish Council controlled chargers with Connected Kerb for them to arrange an initial survey.

The surveys have taken place and on 30<sup>th</sup> October Suffolk County Council confirmed that Connected Kerb are willing to take on and fully commission the EV points in both car parks.

**Recent Developments:**

On 28<sup>th</sup> March 2025 Suffolk County Council wrote saying:

'I wanted to share some updates on the adoption process with you while you are reviewing you Cluster Member Agreements.

We appreciate that the process has taken longer than anticipated and this is due to a couple of factors I have detailed below.

At some sites, Connected Kerb have had to programme in some remedial works to improve the electrical safety of the installation, this work has now all been completed.

The second and larger issue has been with the ability of Connected Kerb to adopt the existing Rolec charging units. There were issues with a part called a 'Greenflux Controller' being password protected and no longer manufactured. While Connected Kerb were able to find a work around for this, they then found an issue with the firmware meaning they weren't able to get the chargepoints onto their back-office system.

Given the time this has taken, Connected Kerb have now made the decision to instead replace all existing chargepoints with new, Connected Kerb units. This means the process can move much more quickly, and Connected Kerb have assured us that all adoptions will be complete before the end of June, with the majority being completed much earlier.

The replacement is only of the above ground infrastructure and should not take more than a day or two. In order to facilitate the changeover, you will be receiving a phone call from Connected Kerb's install partner, EJC to arrange a new site survey in the next couple of weeks. Once they have completed these surveys, we will have a full programme of works to share which will give a clear timeline for the replacement and commissioning of your units.

*Note: this survey has now taken place.*

I can also confirm the process for reimbursement of electricity bills. Once the chargepoints are installed, Connected Kerb will reimburse you monthly for any electricity used by the chargepoints at the same unit rate you pay your electricity supplier. This is only relevant at the Water Street site for Lavenham as I understand that Prentice St is *not* connected to the mains power supply.

## LAVENHAM PARISH COUNCIL:

Please do get in touch if you have any questions about the updates above. Once the site survey has been completed and we have your signed Cluster Member Agreements, we will be able to share your Lease Agreement for signature which will be the final piece of paperwork to complete. We appreciate your patience over the last few months while we worked through some of the delays.

On 27<sup>th</sup> March 2025 Suffolk County Council wrote saying:

'Hi Andrew,

The Cluster Member Agreement should be signed by the organisation who will be receiving the income from the chargepoints, which I believe is the Parish Council for both Lavenham sites?

There will be a Lease Agreement to sign by the landowner after the CMA and this will be drafted with BMSDC as the landowner of Prentice Street'.

On 1<sup>st</sup> April 2025 following a query from the Clerk Suffolk County Council amended the draft agreement for Prentice St to be clear concerning the ownership of the land:

'Hi Andrew,

The second section describes you (The Cluster Member) as the person **authorised by** the person who owns the freehold – this is the case as BMSDC have agreed to the chargepoints being on their land as the landowner.

You however correct that the first clause should say the same so I have amended and attached again here'.

### **Motion:**

Council signs the two draft cluster member agreements.

**Cluster Member Agreement  
Prentice Street Car Park - Lavenham**

**THIS DEED** is dated

**BETWEEN**

- (1) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (the “**SCC**”); and
- (2) **Lavenham Parish Council** of Parish Council Office, Church Street, Lavenham, Suffolk, CO10 9QT (the “**Cluster Member**”); and
- (3) **Connected Kerb Limited**, a limited liability company incorporated and registered in England and Wales (company number 11062616) and having its registered office at C/O James Cowper Kreston, 2 Communications Road Greenham Business Park Newbury Berkshire RG19 6AB (the “**Supplier**”).

**WHEREAS:**

- 1)  
The SCC wishes to appoint a supplier to provide services in the provision of Electric Vehicle Charging Infrastructure and the Supplier agrees to accept such engagement.
- 2) On 17<sup>th</sup> June 2024, SCC and the Supplier entered into the Contract for the Provision of Electric Vehicle Charging at Specified Destinations, under the DPS RM 6213 (“**EV Charging Contract**”) for the provision of the Deliverables described therein being Electric Vehicle Charging Points (“**EVCPs**”) and associated equipment and requisite Electric Vehicle Charging Infrastructure (“**EVCI**”) for the same and the end to end services of the supply, installation, operation, maintenance, renewal, all necessary services required to effect the same and back office services (**the “Services”**) described in the contract..
- 3) Whilst SCC is the contracting party of the EV Charging Contract, it is also contracting for the services and Deliverables to be provided for the benefit of other contracting authorities who are not parties to the EV Charging Contract but who wish to have EVCPs installed and operated at sites owned, leased, controlled or occupied by them within or substantially within the County of Suffolk and who are identified as at the date of the EV Charging Contract, or subsequently agreed by the parties as being entitled to the Deliverables and



Services at their location(s) pursuant to the EV Charging Contract as Cluster Member(s).

- 4) The Cluster Member has received, read and understood the following components of the EV Charging Contract:
  - Core Terms
  - Special Terms
  - Statement of Requirements
  - Definitions
  - Contract Order Form
- 5) The Cluster Member shall have all of the rights granted to the SCC under the EV Charging Contract. Accordingly, where the context requires in order to assure the Cluster Member's rights and benefits under the EV Charging Contract, and unless the SCC otherwise specifies, references to "the SCC" or "the Buyer" in the EV Charging Contract (including those references to a party which are intended to relate to the SCC) shall be deemed to include a reference to the Cluster Member.
- 6) The EV Charging Contract states that the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") shall apply for the benefit of the Cluster Member who shall be entitled to claim for any breach of the EV Charging Contract by the Supplier in so far as any such breach affects the rights, property, or interests of the Cluster Member.
- 7) The Supplier and the Cluster Member have agreed to enter into this Agreement to formalise their commitment and to set out their respective roles and obligations in relation to the joint working arrangement with effect from the date hereof and this Agreement is supplemental to and varies the EV Charging Contract insofar as it is necessary to do so to enable the Cluster Member to use the EV Charging Contract. Save for the variations to the EV Charging Contract (if any) herein all other terms and conditions of the EV Charging Contract remain unchanged and in full force and effect.
- 8) The SCC enters into this Agreement only to approve the changes to the EV Charging Contract insofar as it is necessary and to acknowledge the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

## 1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

“Agreement”	means this Agreement and the Appendices;
“Associated Services”	<p>means services delivered in addition and complimentary to EV charging devices at a specified destination. This may include, but is not limited to:</p> <ul style="list-style-type: none"><li>• Parking space canopies</li><li>• Solar PV</li><li>• Battery storage</li><li>• Advertising screens with integrated EVCP</li><li>• Vehicle detection sensors</li><li>• CCTV &amp; Lighting</li><li>• Illuminated and reflective signage</li><li>• Real-time availability signs</li><li>• Seating, bicycle racks;</li></ul>
“Cluster Member Location”	means Prentice Street Car Park, Lavenham, Sudbury, CO10 9RD
“Commencement Date”	means _____ or such other date as may be mutually agreed in writing between the parties;
“Contract Term”	means, subject to early termination or extension in accordance with this agreement, the period from the Commencement Date up to and including 30 <sup>th</sup> September 2040
“Confidential Information”	means information contained in the all the materials and data furnished by or on behalf of the SCC which is received by the parties or comes to the parties’ knowledge in connection with this Agreement including but not limited to the terms and conditions of this Agreement and the EV Charging Contract;

“Day”	means calendar day (including Saturday, Sunday and public holidays in England, unless otherwise stated);
“Deliverables”	means any EVCI and Associated Services and equipment, and the services provided thereby, approved by the Operational Board for delivery by the Supplier in line with the terms of the EV Charging Contract;
“End User Tariff”	means the tariff stated as payable in Order Schedule 5 (Pricing Details) of the EV Charging Contract for use of the EVCPs by the end users as may be adjusted pursuant to the EV Charging Contract.
“EVCI”	means Electric Vehicle Charging Infrastructure and include charge points and all elements of their directly associated civil, mechanical and electrical infrastructure from the network connection through to the connector used by an end user;
“EVCP”	means Electric Vehicle Charge Point. An electrical device designed and used to supply electricity for the purpose of charging electric vehicles;
“Host”	is a person authorized by a person who owns the freehold, or the leasehold title, controls or occupies a location(s) identified in the list of the Mandatory Locations or Optional Locations in the EV Charging Contract (as may be varied from time to time by agreement in writing between the parties), being the SCC or another contracting authority, who requires the Deliverables to be delivered by the Supplier pursuant to the EV Charging Contract at its stated location;

“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, exercise of regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant party is bound to comply;
“Revenue”	<p>means the revenue payable by the Supplier to the SCC or Cluster Member, in consideration of the grant to it of the concession to provide the Deliverables at the particular location pursuant to the EV Charging Contract and retain the End User Tariff payments charged for use of the EVCPs. The revenue is comprised of:-</p> <ol style="list-style-type: none"> <li>1. The fixed annual concession fee per EVCP charging space, and</li> <li>2. The share of gross margin payable to the SCC or Cluster Member by the Supplier for each kWh supplied to end users, per EVCP charging space</li> </ol> <p>as is stated in the Order Schedule 5 of the EV Charging Contract as completed by the Supplier and updated from time to time pursuant to the EV Charging Contract;</p>
“Month”	means calendar month;
“Service Failure Payments”	any service failure payments specified in Order Schedule 14 of the EV Charging Contract, payable by the Supplier to the SCC or the Cluster Member in respect of any failure by the Supplier to meet one or more Service Levels; and
“Service Levels”	means the level of performance of the Supplier under the EV Charging Contract to be attained and assessed in accordance with Order Schedule 14 of the EV Charging Contract.



- 1.2 Words importing the singular only shall include the plural and vice versa where the context requires.
- 1.3 Each gender includes the others where the context requires.
- 1.4 Unless the context requires otherwise, a reference to a person includes an individual, corporation, firm or any body of persons, corporate or unincorporated and includes any public body.
- 1.5 The Appendices hereto shall be incorporated and form an integral part of this Agreement. In the event of any conflict between the main body of this Agreement and the Appendices, the main body of this Agreement shall prevail.
- 1.6 References to Clauses and Appendices are references to clauses and appendices of and to this Agreement. Clause and Appendix headings of this Agreement are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this Agreement.

## **2. COMMENCEMENT AND KEY OBJECTIVES**

- 2.1 The Cluster Member engages the Supplier and the Supplier agrees to provide the Deliverables and perform the Services as detailed in the EV Charging Contract in accordance with the terms and conditions of this Agreement.
- 2.2 The Cluster Member and the Supplier agree that the terms and conditions of the EV Charging Contract shall apply to the provision of Deliverables and Services by the Supplier at the Cluster Member Location.
- 2.3 The Supplier shall commence the provision of Deliverables and performance of the Services on the Commencement Date and shall continue subject to the terms of this Agreement until the end of the Contract Term. The Cluster Member may by written notice to the Supplier 6 months preceding the end of the current Contract Term extend the Contract Term by one (1) single period of **60** Months at its discretion provided that no such extended period shall continue beyond the term of the EV Charging Contract. For the avoidance of doubt, the Cluster Member shall not be entitled to place any orders under the EV Charging Contract following the end of the then current Contract Term.
- 2.4 The Supplier shall not be regarded as having completed the Services until all the tasks set out herein and such other tasks as may be required by the Cluster Member to be completed under this Agreement shall have been completed to the satisfaction of the SCC and the Cluster Member, including without limitation the submission of all the Deliverables required hereunder.

- 2.5 The expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiry or termination. Without prejudice to the generality of the foregoing, the Cluster Member acknowledges that it is possible that there could be a dispute involving the Cluster Member under the EV Charging Contract or this Agreement following the end of the Contract Term.
- 2.6 This Agreement commences on the Commencement Date and shall expire the 30<sup>th</sup> September 2040 unless terminated earlier or extended in accordance with the terms of this Agreement.
- 2.7 This Agreement will terminate upon the termination or expiration of the EV Charging Contract.

### **3. LIABILITIES UNDER THE EV CHARGING CONTRACT**

- 3.1 The Cluster Member acknowledges that SCC is contractually liable to the Supplier under the EV Charging Contract.
- 3.2 While the Cluster Member is entitled to the benefits under the EV Charging Contract in respect of Cluster Member Location of which it is the Host, the Cluster Member hereby also acknowledges and agrees that it shall be liable to the Supplier for its acts or omissions relating to the Cluster Member Location and for carrying them out in accordance with the EV Charging Contract.

### **4. ROLES AND RESPONSIBILITIES**

- 4.1 The parties to the EV Charging Contract may, in accordance with provisions therein, vary, terminate or rescind the EV Charging Contract or any part of it, without the consent of the Cluster Member, save where it relates specifically to the Cluster Member Location of which the Cluster Member is a Host in respect of the rights granted to it regarding the Cluster Member Location.
- 4.2 The Cluster Member and the Supplier hereby unequivocally acknowledge and agree that the enforcement rights granted to the Cluster Member under the EV Charging Contract are subject to the following provisions:
- (a) the SCC may enforce any provision of the EV Charging Contract on behalf of the Cluster Member;
  - (b) any claim from the Cluster Member under the CRTPA to enforce the EV Charging Contract shall be brought by the SCC if reasonably practicable for the SCC and Cluster Member to do so; and

- (c) the Supplier's limits and exclusions of liability in the EV Charging Contract shall apply equally to any claim to enforce the EV Charging Contract made by the SCC on behalf of the Cluster Member and to any claim to enforce the EV Charging Contract made by the Cluster Member acting on its own behalf.

4.3 Notwithstanding that the Cluster Member shall receive the same Deliverables and Services from the Supplier, the following adjustments will apply in relation to how the EV Charging Contract will operate in relation to the SCC and the Cluster Member:

- (a) Deliverables and Services will be provided by the Supplier to the Cluster Member and the SCC separately;
- (b) the Supplier's obligation with regard to reporting will be owed to the Cluster Member and SCC separately;
- (c) the SCC and the Cluster Member shall be entitled to separate invoices in respect of the provision of Deliverables;
- (d) the separate invoices will correlate to the Deliverables provided to the SCC and the Cluster Member;
- (e) the Revenue to be paid to the Host of a location for the concession to provide the Deliverables and shall be calculated on a per Cluster Member/ SCC basis and the Supplier shall pay the Cluster Member/ SCC their respective Revenue direct;
- (f) the Service Levels and the corresponding Service Failure Payments will be calculated in respect of the Cluster Member and the SCC, and they will be reported and added to the Revenue due to the Cluster Member and SCC; and
- (g) Propose any such further adjustments as the SCC and the Cluster Member concerned may notify the Supplier from time to time for discussion between the parties.

## **5. OBLIGATIONS OF THE CLUSTER MEMBER**

5.1 The Cluster Member who is the person authorized by the person who has the freehold title or leasehold title (as the case may be) to the Cluster Member Location shall provide in a timely manner all assistance and the information on title that is necessary and/or reasonably required by the Supplier to enable the Supplier to fulfill its obligations in the provision of Deliverables and performance of the Services at the Cluster Member Location.

5.2 The Cluster Member warrants and undertakes that it shall, timely and diligently, give and/or procure to give this information to SCC:

- (a) in relation the Cluster Member Location, instructions, agreements and approvals as required under the EV Charging Contract, in order that this can be given by the SCC to the Supplier;
- (b) indication of agreement on the Commencement Date for the provision of Deliverables and performance of the Services by the Supplier at the Cluster Member Location;
- (c) instructions and approvals of design plans, Cluster Member's building insurers' approval to the Supplier's installation of EVChs at the Cluster Member Location, implementation programme, as well as the number, type and location of EVChs and associated equipment and EVChs;
- (d) provision of all information required by Law or an order of the courts of England to be given in relation to provision of the Deliverables and performance of the Services at the Cluster Member Location and all other information which the SCC has to provide to the Supplier under the EV Charging Contract;
- (e) any information necessary for the Supplier's proper and effective performance of the Services and any instructions in relation to remedies required or other remedial steps required to be taken, for instance, at the termination of this Agreement; and
- (f) any other information or documents that is reasonably required by the Supplier to discharge its duties and obligations under the EV Charging Contract and/or this Agreement.

5.3 The Cluster Member further warrants and undertakes that all information supplied, and statements and representations made by or on behalf of the Cluster Member in relation to the EV Charging Contract are true and accurate at the time to the best of the Cluster Member's information, knowledge and belief, such information, statements and representations were made to the SCC and/or the Supplier and during the term of this Agreement;

5.4 The Cluster Member shall attend meetings with, and conduct briefings and presentations to, the Operational Board and other organizations, agencies, committees or parties as may be directed by the SCC where the meetings are concerned with the Cluster Member Location, and respond to any questions or requests made by attendants of any of the aforesaid meetings.

5.5 The Cluster Member shall check and verify the accuracy of the invoices supplied by the Supplier (drawn up on behalf of the Cluster Member) in respect to the



Revenue and Service Failure Payments due to the Cluster Member in relation to the Cluster Member Location of which it is the Host.

5.6 The Cluster Member shall check and verify the information, reports and all other data sent to it by the Supplier and/or the SCC in relation to its performance of the Supplier at the Cluster Member Location.

## **6. INDEMNITY**

6.1 The Cluster Member shall indemnify and keep indemnified the SCC against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against the SCC (the “Claims”); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses) which the SCC may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (i) the performance or breach of any provisions of this Agreement by the Cluster Member;
- (ii) the performance or breach of any provisions of this Agreement by the Cluster Member which, directly or indirectly, cause, contribute to or result in the SCC being held liable for its failure in fulfilling its obligations under the EV Charging Contract;
- (iii) the negligence, recklessness, tortious acts or wilful misconduct of the Cluster Member, its employees, agents or sub-contractors in discharging its obligations under this Agreement;
- (iv) any default, unauthorised act or wilful omission of the Cluster Member, its employees, agents or sub-contractor(s) in the discharging its obligations under this Agreement; or
- (v) the non-compliance by the Cluster Member, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority in discharging its obligations under this Agreement.

6.2 In relation to the indemnity in clause 6.1, the Cluster Member’s total liability to the SCC shall not exceed £500,000 in any given financial year.

**7. THE CLUSTER MEMBER'S CONTRIBUTION TO THE EV CHARGING PROJECT**

- 7.1 Special charges shall be payable by the Cluster Member to the SCC in the event that additional support or intervention by the SCC is required, including, but without limitation, to aid in dispute resolution, legal matters, marketing, provision of additional associated services outside of the scope of the Supplier's obligations and incurred at the expense of the SCC. Special charges levied shall be on a time and materials basis where relevant or otherwise on a direct pass through (plus interest where applicable) basis.

**8. NO DOUBLE RECOVERY**

- 8.1 Notwithstanding any other provisions of this Agreement, no party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise.

**9. SEVERABILITY**

- 9.1 If any provision of this Agreement is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

**10. WAIVER**

- 10.1 No failure, delay, forbearance or indulgence by any party to this Agreement to exercise any right, power or remedy available to it under this Agreement or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under this Agreement shall be cumulative and not exclusive of any other rights, power or remedies provided by this Agreement, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

**11. GOVERNING LAW**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of England.
- 11.2 The parties hereby agree to submit to the exclusive jurisdiction of the courts of England in relation to any matters or dispute arising out of or in connection with or in relation to this Agreement.

## **12. ENTIRE AGREEMENT**

- 12.1 This Agreement constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Cluster Member acknowledges that in entering into this Agreement, it has not relied on any statements, warranties or representations given or made by the SCC and/or the Supplier.
- 12.2 All of the provisions of this Agreement shall remain in full force and effect notwithstanding the delivery of the Deliverables and completion of the Services (except insofar as those obligations which have been fully performed).

## **13. RETENTION OF RECORDS**

- 13.1 The Cluster Member shall keep and maintain until six (6) years after the expiry of this Agreement, or such longer period as may be agreed by the parties, full and accurate records of this Agreement including the Services provided under it, all expenditure reimbursed, and all payments made. If requested by the SCC, the Cluster Member shall afford the SCC or its representative access to the records as may be requested by the SCC.

## **14. COSTS**

- 14.1 Each party shall bear their own costs in relation to the negotiation and completion of this Agreement.

## **15. COUNTERPARTS**

- 15.1 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

## **16. INFORMATION REQUESTS**

- 16.1 The Cluster Member and the Supplier acknowledges that the SCC is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIRs”) and the information disclosure obligations under the Subsidy Control Act 2022.
- 16.2 The Cluster Member and the Supplier shall, and shall ensure it shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the SCC to enable the SCC to comply with its obligations under the FOIA, EIRs and Subsidy Control Act 2022;
  - (b) transfer to the SCC all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working Days of receipt;

- (c) provide the SCC with a copy of all information belonging to the SCC requested in the request for information which is in its possession or control in the form that the SCC requires within five (5) working Days (or such other period as the SCC may reasonably specify) of the SCC's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the SCC.

16.3 The Cluster Member and the Supplier acknowledge that the SCC may be required under the FOIA, EIRs or Subsidy Control Act 2022 to disclose information without consulting or obtaining consent from the parties. The SCC shall take reasonable steps to notify the parties of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA where relevant) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the SCC shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA, the EIRs and/or the Subsidy Control Act 2022.

## **17. CONFIDENTIALITY**

- 17.1 The Cluster Member shall not, during the continuance of this Agreement or at any time thereafter, disclose to any person (including without limitation any associates or associated persons, directors, officers, employees or agents of the Cluster Member who are not directly involved in the EV Charging Contract and/or this Agreement, except to the senior management, legal and compliance personnel and auditors of the Cluster Member and then only on a need-to-know basis) any Confidential Information, provided that the restrictions on disclosure contained in this Clause shall not apply:
- (a) to the disclosure of any information to any members of the Cluster Member in circumstances where such disclosure is necessary for the performance of the Cluster Member's duties and obligations under this Agreement;
  - (b) to the disclosure of any information already known to the recipient other than as a result of disclosure by a breach of the confidentiality obligation of the Cluster Member, its associates or associated persons, directors, officers, employees, agents or its sub-contractors including without limitation professional advisers;
  - (c) to the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by a breach of the confidentiality obligation of the Cluster Member, its associates or associated persons, directors, officers, employees, agents, or its sub-contractors including without limitation professional advisers;



- (d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law, regulation, rule of any relevant stock exchange, or order of a court or arbitral authority of competent jurisdiction;
- (e) to the disclosure of any information to the Cluster Member's sub-contractors, professional advisers, directors, officers, employees or agents where such disclosure is necessary for the performance of the Cluster Member's duties and obligations under this Agreement; or
- (f) to the disclosure of any information with the prior written consent of the SCC.

The SCC shall have the right to determine in good faith at any time whether any information is within that described in (b), (c) or (e) above and the Cluster Member shall comply with that determination. For the purpose of (e), if at any time the SCC discloses the information to the Cluster Member, the SCC does not expressly state that the information cannot be distributed to the persons named in (e), the SCC shall be deemed to have consented to the disclosure of that information to those persons but such disclosure shall be strictly limited to the performance of the Cluster Member's duties and obligations under this Agreement.

- 17.2 Any disclosure permitted under Clause 17.1 shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in Clause 17.1 and the Cluster Member shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.
- 17.3 The Cluster Member shall not make use of or reproduce any Confidential Information including any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to this Agreement furnished by or on behalf of the SCC other than in the performance of its obligations under this Agreement or with the prior written consent of the SCC.
- 17.4 The Cluster Member shall not without the prior written consent of the SCC publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical, film, video, or other medium, any Confidential Information (including without limitation the advice provided by it or the duties undertaken by it under this Agreement).
- 17.5 The Cluster Member shall inform every person to whom any Confidential Information including any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to this Agreement is disclosed pursuant to this Clause of the restrictions on reproduction and disclosure attaching to such information and the Cluster Member shall require such a person to notify the same restrictions to any other person to whom it makes any such disclosure.

17.6 Clause 17 shall survive the expiry or termination of this Agreement and shall continue in full force and effect notwithstanding such expiry or termination.

**18. ASSIGNMENT AND SUB-CONTRACTING**

- 18.1 The Cluster Member shall not, without the prior written approval of the SCC, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under this Agreement, in whole or in part.

**19. VARIATIONS**

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made in writing and duly signed by both parties, in consultation with the SCC.

**20. NOTICES**

- 20.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address set out below (or such other address as the addressee has by seven (7) Days' prior written notice specified to the other party):

To the SCC: Endeavour House, Russell Road, Ipswich, Suffolk IP1 2BX  
Attn: Matthew Ling

To the Cluster Member: Parish Council Office, Church Street, Lavenham,  
Suffolk, CO10 9QT  
Attn: The Parish Clerk

To the Supplier: The Tapestry Building, 51-52 Frith Street, London W1D 4SH  
Attn: Peter Howe

- 20.2 Such notices, demands or other communications shall be addressed as provided in Clause 20.1 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, four (4) Days (for local post) and seven (7) Days (for overseas post) after the date of posting;

## **21. SETTLEMENT OF DISPUTES**

21.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) working Days of either party notifying the other of the dispute. Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling any other party to do any act.

21.2 If the dispute cannot be resolved by the parties, the parties agree to enter into mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party or parties to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR notice. The obligations of the parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier shall comply fully with the requirements of this Agreement at all times.

## **22. BENEFIT OF AGREEMENT (THIRD PART RIGHTS)**

22.1 The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.



AS WITNESS WHEREOF, the SCC, the Cluster Member and the Supplier have executed this Agreement as a Deed the day and year first above written.

Executed as a deed by Connected Kerb Limited

acting by \_\_\_\_\_

(Print name of Director)

.....

SIGNATURE OF  
DIRECTOR

in the presence of:

\_\_\_\_\_

(Print name of Witness)

.....

SIGNATURE OF  
WITNESS

\_\_\_\_\_

\_\_\_\_\_  
(Address of Witness)

\_\_\_\_\_

(Occupation of Witness)

Executed as a deed by **Lavenham Parish Council** acting by two members in  
the presence of:

.....

Signature of Witness

Name of Witness (In block capitals):

\_\_\_\_\_

\_\_\_\_\_

Address of Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Signature of Member

.....

Signature of Member

Executed as a deed by **Suffolk  
County Council** affixing its seal in  
the presence of a duly authorised  
officer

Authorised Officer

**Cluster Member Agreement  
Water Street Car Park - Lavenham**

**THIS DEED** is dated

**BETWEEN**

- (1) **Suffolk County Council** of Endeavour House, 8 Russell Road, Ipswich, Suffolk IP1 2BX (the “**SCC**”); and
- (2) **Lavenham Parish Council** of Parish Council Office, Church Street, Lavenham, Suffolk, CO10 9QT (the “**Cluster Member**”); and
- (3) **Connected Kerb Limited**, a limited liability company incorporated and registered in England and Wales (company number 11062616) and having its registered office at C/O James Cowper Kreston, 2 Communications Road Greenham Business Park Newbury Berkshire RG19 6AB (the “**Supplier**”).

**WHEREAS:**

- 1)  
The SCC wishes to appoint a supplier to provide services in the provision of Electric Vehicle Charging Infrastructure and the Supplier agrees to accept such engagement.
- 2) On 17<sup>th</sup> June 2024, SCC and the Supplier entered into the Contract for the Provision of Electric Vehicle Charging at Specified Destinations, under the DPS RM 6213 (“**EV Charging Contract**”) for the provision of the Deliverables described therein being Electric Vehicle Charging Points (“**EVCPs**”) and associated equipment and requisite Electric Vehicle Charging Infrastructure (“**EVCI**”) for the same and the end to end services of the supply, installation, operation, maintenance, renewal, all necessary services required to effect the same and back office services (**the “Services”**) described in the contract..
- 3) Whilst SCC is the contracting party of the EV Charging Contract, it is also contracting for the services and Deliverables to be provided for the benefit of other contracting authorities who are not parties to the EV Charging Contract but who wish to have EVCPs installed and operated at sites owned, leased, controlled or occupied by them within or substantially within the County of Suffolk and who are identified as at the date of the EV Charging Contract, or subsequently agreed by the parties as being entitled to the Deliverables and



Services at their location(s) pursuant to the EV Charging Contract as Cluster Member(s).

- 4) The Cluster Member has received, read and understood the following components of the EV Charging Contract:
  - Core Terms
  - Special Terms
  - Statement of Requirements
  - Definitions
  - Contract Order Form
- 5) The Cluster Member shall have all of the rights granted to the SCC under the EV Charging Contract. Accordingly, where the context requires in order to assure the Cluster Member's rights and benefits under the EV Charging Contract, and unless the SCC otherwise specifies, references to "the SCC" or "the Buyer" in the EV Charging Contract (including those references to a party which are intended to relate to the SCC) shall be deemed to include a reference to the Cluster Member.
- 6) The EV Charging Contract states that the Contracts (Rights of Third Parties) Act 1999 ("CRTPA") shall apply for the benefit of the Cluster Member who shall be entitled to claim for any breach of the EV Charging Contract by the Supplier in so far as any such breach affects the rights, property, or interests of the Cluster Member.
- 7) The Supplier and the Cluster Member have agreed to enter into this Agreement to formalise their commitment and to set out their respective roles and obligations in relation to the joint working arrangement with effect from the date hereof and this Agreement is supplemental to and varies the EV Charging Contract insofar as it is necessary to do so to enable the Cluster Member to use the EV Charging Contract. Save for the variations to the EV Charging Contract (if any) herein all other terms and conditions of the EV Charging Contract remain unchanged and in full force and effect.
- 8) The SCC enters into this Agreement only to approve the changes to the EV Charging Contract insofar as it is necessary and to acknowledge the terms and conditions set out in this Agreement.

**NOW IT IS HEREBY AGREED AS FOLLOWS:**

## 1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

“Agreement”	means this Agreement and the Appendices;
“Associated Services”	<p>means services delivered in addition and complimentary to EV charging devices at a specified destination. This may include, but is not limited to:</p> <ul style="list-style-type: none"><li>• Parking space canopies</li><li>• Solar PV</li><li>• Battery storage</li><li>• Advertising screens with integrated EVCP</li><li>• Vehicle detection sensors</li><li>• CCTV &amp; Lighting</li><li>• Illuminated and reflective signage</li><li>• Real-time availability signs</li><li>• Seating, bicycle racks;</li></ul>
“Cluster Member Location”	means Water Street Car Park, Lavenham, Sudbury, CO10 9RN
“Commencement Date”	means _____ or such other date as may be mutually agreed in writing between the parties;
“Contract Term”	means, subject to early termination or extension in accordance with this agreement, the period from the Commencement Date up to and including 30 <sup>th</sup> September 2040
“Confidential Information”	means information contained in the all the materials and data furnished by or on behalf of the SCC which is received by the parties or comes to the parties’ knowledge in connection with this Agreement including but not limited to the terms and conditions of this Agreement and the EV Charging Contract;

“Day”	means calendar day (including Saturday, Sunday and public holidays in England, unless otherwise stated);
“Deliverables”	means any EVCI and Associated Services and equipment, and the services provided thereby, approved by the Operational Board for delivery by the Supplier in line with the terms of the EV Charging Contract;
“End User Tariff”	means the tariff stated as payable in Order Schedule 5 (Pricing Details) of the EV Charging Contract for use of the EVCPs by the end users as may be adjusted pursuant to the EV Charging Contract.
“EVCI”	means Electric Vehicle Charging Infrastructure and include charge points and all elements of their directly associated civil, mechanical and electrical infrastructure from the network connection through to the connector used by an end user;
“EVCP”	means Electric Vehicle Charge Point. An electrical device designed and used to supply electricity for the purpose of charging electric vehicles;
“Host”	is a person who owns the freehold, or the leasehold title, controls or occupies a location(s) identified in the list of the Mandatory Locations or Optional Locations in the EV Charging Contract (as may be varied from time to time by agreement in writing between the parties), being the SCC or another contracting authority, who requires the Deliverables to be delivered by the Supplier pursuant to the EV Charging Contract at its stated location;

“Law”	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, exercise of regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant party is bound to comply;
“Revenue”	<p>means the revenue payable by the Supplier to the SCC or Cluster Member, in consideration of the grant to it of the concession to provide the Deliverables at the particular location pursuant to the EV Charging Contract and retain the End User Tariff payments charged for use of the EVCPs. The revenue is comprised of:-</p> <ol style="list-style-type: none"> <li>1. The fixed annual concession fee per EVCP charging space, and</li> <li>2. The share of gross margin payable to the SCC or Cluster Member by the Supplier for each kWh supplied to end users, per EVCP charging space</li> </ol> <p>as is stated in the Order Schedule 5 of the EV Charging Contract as completed by the Supplier and updated from time to time pursuant to the EV Charging Contract;</p>
“Month”	means calendar month;
“Service Failure Payments”	any service failure payments specified in Order Schedule 14 of the EV Charging Contract, payable by the Supplier to the SCC or the Cluster Member in respect of any failure by the Supplier to meet one or more Service Levels; and
“Service Levels”	means the level of performance of the Supplier under the EV Charging Contract to be attained and assessed in accordance with Order Schedule 14 of the EV Charging Contract.

- 1.2 Words importing the singular only shall include the plural and vice versa where the context requires.
- 1.3 Each gender includes the others where the context requires.
- 1.4 Unless the context requires otherwise, a reference to a person includes an individual, corporation, firm or any body of persons, corporate or unincorporated and includes any public body.
- 1.5 The Appendices hereto shall be incorporated and form an integral part of this Agreement. In the event of any conflict between the main body of this Agreement and the Appendices, the main body of this Agreement shall prevail.
- 1.6 References to Clauses and Appendices are references to clauses and appendices of and to this Agreement. Clause and Appendix headings of this Agreement are inserted for convenience of reference only and shall not in any way vary, limit or extend the interpretation of this Agreement.

## **2. COMMENCEMENT AND KEY OBJECTIVES**

- 2.1 The Cluster Member engages the Supplier and the Supplier agrees to provide the Deliverables and perform the Services as detailed in the EV Charging Contract in accordance with the terms and conditions of this Agreement.
- 2.2 The Cluster Member and the Supplier agree that the terms and conditions of the EV Charging Contract shall apply to the provision of Deliverables and Services by the Supplier at the Cluster Member Location.
- 2.3 The Supplier shall commence the provision of Deliverables and performance of the Services on the Commencement Date and shall continue subject to the terms of this Agreement until the end of the Contract Term. The Cluster Member may by written notice to the Supplier 6 months preceding the end of the current Contract Term extend the Contract Term by one (1) single period of **60** Months at its discretion provided that no such extended period shall continue beyond the term of the EV Charging Contract. For the avoidance of doubt, the Cluster Member shall not be entitled to place any orders under the EV Charging Contract following the end of the then current Contract Term.
- 2.4 The Supplier shall not be regarded as having completed the Services until all the tasks set out herein and such other tasks as may be required by the Cluster Member to be completed under this Agreement shall have been completed to the satisfaction of the SCC and the Cluster Member, including without limitation the submission of all the Deliverables required hereunder.



- 2.5 The expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either party nor shall it affect the coming into force or the continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such expiry or termination. Without prejudice to the generality of the foregoing, the Cluster Member acknowledges that it is possible that there could be a dispute involving the Cluster Member under the EV Charging Contract or this Agreement following the end of the Contract Term.
- 2.6 This Agreement commences on the Commencement Date and shall expire the 30<sup>th</sup> September 2040 unless terminated earlier or extended in accordance with the terms of this Agreement.
- 2.7 This Agreement will terminate upon the termination or expiration of the EV Charging Contract.

### **3. LIABILITIES UNDER THE EV CHARGING CONTRACT**

- 3.1 The Cluster Member acknowledges that SCC is contractually liable to the Supplier under the EV Charging Contract.
- 3.2 While the Cluster Member is entitled to the benefits under the EV Charging Contract in respect of Cluster Member Location of which it is the Host, the Cluster Member hereby also acknowledges and agrees that it shall be liable to the Supplier for its acts or omissions relating to the Cluster Member Location and for carrying them out in accordance with the EV Charging Contract.

### **4. ROLES AND RESPONSIBILITIES**

- 4.1 The parties to the EV Charging Contract may, in accordance with provisions therein, vary, terminate or rescind the EV Charging Contract or any part of it, without the consent of the Cluster Member, save where it relates specifically to the Cluster Member Location of which the Cluster Member is a Host in respect of the rights granted to it regarding the Cluster Member Location.
- 4.2 The Cluster Member and the Supplier hereby unequivocally acknowledge and agree that the enforcement rights granted to the Cluster Member under the EV Charging Contract are subject to the following provisions:
- (a) the SCC may enforce any provision of the EV Charging Contract on behalf of the Cluster Member;
  - (b) any claim from the Cluster Member under the CRTPA to enforce the EV Charging Contract shall be brought by the SCC if reasonably practicable for the SCC and Cluster Member to do so; and

- (c) the Supplier's limits and exclusions of liability in the EV Charging Contract shall apply equally to any claim to enforce the EV Charging Contract made by the SCC on behalf of the Cluster Member and to any claim to enforce the EV Charging Contract made by the Cluster Member acting on its own behalf.

4.3 Notwithstanding that the Cluster Member shall receive the same Deliverables and Services from the Supplier, the following adjustments will apply in relation to how the EV Charging Contract will operate in relation to the SCC and the Cluster Member:

- (a) Deliverables and Services will be provided by the Supplier to the Cluster Member and the SCC separately;
- (b) the Supplier's obligation with regard to reporting will be owed to the Cluster Member and SCC separately;
- (c) the SCC and the Cluster Member shall be entitled to separate invoices in respect of the provision of Deliverables;
- (d) the separate invoices will correlate to the Deliverables provided to the SCC and the Cluster Member;
- (e) the Revenue to be paid to the Host of a location for the concession to provide the Deliverables and shall be calculated on a per Cluster Member/ SCC basis and the Supplier shall pay the Cluster Member/ SCC their respective Revenue direct;
- (f) the Service Levels and the corresponding Service Failure Payments will be calculated in respect of the Cluster Member and the SCC, and they will be reported and added to the Revenue due to the Cluster Member and SCC; and
- (g) Propose any such further adjustments as the SCC and the Cluster Member concerned may notify the Supplier from time to time for discussion between the parties.

## **5. OBLIGATIONS OF THE CLUSTER MEMBER**

5.1 The Cluster Member who has the freehold title or leasehold title (as the case may be) to the Cluster Member Location shall provide in a timely manner all assistance and the information on title that is necessary and/or reasonably required by the Supplier to enable the Supplier to fulfill its obligations in the provision of Deliverables and performance of the Services at the Cluster Member Location.

5.2 The Cluster Member warrants and undertakes that it shall, timely and diligently, give and/or procure to give this information to SCC:

- (a) in relation the Cluster Member Location, instructions, agreements and approvals as required under the EV Charging Contract, in order that this can be given by the SCC to the Supplier;
- (b) indication of agreement on the Commencement Date for the provision of Deliverables and performance of the Services by the Supplier at the Cluster Member Location;
- (c) instructions and approvals of design plans, Cluster Member's building insurers' approval to the Supplier's installation of EVChs at the Cluster Member Location, implementation programme, as well as the number, type and location of EVChs and associated equipment and EVChs;
- (d) provision of all information required by Law or an order of the courts of England to be given in relation to provision of the Deliverables and performance of the Services at the Cluster Member Location and all other information which the SCC has to provide to the Supplier under the EV Charging Contract;
- (e) any information necessary for the Supplier's proper and effective performance of the Services and any instructions in relation to remedies required or other remedial steps required to be taken, for instance, at the termination of this Agreement; and
- (f) any other information or documents that is reasonably required by the Supplier to discharge its duties and obligations under the EV Charging Contract and/or this Agreement.

5.3 The Cluster Member further warrants and undertakes that all information supplied, and statements and representations made by or on behalf of the Cluster Member in relation to the EV Charging Contract are true and accurate at the time to the best of the Cluster Member's information, knowledge and belief, such information, statements and representations were made to the SCC and/or the Supplier and during the term of this Agreement;

5.4 The Cluster Member shall attend meetings with, and conduct briefings and presentations to, the Operational Board and other organizations, agencies, committees or parties as may be directed by the SCC where the meetings are concerned with the Cluster Member Location, and respond to any questions or requests made by attendants of any of the aforesaid meetings.

5.5 The Cluster Member shall check and verify the accuracy of the invoices supplied by the Supplier (drawn up on behalf of the Cluster Member) in respect to the

Revenue and Service Failure Payments due to the Cluster Member in relation to the Cluster Member Location of which it is the Host.

5.6 The Cluster Member shall check and verify the information, reports and all other data sent to it by the Supplier and/or the SCC in relation to its performance of the Supplier at the Cluster Member Location.

## **6. INDEMNITY**

6.1 The Cluster Member shall indemnify and keep indemnified the SCC against:

- (a) any and all claims (whether or not successful, compromised, settled, withdrawn or discontinued, in whole or in part), actions, investigations, demands, proceedings or judgments, joint or several, threatened, brought or established against the SCC (the “Claims”); and
- (b) any and all liabilities, losses, damages, costs, charges or expenses (including all legal fees and other awards, costs, payments, charges and expenses) which the SCC may pay or incur as a result of or in relation to any Claims,

which in any case arise directly or indirectly in connection with, out of or in relation to:

- (i) the performance or breach of any provisions of this Agreement by the Cluster Member;
- (ii) the performance or breach of any provisions of this Agreement by the Cluster Member which, directly or indirectly, cause, contribute to or result in the SCC being held liable for its failure in fulfilling its obligations under the EV Charging Contract;
- (iii) the negligence, recklessness, tortious acts or wilful misconduct of the Cluster Member, its employees, agents or sub-contractors in discharging its obligations under this Agreement;
- (iv) any default, unauthorised act or wilful omission of the Cluster Member, its employees, agents or sub-contractor(s) in the discharging its obligations under this Agreement; or
- (v) the non-compliance by the Cluster Member, its employees, agents or sub-contractor(s) with any applicable law, or regulation, order or requirement of any government agency or authority in discharging its obligations under this Agreement.

6.2 In relation to the indemnity in clause 6.1, the Cluster Member’s total liability to the SCC shall not exceed £500,000 in any given financial year.

**7. THE CLUSTER MEMBER'S CONTRIBUTION TO THE EV CHARGING PROJECT**

- 7.1 Special charges shall be payable by the Cluster Member to the SCC in the event that additional support or intervention by the SCC is required, including, but without limitation, to aid in dispute resolution, legal matters, marketing, provision of additional associated services outside of the scope of the Supplier's obligations and incurred at the expense of the SCC. Special charges levied shall be on a time and materials basis where relevant or otherwise on a direct pass through (plus interest where applicable) basis.

**8. NO DOUBLE RECOVERY**

- 8.1 Notwithstanding any other provisions of this Agreement, no party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred to the extent that it has already been compensated in respect of that loss pursuant to this Agreement or otherwise.

**9. SEVERABILITY**

- 9.1 If any provision of this Agreement is found by any authority or court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions of this Agreement, all of which shall remain in full force and effect.

**10. WAIVER**

- 10.1 No failure, delay, forbearance or indulgence by any party to this Agreement to exercise any right, power or remedy available to it under this Agreement or at law or in equity shall operate as a waiver thereof; nor shall any single or partial exercise of the same preclude any other or further exercise thereof or the exercise of any other right, power or remedy. A right or a remedy of each party under this Agreement shall be cumulative and not exclusive of any other rights, power or remedies provided by this Agreement, at law or in equity. Without limiting the foregoing, no waiver by any party of any breach by the other party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.

**11. GOVERNING LAW**

- 11.1 This Agreement shall be governed by and construed in accordance with the laws of England.
- 11.2 The parties hereby agree to submit to the exclusive jurisdiction of the courts of England in relation to any matters or dispute arising out of or in connection with or in relation to this Agreement.



## **12. ENTIRE AGREEMENT**

- 12.1 This Agreement constitutes the whole agreement between the parties thereto and supersedes any previous agreements or arrangements between them relating to the subject matter hereof. The Cluster Member acknowledges that in entering into this Agreement, it has not relied on any statements, warranties or representations given or made by the SCC and/or the Supplier.
- 12.2 All of the provisions of this Agreement shall remain in full force and effect notwithstanding the delivery of the Deliverables and completion of the Services (except insofar as those obligations which have been fully performed).

## **13. RETENTION OF RECORDS**

- 13.1 The Cluster Member shall keep and maintain until six (6) years after the expiry of this Agreement, or such longer period as may be agreed by the parties, full and accurate records of this Agreement including the Services provided under it, all expenditure reimbursed, and all payments made. If requested by the SCC, the Cluster Member shall afford the SCC or its representative access to the records as may be requested by the SCC.

## **14. COSTS**

- 14.1 Each party shall bear their own costs in relation to the negotiation and completion of this Agreement.

## **15. COUNTERPARTS**

- 15.1 This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

## **16. INFORMATION REQUESTS**

- 16.1 The Cluster Member and the Supplier acknowledges that the SCC is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIRs”) and the information disclosure obligations under the Subsidy Control Act 2022.
- 16.2 The Cluster Member and the Supplier shall, and shall ensure it shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the SCC to enable the SCC to comply with its obligations under the FOIA, EIRs and Subsidy Control Act 2022;
  - (b) transfer to the SCC all requests for information relating to this Agreement that it receives as soon as practicable and in any event within two (2) working Days of receipt;

- (c) provide the SCC with a copy of all information belonging to the SCC requested in the request for information which is in its possession or control in the form that the SCC requires within five (5) working Days (or such other period as the SCC may reasonably specify) of the SCC's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the SCC.

16.3 The Cluster Member and the Supplier acknowledge that the SCC may be required under the FOIA, EIRs or Subsidy Control Act 2022 to disclose information without consulting or obtaining consent from the parties. The SCC shall take reasonable steps to notify the parties of a request for information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA where relevant) to the extent that it is permissible and reasonably practicable for it to do so but (notwithstanding any other provision in this agreement) the SCC shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA, the EIRs and/or the Subsidy Control Act 2022.

## **17. CONFIDENTIALITY**

- 17.1 The Cluster Member shall not, during the continuance of this Agreement or at any time thereafter, disclose to any person (including without limitation any associates or associated persons, directors, officers, employees or agents of the Cluster Member who are not directly involved in the EV Charging Contract and/or this Agreement, except to the senior management, legal and compliance personnel and auditors of the Cluster Member and then only on a need-to-know basis) any Confidential Information, provided that the restrictions on disclosure contained in this Clause shall not apply:
- (a) to the disclosure of any information to any members of the Cluster Member in circumstances where such disclosure is necessary for the performance of the Cluster Member's duties and obligations under this Agreement;
  - (b) to the disclosure of any information already known to the recipient other than as a result of disclosure by a breach of the confidentiality obligation of the Cluster Member, its associates or associated persons, directors, officers, employees, agents or its sub-contractors including without limitation professional advisers;
  - (c) to the disclosure of any information which is or becomes public knowledge other than as a result of disclosure by a breach of the confidentiality obligation of the Cluster Member, its associates or associated persons, directors, officers, employees, agents, or its sub-contractors including without limitation professional advisers;

- (d) to the disclosure of any information in circumstances where such disclosure is required pursuant to any law, regulation, rule of any relevant stock exchange, or order of a court or arbitral authority of competent jurisdiction;
- (e) to the disclosure of any information to the Cluster Member's sub-contractors, professional advisers, directors, officers, employees or agents where such disclosure is necessary for the performance of the Cluster Member's duties and obligations under this Agreement; or
- (f) to the disclosure of any information with the prior written consent of the SCC.

The SCC shall have the right to determine in good faith at any time whether any information is within that described in (b), (c) or (e) above and the Cluster Member shall comply with that determination. For the purpose of (e), if at any time the SCC discloses the information to the Cluster Member, the SCC does not expressly state that the information cannot be distributed to the persons named in (e), the SCC shall be deemed to have consented to the disclosure of that information to those persons but such disclosure shall be strictly limited to the performance of the Cluster Member's duties and obligations under this Agreement.

- 17.2 Any disclosure permitted under Clause 17.1 shall be in strict confidence and shall extend only so far as may be necessary for the purpose specified in Clause 17.1 and the Cluster Member shall ensure the confidentiality of any such disclosure by taking all appropriate action to restrain or restrict any further disclosure.
- 17.3 The Cluster Member shall not make use of or reproduce any Confidential Information including any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to this Agreement furnished by or on behalf of the SCC other than in the performance of its obligations under this Agreement or with the prior written consent of the SCC.
- 17.4 The Cluster Member shall not without the prior written consent of the SCC publish, either alone or in conjunction with any other person, in any newspaper, magazine, periodical, film, video, or other medium, any Confidential Information (including without limitation the advice provided by it or the duties undertaken by it under this Agreement).
- 17.5 The Cluster Member shall inform every person to whom any Confidential Information including any information, report, chart, document, plan, software, data or other particulars or information whatsoever relating to this Agreement is disclosed pursuant to this Clause of the restrictions on reproduction and disclosure attaching to such information and the Cluster Member shall require such a person to notify the same restrictions to any other person to whom it makes any such disclosure.

17.6 Clause 17 shall survive the expiry or termination of this Agreement and shall continue in full force and effect notwithstanding such expiry or termination.

**18. ASSIGNMENT AND SUB-CONTRACTING**

- 18.1 The Cluster Member shall not, without the prior written approval of the SCC, assign, transfer, sub-contract or otherwise dispose of any of its interests, rights, benefits or obligations under this Agreement, in whole or in part.

**19. VARIATIONS**

Subject to the provisions of this Agreement, no waiver, cancellation, alteration or amendment of or to the provisions of this Agreement shall be valid unless made in writing and duly signed by both parties, in consultation with the SCC.

**20. NOTICES**

- 20.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address set out below (or such other address as the addressee has by seven (7) Days' prior written notice specified to the other party):

To the SCC: Endeavour House, Russell Road, Ipswich, Suffolk IP1 2BX  
Attn: Matthew Ling

To the Cluster Member: Parish Council Office, Church Street, Lavenham,  
Suffolk, CO10 9QT  
Attn: The Parish Clerk

To the Supplier: The Tapestry Building, 51-52 Frith Street, London W1D 4SH  
Attn: Peter Howe

- 20.2 Such notices, demands or other communications shall be addressed as provided in Clause 20.1 and, if so addressed, shall be deemed to have been duly given or made as follows:

- (a) if sent by personal delivery, upon delivery at the address of the relevant party;
- (b) if sent by post, four (4) Days (for local post) and seven (7) Days (for overseas post) after the date of posting;



## **21. SETTLEMENT OF DISPUTES**

21.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) working Days of either party notifying the other of the dispute. Nothing in this dispute resolution procedure shall prevent the parties from seeking from any court of competent jurisdiction an interim order restraining the other party from doing any act or compelling any other party to do any act.

21.2 If the dispute cannot be resolved by the parties, the parties agree to enter into mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. The mediator will be nominated by CEDR. To initiate the mediation a party must give notice in writing (**ADR notice**) to the other party or parties to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 working days after the date of the ADR notice. The obligations of the parties under this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier shall comply fully with the requirements of this Agreement at all times.

## **22. BENEFIT OF AGREEMENT (THIRD PART RIGHTS)**

22.1 The parties hereby declare that nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

AS WITNESS WHEREOF, the SCC, the Cluster Member and the Supplier have executed this Agreement as a Deed the day and year first above written.

Executed as a deed by Connected Kerb Limited

acting by \_\_\_\_\_

(Print name of Director)

.....

SIGNATURE OF

DIRECTOR

in the presence of:

\_\_\_\_\_

(Print name of Witness)

.....

SIGNATURE OF

WITNESS

\_\_\_\_\_

\_\_\_\_\_

(Address of Witness)

\_\_\_\_\_

(Occupation of Witness)

Executed as a deed by **Lavenham Parish Council** acting by two members in  
the presence of:

.....

Signature of Witness

Name of Witness (In block capitals):

\_\_\_\_\_

\_\_\_\_\_

Address of Witness

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

.....

Signature of Member

.....

Signature of Member

Executed as a deed by **Suffolk  
County Council** affixing its seal in  
the presence of a duly authorised  
officer

Authorised Officer

**CHANGES TO 'REGIONAL' AND LOCAL GOVERNMENT IN SUFFOLK AND NORFOLK**

**Why are there no elections on 1 May 2025?**

Four years ago, Lavenham elected Robert Lindsay as our County Councillor, and councillors normally serve a four-year term. Why are we not getting the chance either to re-elect Robert, or to replace him with somebody else?

The reason is that central government has decided to extend every county councillor's term of office, because it wants:

- To create a new, directly elected 'regional' Mayor of Norfolk & Suffolk
- To create a new organisation, called a Combined County Authority, which the new Mayor will lead
- To reorganise local government in Suffolk by replacing our County Council, Ipswich Borough Council and our four district councils, with one, two or three 'unitary authorities'
- To do something very similar in Norfolk

Currently, we have 'two tier' local government. Suffolk County Council is 'upper tier' and provides some local government services to us. While Babergh District Council is 'lower tier' and provides other services.

Parish and town councils also do things for their local communities – but central government doesn't want to change this. So, these councils, including Lavenham Parish Council, will not be reorganised.

Unitary authorities mean 'two tier' local government will end. Unitaries will provide all 'upper tier' and 'lower tier' services to their communities. The size of these communities will be larger than those served by 'lower tier' councils, although they will be no bigger and quite possibly smaller than a whole county.

**But why does this all mean the County Council elections have been postponed?**

Central government's answer is that time is needed to decide what local government should look like after it is reorganised. Then more time is needed to make the changes, from what local government looks like now, to what it should look like after reorganisation.

Central government's current timetable for making these changes is:

- May 2026 – election for Mayor of Norfolk & Suffolk
- May 2027 – elections for parish and town councils (as normal)
- May 2027 – elections of 'shadow councillors' for the new unitary authorities
- May 2028 – All current councils will dissolve, and unitaries will take over

This means the size and shape of new unitary authorities needs to be known long enough before May 2027 for elections to be organised of 'shadow councillors', who will become normal councillors in May 2028.

The timetable also implies that members of current councils who would expect their terms of office to end in May 2027 would probably have these terms extended by one year until their council dissolves in May 2028. So, that's another year for our two Babergh District Councillors, Margaret Maybury and Paul Clover.

It seems very likely as well that Robert Lindsay and his fellow county councillors will have their terms of office extended again, this time for two years, until their council dissolves in May 2028.



### What will reorganised local government in Suffolk look like?

Central government wants us to change from 'two tier' local government to unitary authorities. It invited all Suffolk and Norfolk 'upper tier' and 'lower tier' councils, in early February 2025, to give it their views about what local government should look like after this change. It asked for Interim Plans by late March 2025, and final proposals by late September 2025.

Suffolk County Council's Interim Plan proposes a single unitary authority, which would provide services to communities totalling 776,000 people. It argues that one organisation would:

- Make things simpler and easier to understand, with clearer democratic accountability
- Make best use of public money – better than both the current arrangements, and having more than one unitary authority
- Provide better co-ordination of services and more efficient decision-making
- Offer stronger leadership, with both enhanced community engagement, and a clear strategic voice for Suffolk

In terms of democratic representation, the Interim Plan says:

*'Suffolk currently has 308 elected councillors, excluding town and parish councillors, representing over 200 wards and divisions of varying geographic sizes. ...*

*Until further work is done, we suggest a range of 90 to 140 councillors. This would be just under the mid-point between the current district and county electoral averages in Suffolk and would be broadly consistent with other new unitaries of a comparable size.'*

Suffolk's 'lower tier' councils' Joint Interim Plan opposes a single unitary authority, in favour of either two or three unitaries. It argues that:

- Suffolk is too large, too dispersed geographically with generally poor transport links, and too varied economically, to be effectively served by one local government organisation
- Reorganisation is a unique opportunity to reshape local government to better support Suffolk's diverse communities and economies – better services, delivered in a local, responsive and manageable way
- Two or three unitary authority models would lead to organisations that support populations above or close to the average population of current unitaries, but that operate over recognisable and meaningful geographies

The Joint Interim Plan says its analysis shows that: *'there is no correlation between the size of a unitary and its performance or financial viability. What matters is the quality, capacity and local focus of leadership and how services are delivered.'*

The Joint Interim Plan outlines a model for three unitaries:

- *'Ipswich'* (260,000 people) – Ipswich borough plus parts of surrounding districts
- *'West'* (255,000) – West Suffolk district and much of Babergh district
- *'East'* (261,000) – Remainder of East Suffolk and Mid Suffolk districts

*'Ipswich'* above is the town's *'Functional Economic Area'* (FEA), which goes well beyond the current borough boundary (that was set in 1836).

The Plan also outlines a model for two unitaries:

- *'East'* (386,000) – East Suffolk district, and Ipswich borough plus parts of other surrounding districts
- *'West'* (390,000) – West Suffolk district, and most of Babergh and Mid Suffolk districts

The two unitaries model is mostly based on current 'lower tier' council boundaries. Although, to reflect properly Ipswich's FEA, the model would require some boundary changes to the north and west of the current borough boundary.

## LAVENHAM PARISH COUNCIL:

In terms of democratic representation, the Joint Interim Plan says:

*'There are currently 2,520 people per councillor in Suffolk (average councillor number per population across districts/borough and county). We have modelled 56-58 councillors per unitary for a three unitary model and 84-86 councillors for a two unitary model.'*

*'This ... is the strongest democratic representation of any model of reorganisation which Suffolk could adopt, and is in line with the average for current unitary councils.'*

Babergh District Council and Suffolk County Council are supposed to be engaging with residents, businesses and partners about their (already published) Interim Plans for the size and shape of new unitary authorities. They are required to submit final proposals to central government by 26 September 2025.

One of our county/district councillors has advised that 'engagement' is more about these councils telling people what they are planning to do, rather than asking people questions to shape it. And after final proposals have been submitted, it will be central government that then does a consultation.

### How does Norfolk compare with us in this matter?

Norfolk County Council's Interim Plan favours a single unitary authority, although it does not rule out two unitaries, while Norfolk's 'lower tier' councils appear to prefer three unitaries. And one Broadland district councillor has proposed a five unitaries model, made up of:

- Two fully in Norfolk County – 'North & West Norfolk' and 'Greater Norwich'
- Two fully in Suffolk County – 'West Suffolk' and 'Greater Ipswich'
- One crossing the Norfolk/Suffolk County boundary – 'South-East Norfolk & Waveney' (which includes Great Yarmouth and Lowestoft)

While the Broadland councillor's five unitaries model above is very radical and is not supported by Norfolk's 'lower tier' councils, it is based on the idea that large towns and cities have Functional Economic Areas (FEAs) and Travel to Work Areas (TTWAs), the boundaries of which often make more sense to local people than traditional local government boundaries. (Although the five unitaries model is not exactly either the FEAs or the TTWAs.)

The four largest FEAs in Norfolk & Suffolk are:

1. Norwich – 418,000 people
2. Ipswich – 260,000
3. Great Yarmouth – 100,000
4. Lowestoft – 74,000

The next two largest towns in Norfolk & Suffolk are King's Lynn (48,000 people) and Bury St Edmunds (41,000). The Broadland councillor's five unitaries model is based on:

- Norwich
- Ipswich
- Great Yarmouth & Lowestoft (together)
- King's Lynn
- Bury St Edmunds

It is interesting that the Broadland councillor's model has some similarities with three unitaries model, described in the Suffolk 'lower tier' councils' Joint Interim Plan:

- One of the Suffolk three unitaries is Ipswich's FEA
- Another of the Suffolk three unitaries, 'West', appears to have some similarities with the Bury St Edmunds TTWA
- Last of the Suffolk three unitaries, 'East', appears to have some similarities with the Lowestoft TTWA

## LAVENHAM PARISH COUNCIL:

### How is the Parish Council affected by re-organised local government?

We currently deal with a 32-councillor 'lower tier' council (delivering some local government services to 92,000 people) and a 75-councillor 'upper tier' council (delivering other local government services to 776,000 people), both based in Ipswich. Our county councillor (Robert Lindsay) represents Cosford electoral division (8,500 people). Our district councillors (Margaret Maybury and Paul Clover) represent Lavenham electoral ward (5,200 people – 2,600 per councillor).

In future, we could be dealing with one of three options:

- a) Suffolk Unitary Authority, delivering all local government services to 776,000 people, and based in Ipswich (90 to 140 councillors) – 8,600 to 5,500 people per councillor
- b) West Suffolk Unitary Authority, delivering all local government services to 390,000 people and probably based in Bury St Edmunds (84 to 86 councillors) – 4,600 to 4,500 people per councillor
- c) (a smaller) West Suffolk Unitary Authority, delivering all local government services to 255,000 people and probably based in Bury St Edmunds (56 to 58 councillors) – 4,600 to 4,400 people per councillor

We could also occasionally have dealings with the Norfolk & Suffolk Mayoral Combined Counties Authority (MCCA), possibly based in Norwich. We recently secured special funding to extend our weekday daytime 753 bus route service, to include weekday evenings and Sundays.

MCCA will be our Transport Authority, and it might be a source of funding for future local transport schemes (although the relevant unitary authority will become our Highways Authority, when Suffolk County Council is dissolved). In addition, MCCA might be a source of special funding for schemes relating, for example, to local economic growth and adult skills improvement.

The relevant unitary will become our Local Planning Authority (LPA), when Babergh Council is dissolved, and it will deal with the approval or refusal of planning permission applications. The unitary will take over Babergh's responsibilities for household waste collection, homelessness and social housing management as well.

But we could be affected by MCCA's strategic planning and development powers. It will:

- Lead the formulation of a Norfolk & Suffolk 'Spatial Development Strategy', that will create a 'regional' framework into which every Norfolk & Suffolk LPA must fit its plans
- Have powers to raise a Mayoral CIL (Community Infrastructure Levy), and to establish Mayoral Development Corporations for enabling the delivery of projects
- Control funding to support housing delivery

So, Lavenham parish councillors and local electors might like to consider:

- Which of the three unitary authority options would we most prefer, and least prefer, to be dealing with?
- Are there particular aspects of the options that we particularly want to see included and/or excluded?
- How do we deal with the various threats and opportunities created by new unitary authorities?
- How do we deal with various threats and opportunities created by the new Norfolk & Suffolk MCCA?

As mentioned earlier, parish and town councils will not be reorganised as part of these changes. The Parish Council, along with other parish and town councils, was not invited by central government earlier this year to give it our views on the matter. But we might want to express them anyway and, in case we do, the next step should be to ask our 'upper tier' and 'lower tier' councils whether they intend or not to engage or consult with us about their plans for unitary authorities in Suffolk.

**Motion: The Parish Clerk is instructed to ask the leaderships of Suffolk County and Babergh District councils if (and, if so, when) they intend to engage or consult with Lavenham Parish Council, before they complete their Local Government Re-organisation Final Plans for submission to central government.**

Councillor Mawford and Parish Clerk Andrew Smith