

LAVENHAM PARISH COUNCIL

To: Members of Lavenham Parish Council

You are duly summoned to attend the Meeting of Lavenham Parish Council to be held at 7pm on Thursday 5th June 2025 at Lavenham Village Hall, Church Street, Lavenham.

Public Attendance

Members of the public and press are welcome to attend. At item 6 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. Apologies and approval of absences**
- 2. Declarations of Interest**
- 3. To consider requests for dispensations**
- 4. To approve as accurate minutes of the Council Meeting held on May 1st 2025**
- 5. To register no objections by the Parish Council concerning the accuracy of the minutes of the Parish Meeting held on May 15th 2025**
- 6. Public participation session (10 minutes)**
- 7. Chair's Announcements**
- 8. Local Authority Councillors' Reports**
- 9. Planning**
 - 9a Planning Register: Report**
 - 9b Planning Group: To receive reports and recommendations**
- 10. Clerk/RFO report**
 - 10.a Motion to approve Accounts for month ending 30th April 2025**
 - 10.b Motion to approve Receipts and Payments for month ending 30th April 2025**
 - 10.c Report concerning use of RFO powers to procure services necessary for the proper functioning of the Council.**

10.d. Motions to approve the Annual Governance and Accountability Returns and Internal Auditors Reports

11. Lavenham Neighbourhood Plan 3:

11.a Report from the Chair of the Working Group including update concerning the draft Questionnaire

11.b. Motions concerning Interim Budget and to suspend Financial Regulations to then approve the appointment of professional advisors

12. Motion to sign EV Lease Agreement

13. Motion to terminate participation in Suffolk Community Self-Help Scheme

14. Report concerning Local Government Reorganisation Survey organised by Babergh District Council

15. Motion to appoint Councillors to the Lavenham Guildhall Committee

16. Date of next meeting – Thursday 3rd July 2025



Andrew Smith
Clerk to the Council
Parish Office
Church St
Lavenham

Date: 30th May 2025

ANNUAL PARISH COUNCIL MEETING

Held on Thursday 1st May 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, May 2025 Meeting Pack.

Present:

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

Opening Statement by the Chair:

The Chair began by welcoming everyone and introduced herself explaining to all present that she was chairing the start of the meeting with the election of a new Chair, as always, the first item on the Agenda at this Annual Meeting of the Parish Council.

She explained 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 approach 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. Election of Chair

Cllr Mawford nominated and Cllr Lamont seconded Cllr Muckian.
Cllr Bourne nominated and Cllr Domoney seconded Cllr Ranzetta.

Cllr Muckian told Councillors that the voting would take place in the order in which nominations were received.

Decision: Election of Cllr Muckian as Chair: Carried. Councillors Falconer, Morrey, Mitchell, Mawford, Lamont and Muckian voted for Cllr Muckian to be Chair. Cllr Ranzetta abstained. Cllrs Sherman, Bourne, Robinson and Domoney voted against.

2. Election of Vice-Chair

Cllr Muckian nominated and Cllr Mitchell seconded Cllr Morrey. All Councillors voted in favour except for Cllrs Domoney and Sherman who abstained.

3. Apologies and approval of Absences

The Clerk reported that all Councillors were present.

4. Declarations of Interest

The Clerk reported that Cllr Muckian had explained to him that she has moved from the High St to Bears Lane and so needs to update her Register of Interests and Dispensation.

The Clerk reported that Cllrs Domoney and Robinson had declared interests in respect of the Allotments item. He explained that the Allotments item relates to Cllr Robinson's Disclosable Pecuniary Interest and so he will leave the room for that item and that he granted Cllr Domoney a dispensation to speak but not to vote.

The Clerk asked whether Councillors had any other interests or updates to their interests which they wished to declare. No Councillor declared an interest in anything on the agenda.

5. Requests for Dispensations

The Clerk reported that he had received requests for dispensations.

The Clerk reported that he had agreed to renew the dispensations held by Councillors Cllrs Morrey, Lamont, Ranzetta, Falconer, Mawford, Robinson, Sherman and Mitchell and to renew the dispensation held by Cllr Muckian amended to reflect her recent change of address.

Cllrs Morrey, Lamont, Falconer and Ranzetta: to speak and vote on matters concerning Water St as long as they do not relate specifically to their disclosable pecuniary interests. Cllrs Mawford and Mitchell: to speak and vote on matters concerning Water St as long as the matter for decision cannot be viewed from their disclosable pecuniary interests. Cllr Robinson and Sherman to speak and vote on matters concerning Brent Eleigh Road and Spring St respectively as long as they do not relate specifically to their disclosable pecuniary interests.

Cllr Muckian to remain in the Chair to conduct the meeting, participate in discussion and vote to exercise a casting vote where general matters concerning Bears Lane are the subject of discussion. Where matters to be discussed relate directly to her disclosable pecuniary interest or could be perceived as having a specific beneficial or negative impact on her disclosable pecuniary interest she will hand over to the Vice Chair (or another Councillor) and leave the room.

The Clerk had granted a new dispensation to Cllr Domoney to speak on all matters concerning Allotments in Lavenham, this dispensation does not permit voting on any matters where a Lavenham Allotments Association is an interested party.

6a. To approve as accurate minutes of the 27th March 2025 meeting of the Council

Proposed: Cllr Sherman **Seconded:** Cllr Falconer. **Decision:** Approved unanimously. Cllrs Robinson and Domoney abstained. Cllr Robinson had not been at the meeting.

6b. To approve as accurate minutes of the 3rd April 2025 meeting of the Council

Proposed: Cllr Lamont **Seconded:** Cllr Mawford

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

7. Chairman's Announcements

The Chair thanked Councillors for electing her as Chair.

8. 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 session is for ten minutes and that it is at the discretion of the Chair whether further time is allowed or the session shortened.

A Member of the Public deplored what he described as a vicious campaign of bullying and uncalled for criticism of the Parish Council and some Councillors. He said that he considered that Parish Councillors and District Councillor Maybury had been abused on social media describing the posts about Cllr Maybury as absolutely shameful. He said that these attacks have been made by Cllr Robinson keenly supported by someone who controls a local Facebook page. He described this campaign as an attempt to put pressure on Councillors to stand aside in order to further Cllr Robinson's Planning Application. He said that Cllr Robinson had subjected a local business owner to online abuse which has been reported to the Police and that Cllr Robinson had submitted negative reviews of another local business which he had never been a customer of. He called on Cllr Robinson to resign saying that such behaviour was intolerable and that Parish Councillors should serve their community and not their own ends. He asked the Chair to give Cllr Robinson permission to respond.

The Chair offered Cllr Robinson the opportunity to respond saying that the meeting could, alternatively, move immediately to the next item. Cllr Robinson agreed to respond in writing to the Member of the Public. Cllr Mitchell said that either the Council or the individual Councillor needed to respond. The Chair explained that the Standing Orders prohibit a debate developing from a question in Public Participation time. The Chair then redirected the question back to Councillor Robinson who responded that he was not going to resign. The Chair moved to the next item.

A Member of the Public said that the proposed 20 mph scheme should be rejected for three reasons. Firstly, the proposed illuminated signs costing £10,000 are not required by Department for Transport rules as the A1141 is not a major trunk road. Secondly, Park Road is not within the proposed scheme and lastly the Police will not properly enforce the limit and so the repeater signs, except outside schools, are a waste of money.

A Member of the Public echoed many of the previous speakers concerns. He also described the scheme as a waste of money saying that the proposed repeater signs would be detrimental to the appearance of the village and described the scheme as being part of a 'Green Party Agenda'. He said that he had never considered the existing 30mph to be unsafe. He hoped that all Councillors would obey the 20mph limit should it be introduced. Another Member of the Public commented that he had seen Parish Councillors not observing the speed limit.

9. Local Authority Councillors' Reports

Cllr Clover delivered his report explaining that:

- a) Babergh has a scheme to install free solar panels on Business Owner's premises.
- b) Anyone aged 16+ who wants to learn about gardening, horticulture or nature conservation is invited to attend a free 'Grow Your Future' 12 week skills course. The course commences on Tuesday 20th May and runs until Monday 5th August at Belle Vue Park with sessions taking place from 10am to 12.30pm.
- c) Suffolk County Council has launched a consultation, closing 9th June, concerning the Suffolk Local Nature strategy.

Cllrs Clover, Lindsay and Ranzetta observed that businesses occupying listed buildings may not be able to install solar panels.

County Cllr Lindsay reported with respect to the hole in the Water St pavement. He explained that because the brick culvert is listed Highways engineers have had to consult Suffolk archaeologists, Historic England and Babergh Heritage and that all three have urged that as much of the brick culvert as possible be retained. The engineers had wanted to remove a 6 metre section of the culvert to minimise the risk of future collapses. The intention is now to replace only the damaged parts with a concrete half pipe which is apparently what they did with the earlier collapse of the culvert just below the entrance to the gasworks car park. Plans are still being worked on with no schedule for the works.

Cllr Lindsay reported that it is becoming clear that the Mayor of Norfolk and Suffolk will be able to levy a precept on the council tax. In his opinion this will counterbalance any cost savings projected from eliminating some senior officers from district and borough councils in Suffolk.

Cllr Lindsay told Councillors that his discretionary budgets for the previous four years are all spent but because of the delay in the election he will have a fresh £6k for local highways spending and £6k for community "locality" grants for the next financial year.

Cllr Lindsay reported that Suffolk County Council has allocated some £30m to increasing the number of school places in the County for children and young people with Special Education Needs and Disabilities (SEND) and drew Councillors attention to the consultation concerning the Suffolk Local Nature strategy which closes on 9th June.

He urged the Parish Council to make a decision and implement the 20 mph scheme which he said was not a 'Green Party Agenda' and was consequent of a request from the Parish Council.

Cllr Ranzetta asked whether the £6k for local Highways spending could be spent repairing dilapidated road signs and markings across the village. Cllr Lindsay urged Cllr Ranzetta and others to report any such required repairs on the Suffolk Highways website explaining that Highways had repair obligations with respect to these and that the funding for these was not his local Highways budget. Cllr Ranzetta asked whether Suffolk needed to recruit SEND teachers. Cllr Lindsay he would report back.

Cllr Falconer asked for evidence that the culvert was listed. Cllr Mitchell added that there is an adjacent gas main in poor repair. Cllr Mawford asked if the County Council was going to consult about its local government proposals. Cllr Lindsay said the County had decided to 'engage' but not to 'consult'.

10. 20mph scheme Report and Motions

The Clerk explained that in late 2024 the Traffic Regulation Order was issued and the project costed. This meant that the final design of the only scheme Highways is prepared to implement is known and that cost is some £24,000 at 2024/25 prices.

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

He explained that to establish the streets where the scheme could possibly go Suffolk Highways had 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 30 mph
- 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.

He said that, in summary, on Prentice St over 85% of vehicles are travelling at less than 18mph and that the number exceeding 20mph by any significant margin is very small and that on the other streets about 15% of vehicles go above 30 mph with the average vehicle going about 25mph.

He explained that the Parish Council had questioned the number of signs proposed and received the following response:

'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'.

He explained to Councillors the motions on the agenda telling them that legally Council could not bind itself to accepting the result of a village poll but could declare that it would take full account of the result.

Motions:

- 1) That the Parish Council encourage electors at the Parish Meeting to be held on May 15th 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.

The uncommitted Neighbourhood CIL fund is, he said, £53,000.

Cllr Lamont explained that 63% of respondents to the LNP1 questionnaire voted for a 20mph speed limit along with other projects listed in LNP1. As a result, the Parish Council had started a project to develop the scheme, initiated by Carroll Reeve in 2019, described in "20mph position paper to SCC 5". This had taken place prior to LNP2 being started.

He acknowledged the support of County Cllr Lindsay funding the development work and sponsoring the application.

He reminded Councillors that the Parish Council had pushed for the scheme to cover more of the village including Melford Rd. He explained that this had not been supported by Suffolk Police and Suffolk County Council and in response the PC had installed two Speed Indicator Devices at a cost of £8,000.

Cllr Lamont explained the impact of the signage describing it, in his opinion, as being less than some feared hearing about the total number of signs.

He said that the proposed 20mph repeater signs had been positioned to limit the amount of new street furniture making use, where possible, of existing signposts and lampposts informing Councillors that within the Conservation Area there will be 12 new signage locations (but only 2 new posts) and that outside the conservation area but within the 20 mph limit there will be 10 new signage locations. The headline figure of 73 signs, he said, contained many signs placed back-to-back and so counted as being two new signs. He displayed pictures of the changes in sensitive locations.

Cllr Mitchell expressed her disappointment at the limitations placed on the scheme placed by Highways commenting that the streetscape has already been much compromised by motor vehicles, lampposts, wheelie bins etc. She expressed concern at the speeds of vehicles on Melford Rd and speculated that the Governments Housing Target might lead to further houses being built on the Melford Rd making further measures to control the speed of vehicles on the Melford Rd possible at some point in the future. She concluded that a partial scheme is better than not at all commenting that she feared that a low turn out in any village poll and that she considered Motion 1 had not addressed that possibility.

Cllr Morrey thanked Cllr Lamont for all his hard work on the project, Cllr Ranzetta concurred. She said that considered it not reasonable or fair that a Council consisting of less than a dozen Councillors make a decision of such magnitude. She said that she supported a village poll saying that Councillors should work to encourage a high turn-out.

Cllr Domoney asked who would advise Garmin and others of the new limits. The Chair responded that she did not know.

Cllr Ranzetta said that she agreed with Cllr Morrey commenting on the number of new residents since 2016 and that these new residents of the village should be given a chance to express their opinion. Cllr Robinson concurred.

Cllr Sherman told Councillors that one of the questions in the upcoming Neighbourhood Plan Questionnaire will ask Members of the Public whether they want a 20mph scheme. He said that this would avoid the £1,000-£2,000 cost of a village poll.

Cllr Mitchell reiterated her concerns about the possibility of a low turn-out. Cllr Lamont reminded Councillors that the motion was to take 'full account of the poll' and so a low turn-out could be considered at that time. Cllr Mawford spoke of the difference between a poll and a referendum.

Motion:

That the Parish Council encourage electors at the Parish Meeting to be held on May 15th 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.

Proposed: Cllr Ranzetta **Seconded:** Cllr Morrey.

Decision: Carried. Cllrs Ranzetta, Morrey, Bourne and Robinson voted in favour. Cllrs Lamont and Mawford voted against. Cllrs Sherman, Falconer, Mitchell and Domoney abstained.

11. The Paddocks Allotments: Report and Motions

Cllr Robinson left the room as the matter concerned his Disclosable Pecuniary Interest.

The Clerk summarised the published paper explaining that 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.

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

He reminded Councillors that 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 explaining that this has been the views of Councillors expressed at previous meetings rather than a formal policy. Parish Council policy has therefore traditionally 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 included:

- a) Hartog Hutton Ltd had told the Parish Council that they will 'soon be putting the allotments in'.
- b) The Chair and Clerk had contacted the leading figures in the Lavenham Allotments Society and they had either confirmed that the site remained unsuitable or had not responded.
- c) The Lavenham Woodland Project had 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.
- d) At the 3rd 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.
- e) Following advertisement by the Parish Council 4 other people have come forward expressing an interest in helping run an Allotments Association and a further two in having an Allotment.

The Clerk told Councillors that Cllr Domoney has, since the last meeting, informed him 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. He had informed him that, unlike the Paddocks site, he considers this site to be suitable with susceptibility to flooding part of this assessment.

Cllr Domoney explained to Councillors why he considered the Second Meadows suitable for an Allotment site and The Paddock site unsuitable. Reasons he considered The Paddocks site unsuitable included the weight limit on the Bridge, Environment Agencies restrictions, the lack of toilets, shading of the site, the prevalence of local wildlife (and the consequent fencing requirements) and distance to the nearest defibrillator. Reasons he considered the Second Meadow site suitable included the proposed use of raised bed allotments meaning that the risk of disruption from flooding minimised with topsoil retained by the surroundings and not washed away. He explained that there are two forms of access, vehicular via A1141 and footpath by the river without weight limit. Vehicles, he said, are already on site for distributing tonnes of Topsoil etc. He added that toilets are on site, shading is less, wildlife is less prevalent and the concerns of the Environment Agency very much lower. He reported that a defibrillator and solar and battery powered security cameras can easily be installed on that site.

Cllr Ranzetta said that she had never heard of an Allotment having a toilet or a defibrillator and questioned the accuracy of a number of the other reasons given. She told Councillors that the Second Meadow does flood with many occasions horses there requiring rescue by the RSPCA. She said that the allotments, unless on ten feet high stilts, would be washed away as the area floods very severely.

Cllr Mawford suggested that it might be appropriate to defer consideration of the matter until these differences of opinion are resolved or more clearly understood. Cllr Sherman told Councillors that there is a defibrillator near the proposed Paddocks site.

Cllr Falconer concurred with Cllr Ranzetta describing access to Second Meadows as difficult noting that a resident of The Paddocks is one of those who have come forward expressing an interest in forming a new Allotments Association. She described this offer as 'very useful'. She suggested that in the context of the opinions raised by the first Member of the Public who spoke in Public Time that the Second Meadows site might not be very popular and that The Paddocks site should be progressed.

Cllr Mitchell reminded Councillors that there has been an understanding for many years that the Developer would provide Allotments to replace those lost consequent of The Paddocks development highlighting that terms with Hartog Hutton are yet to be fully established. She said that, before consideration of Second Meadow, the Hartog Hutton offer needs to be finalised. She said that it might be that both sites might become allotments recognising differing opinions.

Cllr Domoney told Councillors that he is the Chair of the Lavenham Allotments Society with Cllr Robinson and Ms Pippa Mullan fellow Board Members. He told Councillors that he has decided to use the Second Meadows for Allotments and has assigned the first plot. He said that what Council wanted to do with The Paddocks site was up to Council.

Motions:

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.

Proposed: Cllr Domoney **Seconded:** None

Decision: Rejected

Cllr Mawford proposed an amendment to Motion 2 so that it read:

‘The Parish Council has for some time considered that a community-based Allotments Association to be the most appropriate guardians and curators of Allotment sites and so the Council agrees that it will accept an Allotments site if a resilient community-based Allotments Association considers this site acceptable and is prepared to manage this site along the lines set out in the Council’s recent Allotments flyer.

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.

The Clerk is asked to discuss with representatives of the emerging Allotments Association and Hartog Hutton possible arrangements for the Association to manage the site adjacent to the Railway Walk as Allotments. If the proposed arrangements can be agreed then they should be brought back to the Parish Council for approval. Should it not be possible to take forward the site adjacent to the Railway Walk for Allotments for whatever reason then the Clerk is asked to discuss with the Lavenham Woodland Project and Hartog Hutton the use of the site as community open space. If proposed arrangements can be agreed then they should be brought back to the Parish Council for approval.

Cllr Robinson is thanked for suggesting that part of his land at Second Meadow be used as an Allotments site’.

Proposed: Cllr Mawford **Seconded:** Cllr Morrey

Decision: Amendment approved unanimously. Cllrs Sherman and Domoney abstained.

Proposed: Cllr Mitchell **Seconded:** Cllr Ranzetta

Decision: Amended Motion approved unanimously.

Cllr Robinson returned to the room.

12. Planning Applications for Consideration

The Clerk reported that no significant decisions have been received since Council last met.

DC/25/01435 The Great House Hotel, Application for Listed Building Consent, Like for like replacement of 11 windows on front façade.

Cllr Lamont explained that The Great house is Grade II* listed and located inside the Conservation Area in the same views as Grade I listed buildings, such as the Guildhall, and that this application involves removing all the front windows and replacing with newly made sash windows, visually the same.

He told Councillors that the Babergh Senior Heritage Officer has consulted the Society for the Protection of Ancient Buildings (SPAB) who have written that ‘The Site/Heritage Statement (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’.

Cllr Ranzetta suggested that the advice of the Society for the Protection of Ancient Buildings be heeded.

Motion: that the Parish Council recommends refusal of Application DC/25/01435

Proposed: Cllr Lamont **Seconded:** Cllr Robinson **Decision:** Approved. Cllr Mawford voted against. Cllr Mitchell abstained.

Motion: that the Meeting be extended until 10.15 pm and no longer

Proposed: Cllr Mitchell **Seconded:** Cllr Domoney **Decision:** Approved. Cllr Sherman voted against.

DC/25/00541 Howletts of Lavenham, Variations to approved plans

Cllr Lamont explained that these variations will have little impact on the street scene, apart from the visual splay for the new entrance onto Sudbury Road. The House Designs for plots 4 and 5 have not changed significantly, other than inserting a gap between the two properties to create two detached dwellings. The turning and parking area and footpath details in front of plots 4 and 5 have been amended as part of this application. The application also includes a summary document detailing a request to retain an emergency access route, controlled by posts, to Melford Road.

Cllr Mitchell told Councillors that an enforcement issue has been issued with respect to required landscaping not being carried out. Cllr Mawford suggested that Council object to the deletion of the previously proposed footpath.

Amendment to Motion so that it reads: that the Parish Council recommends approval of the variations subject to the retention of the previously proposed footpath

Amendment Proposed: Cllr Mawford **Seconded:** Cllr Morrey **Decision:** Approved. Cllr Lamont voted against. Cllr Mitchell abstained.

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

DC/25/01816 Glenholm Brent Eleigh Road, Erection of 3-bay cartlodge with annex to first floor and construction of a new vehicular access

Cllr Lamont explained that this application does include a full risk assessment for Glenholm, including risk mitigation provisions.

He told Councillors that the construction of a garage would be permitted development except that it is in a Flood Risk Zone 2 and partially in in Zone 3, and also due to its size. He described the inclusion of a living area as unusual for a cartlodge explaining that the design incorporates a lounge bedroom with living area kitchenette and separate bathroom which could constitute creating a separate dwelling.

He told Councillors that it should also be considered that a large cartlodge with accommodation above located outside and not adjacent to the Settlement Boundary is the creation of an annex that could be considered a separate dwelling contrary to LNP1 Policy H1 and should not be accepted.

Cllr Falconer told Councillors that a Member of the Public had told her that it is possible that a Parish Councillor is involved in this property or owns the property next door or has recently bought that property perhaps with someone else and asked if any Parish Councillor has a conflict of interest. No Councillor reported that they had an interest in this property or the adjacent property next door.

Cllr Mitchell told Councillors that the application is contrary to the JLP Policy LP02.

Motion: that the Parish Council recommends refusal of Application DC/25/01816

Proposed: Cllr Lamont **Seconded:** Cllr Mawford

Decision: Approved unanimously. Cllr Robinson abstained.

Babergh Survey concerning the publication of Planning Notices.

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

Proposed: Cllr Lamont **Seconded:** Cllr Mitchell

Decision: Approved unanimously. Cllr Robinson abstained.

13a. Motion to approve a Grant of £350 to the British Legion to support VE Day barbecue.

The Clerk reminded Councillors of the discussion at the previous meeting of the Parish Council.

Motion: The Parish Council approve a Grant of £350 to the British Legion to support VE Day from the Street Fair Fund. Power to make Grants under S137 of the Local Government Act 1972.

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

13b. Motion to approve a Grant of £150 to the Community Council to purchase a parasol.

The Clerk referred Councillors to request letter included in the Working Papers.

Motion: The Parish Council approve a Grant of £150 to the Community Council. Power to make Grants under S137 of the Local Government Act 1972.

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

14. Lavenham Neighbourhood Plan 3: Report.

Cllr Sherman outlined the key details of his report. In answer to a question from Cllr Mitchell Cllr Sherman explained the skill sets of the Group Members explaining that he was not aware of any missing skill sets and that they would recruit into the vacant positions should any such needs be identified.

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

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

15. Clerk and RFO Report

The Clerk explained to Councillors the key reasons for the changes in Income and Expenditure between Budget, final Forecast and Actual as detailed in the Working Papers.

Motion: to approve the Accounts for the month ended 31 March 2025.

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

Motion: to approve Receipts and Payments for month ending 31 March 2025.

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

Motion: to approve the proposed changes to the Standing Orders required by NALC

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

16. Motion to sign EV Cluster Agreements

The Clerk explained that these are standard agreements which all Parishes will need to sign to transfer their EV Points to Suffolk CC. Connected Kerb have agreed to take over all the chargers including the ones so far not commissioned. There have been no changes to the proposed arrangements.

Motion: to sign the EV Cluster Agreements

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

17. Motion concerning Local Government Reorganisation

Motion: The Parish Clerk is instructed to ask the leaderships of Suffolk CC and Babergh DC 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.

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

Date of next meeting: Thursday 5th June 2025 7pm in the Village Hall. Meeting closed at 10.13pm.

ANNUAL PARISH MEETING

Held on Thursday 15th May 2025, commencing at 7.30 pm. in the Village Hall.

Present:

Chair: Cllr Janice Muckian. Cllrs: Alison Bourne, Mary Morrey, Jane Ranzetta, Iain Lamont, Chris Robinson and Michael Sherman. Twenty members of the public.

1. Opening Statement by the Chair:

The Chair began by welcoming everyone and introduced herself.

The Chair outlined that this is an opportunity for parishioners on the Electoral Roll for Lavenham to raise any matters of concern to them that relate to local matters and for the electors to receive reports from community organisations. The Chair explained that the meeting will be recorded for the purpose of minute taking only and that once the minutes are approved, at the next Annual Meeting, the recording will be destroyed. She asked all to ensure that their 'phones were on silent.

2. To approve as accurate minutes of the Annual Parish Meeting held on 18th April 2024

The Chair introduced the minutes emphasising that these had been on the PC website for a year.

Motion: to approve as accurate the minutes of the Annual Parish Meeting held on 18th April 2024

Proposed: Iain Lamont **Seconded:** Phil Smith

Decision: The minutes of the Annual Parish Meeting held on 18th April 2024 were approved as accurate with no votes against.

3. Reports by County and District Councillors**Report from County Councillor Robert Lindsay**

The Clerk delivered Cllr Lindsay's report. Cllr Lindsay was at the meeting of another parish.

Locality and Highways discretionary budget spending

Cllr Lindsay said that he has used up his Locality and Highways budgets. However, because County Council elections have been cancelled, he is still in office and has been allotted further annual budgets.

He explained that spending of relevance to Lavenham in the past year from those two budgets included £1,000 on fencing for Lavenham pre-schools forest school and £650 paying for painting a 30mph roundel on Bridge Street Road after residents complained about speeding traffic there.

Motions during the year

He told all present of a Green, LibDem and Independent Group Motion in October to ask for a cross-party panel of Councillors to look at lowering the bar with respect to intervening for pavement repairs. Currently they will not repair if the pavement is less than 2cm above the level. He explained that the administration had voted this down but had promised that they would review the criteria they used.

In December 2024 the Group got unanimous approval for a motion calling on the government to adopt policies of prioritising "roofs before rural" when it comes to the roll out of panels. He suggested that there are no real reasons why solar panels cannot be made compulsory in new builds and planning barriers to solar on existing rooftops cannot be eased.

20mph scheme – it's this one or nothing.

He explained that this is something the Parish Council had asked him to apply for five years ago and that he had spent time and energy over subsequent years pushing Highways for action and for a better scheme than the one they first came up with. It had been a case of haggling both by him and by some members of the Parish Council.

He said that, in his opinion, the scheme that eventually won approval, following a statutory consultation, is not perfect but it is better than the scheme that Highways had first proposed and, in his opinion, better than having a 30mph speed limit which is plainly too fast for much of the village.

He noted that the PC has decided not to take a decision on this scheme and instead ballot the village. He said that if the village votes against this scheme, then he will not sponsor or promote any other 20mph scheme in Lavenham because it is clear that no other scheme will be accepted by Highways.

Bus improvements

He told all that he was pleased that the bus from Sudbury via Lavenham and Cockfield to Bury St Edmunds had received funding for extra capacity and that, although not of direct relevance to Lavenham, he had also been pleased that the County Council are looking again – after much lobbying from him - at funding for a daily scheduled bus between Hadleigh and Stowmarket.

Local Government reorganisation

Describing this as Local Government centralisation it being the creation of a Mayor for Norfolk and Suffolk and the scrapping of local districts and the county council, he said that it is becoming clear that the Mayoral tier of government will add a new layer of costs, likely eliminating any hoped-for savings from merging district and county councils.

He explained that the election for the Mayor of Norfolk and Suffolk will happen in May 2026 and that the current schedule is for elections for “shadow” unitary Councillors be held in May 2027 and that the new unitary council(s) will commence in May 2028, at which time county and district councils will dissolve.

He said that there are doubts whether the Government can meet this timetable.

Explaining that the Districts are asking for two and preferably three unitaries in Suffolk whilst the County Council wants only one he said that larger does not necessarily mean cheaper. He said that since many services – such as bin emptying – are already delivered by district councils collaborating in partnership and other services e.g. public toilet maintenance - are often more cheaply serviced using local contractors and more efficiently provided by those staff and councillors with more local knowledge.

Suffolk Libraries brought in house

He told all present that in March 2025 the County's cabinet had approved a recommendation to take the Suffolk Library Service in house after they failed to agree a renewal of the contract with the charity that has been running them since 2012. There had been no other bidders. His Group had attempted to “call in” the decision – giving it another chance to be scrutinised at the Scrutiny Committee but their call in and that of the Labour group had been rejected.

Council Budget 2025-26

He concluded by telling all present that the County Council budget for 2025-26 included the maximum permitted rise in council tax of 4.99%, including the 2% social care precept for adult care. He said that the budget does not include borrowing from the council's reserves, which had been a concern last year but relies on delivering £28.4m of savings across many council services. The Schools Grant, SEND and adult social care are providing much cost pressure. The Council is also forecasting that in the next few years, it will have budget ‘gaps’ which will only grow: £33.1m for 2026-27, and £96.2m in 2028-29.

Report from District Cllr Maybury

Cllr Maybury told all that District Council has been dominated this year by the introduction, in January, of car parking charges. These had been vigorously opposed by her and Cllr Clover.

She reported that Housing laws had caused Babergh to report itself to the governmental housing regulatory body its lack of compliance over certain energy certificates. This “marker” has now been removed with proactive repairs and refurbishments being undertaken by Babergh's housing department.

She reported that the National Government has implemented change to local government with Suffolk becoming one of the new cohort of Mayoral and Unitary applications saying that she awaited the outcome of both issues.

She told all present that due to the Government's new target of building 1.5 million homes in this parliamentary term, Babergh District Council are to review their Joint Local Plan which will more or less double each parish's Housing target.

She listed ward issues which your district councillors have interacted with such as Meeting with James Cartledge, MP and other stake holders to resolve parking issues in Lavenham, lobbying successfully against the closure of Market Hill car park in Sudbury, making available Locality budget for printing of the Lavenham tourist map and guide and the T500 brochure, liaising with Babergh DC on funding of footpath at Green Willows, reporting on litter and fly-tipping issues and consulting with Babergh planning on various issues

She reported that next month will be her tenth anniversary of being elected a district councillor, serving Lavenham for six years. Two years ago, she had been delighted to welcome Cllr Clover into the fold as a fellow district Councillor for the Ward. She said that Cllr Clover and her attend as many parish council, social events, volunteering positions, Babergh committee and council meetings as is possible. Describing their work as varied, fulfilling, sometimes frustrating but thoroughly enjoyable she thanked parishioners for their welcome, questions, challenges and friendship.

4. Reports by the Chair of the Parish Council and a statement on the Parish Council Accounts for the year ended 31 March 2024.

Cllr Muckian explained that during the year the Parish Council has invested in a number of projects to resolve several long-standing traffic and travel related issues.

She explained that progress, however slow, is being made with the Green Willows footpath. With support from County Cllr Lindsay, Suffolk Highways and Babergh's Local Cycling and Walking implementation team, a bid for District Community Infrastructure Funds to cover 100% of the costs continues to grind its way through Suffolk Highways and Babergh processes. The bid and therefore the cost of this project is likely to be about £80,000. The PC has been told today that Suffolk Highways are finalising the construction estimate with their contractor Milestone and the application for District Funds will be sent to Babergh next week. She explained that the bid for District Community Infrastructure Levy funds cannot cover the installation of a street light in this area. The Parish Council has voted to purchase this light should the bid for District CIL be successful at a cost of £10,000.

She spoke next of the long-running issue of over-sized vehicles unlawfully using the A1141 eastbound explaining that a multi-agency meeting had been organised by our MP James Cartledge last May to explore what options were available to manage this traffic. As a result, additional signage costing £9,000 paid for by the Parish Council has been installed at the Bury Road junction near Cockfield. This gives clearer advice to lorry drivers that they should avoid Lavenham as a "through road". She told all present that after careful consideration of the streetscape, additional lorry signage within the village had not been approved by the Parish Council, this can be revisited at a later date.

She spoke next of Car Parking, describing the issue as 'thorny'. Referring to the Babergh decision to introduce parking charges in our two largest car parks from the beginning of this year she said that we wait to see the impact of Babergh's decision during our busiest times. She told all that the imposition of parking charges has had an impact on the finances of the Parish Council. Donations for use of the car parks and toilets has dropped by approximately 80% which will cost the Parish Council about £12,000 this year. She concluded saying that she recognised that some would have liked the Parish Council to pay Babergh to make the charges go away and reminded everyone that this would have required an increase in Council Tax of some £60 per household.

The Chair spoke next of the issue of excessive speeds by vehicles explaining to all that two Speed Indicator Devices (SIDs) costing £8,000 have been purchased by the Parish Council this year. These have been installed on Melford road in such a way that they alert motorists of their speed on entering and exiting the village. This is intended to cover the stretch of this road where speeding is a particular concern and could not be included within the proposed 20 mph scheme.

The Chair explained that at the most recent Parish Council meeting a motion had been passed to invite members of the public, at this meeting, to request a Parish Poll asking the following 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.)"

She told all present that such a request would need to be from ten members of this Parish's electorate (including eligible Councillors) and that this request could be done this evening. Should this be done, then Babergh Council will organise the poll.

The Chair spoke next of Public Realm items:

Council is proceeding with the plan to have the EV Chargers in Water St and Prentice St taken over by Suffolk County Council, all the Chargers will be commissioned and updated as required.

The First Meadow play equipment has been refurbished and repainted and is looking much smarter. The safety matting surrounding the equipment, which had shrunk and degraded over the years, has been replaced. This work cost £13,000. Additionally, the First Meadow Bridge has been replaced at a cost of £9,000 which further enhances this amenity area and access to it.

She informed all that after a rigorous tender process Council has renewed its street cleaning and green maintenance contract with an increased focus on weed and moss removal from our streets, issues which have previously caused public concern.

Cllr Muckian spoke next of litter bins saying that some may have noticed that a number of the litter Bins in the busiest area of the village and two key dog waste bins are now being emptied twice per week. This will be done during the busiest months of the year to reduce street litter and unsightly overspill. The damaged bins near the bottom Co-Op will be replaced.

Cllr Muckian spoke of her delight that the refurbished telephone boxes are now in situ saying that the Council would be very happy to display posters advertising community events and groups in them.

Describing the Box bushes in the grounds of the church as a real feature of the village she explained that they had been suffering from attack from box moth caterpillar. Council has funded a program of ongoing care for these important assets; they are looking much healthier now and hopefully will remain an important asset for many years to come.

Council had been pleased to be able to make a grant of £2,500 available to the Lavenham Woodland Project to help towards the cost of a shelter adjacent to the Outdoor Activity Area which will be used by visiting children and others. She expressed her thanks to Lavenham Volunteers who have worked together to make the village more presentable and to all those who quietly volunteer without any public recognition for example litter picking, maintaining our defibrillators and curating floral displays. All of these actions, she said, enhance the environment in which we live and work.

Cllr Muckian spoke of the Neighbourhood Plan and its defeat in the referendum saying that a new revision has begun. In the near future residents will receive a questionnaire asking for their views.

She concluded by saying that it is unfortunate that a disproportionate amount of the Clerk's time, and hers, has this year, been spent handling complaints and grievances from a small number of people. She acknowledged that there are varied opinions with respect to the underlying causes but explained that this has resulted in the Council having to pay for legal advice. She told all present that having been re-elected as Chair earlier this month, her aim is to move forward and ensure the Council works together to focus on the needs of the whole village

She thanked her fellow Councillors, in particular those on the Planning Group commenting that they have had some particularly complex planning applications to consider this year and noting that in the vast majority of cases their opinion and indeed that of Council coincide with those of the Planning Authority (Babergh).

She thanked the Clerk saying that his guidance and support to the PC and to her had been invaluable.

Statement on the Parish Council's Accounts

The Clerk told all present that full Statements of Income and Expenditure and also of Receipts and Payments have been tabled and discussed at each Parish Council Meeting this year and so he was not going to repeat the full detail.

The Clerk explained that the big picture is that the Parish Council was delighted to this year, for the first time in many years, not to raise Council Tax.

He said that a large part of this was that, in the end, Babergh did not introduce the car parking charges until January 2025 and so effectively your Council got very nearly a full year of car parking and toilet donations in 2024/25, some £11,000, which had not been anticipated in the budget.

Also, interest rates had remained higher than the budget had assumed meaning that Council received £4,000 more interest than it had expected and, equally importantly, Council costs were well controlled and below budget.

All of this had led to a surplus for the year of some £27,000 and your Council having 11 months of reserves which is above the standard best practice of 6 to 9 months. Hence the freeze in Council Tax.

The Council has budgeted to make a loss for the next year of some £10,000 to reduce the reserves to an appropriate level. He described, in summary the Council's financial position as healthy.

He explained that Developers pay Community Infrastructure Levy when they build houses saying that whilst the vast majority of this levy is retained by Babergh District Council a portion comes to the Parish. The Parish Council had received some £21,000 of these funds in 2024/25 and had spent £45,000.

He said that this £45,000 spend had been described in the Chairs Report with the significant items the two Speed Indicator Devices on the Melford Rd, the First Meadow Playground Equipment repairs and Bridge replacement, the new large Lorry Sign on the Bury Rd and the refurbishment of the Phone boxes.

He explained that the Parish Council currently has some £63,000 of these Community Infrastructure Funds remaining of which £10,000 has been earmarked for the Green Willows Streetlight and commented that the 20 mph scheme would take approximately half of the remaining £53,000.

He noted that since there are no ongoing significant housing developments in Lavenham there will be no substantial further funds shortly coming to the Council saying that this of course may change, but obviously not immediately, consequent of the Governments Housing Targets.

He concluded by saying that against this healthy financial position Council has two financial headwinds. The first is the legal costs, likely to be some £10,000, of answering the Data Subject Access Requests received in March and the second is the cost, over the next two to three years, of preparing a new Neighbourhood Plan. He said that he knew that the new group is very mindful of the costs and will apply for Grants wherever possible and will aim to use as much of the failed LNP2 as possible in the context that they are very aware that a new plan cannot be the same as the rejected plan.

5. Reports by local Organisations

The Rev Pitcher thanked the Parish Council for the Box Bushes. He said that the Church will shortly need to spend £175,000 on routine repairs and is considering installing solar panels on the church roof.

He outlined the upcoming events to celebrate the 500th anniversary of the Church tower including the upcoming Tudor Fete, a service to commemorate those who served in WW2 with the USAAF, an open day for those who would like to climb the tower and a Family Fun Day including the opportunity to zip wire a teddy bear from the top of the church tower to the churchyard.

Phil Smith spoke of the activities of the Community Council detailing the range of community activities which take place in the Village Hall including the Thursday Coffee Mornings and explained that the rooms, sports fields, tennis courts and the pavilion are available for anyone to hire.

Carolyn Jenkins spoke on behalf of the Gardening Club saying that the club is thriving with some 65 to 70 members who meet on the last Wednesday evening of the month. The Club invites guest speakers, organises trips and donates funds and resources to local community groups.

Sue Heald spoke on behalf of the Theatre Group saying that the club has 100 members and organises trips to a wide variety of plays, musicals and even opera throughout East Anglia. She explained that trips are made by coach and that the cost of the coach and ticket is nearly always less than £70.

Sue Heald spoke on behalf of the Hidden Gardens Group with the objective being to raise money for local charities and community groups, typically some £7,000 is raised.

Robyn Lloyd Hughes spoke on behalf of the Royal British Legion telling all that the branch is in good health and good spirits and explaining that the purpose of the Legion is to support the serving and ex serving personnel and their families and friends and to maintain remembrance of the fallen. The Legion he explained welcomes new members and invited local residents to join. He spoke of the recent VE Day Barbeque and the success of last years Poppy Appeal which had raised over £5,000.

Cllr Morrey (Vice-Chair of the PC) read the report supported by the Lavenham Community Hub. The Hub reported that footfall has increased by 15% over the last two years to approximately 7,000. The Hub has worked with a Publisher to print and produce a brochure to be distributed outside the village encouraging visitors to come to Lavenham. The hub welcomes new members and volunteers; more volunteers would enable the Hub to open for longer hours and/or on more days.

Cllr Morrey (Vice-Chair of the PC) read the report supplied by David Jones of the Lavenham Woodland Project which highlighted the role played by John Knight who had very recently died. He wrote of the wonderful legacy which John leaves for all to enjoy. He appealed for more volunteers who during the last year have helped care for 1,500 trees, 600 metres of hedging and 2,000 metres of footpaths. Sometime in July 2024, they had a 'secret visit' from the Green Flag Award Judges who had awarded the project a second Green Flag Community Award. Thanks to a generous grant from Lavenham Parish Council and another generous donation, they are building a shelter adjacent to their Outdoor Activity Area which will shortly be in use. He reported that 15 Daubenton bats have returned to the WW2 pill box on the site, they are now protected behind a wrought iron gate made by local blacksmith, Geoff Locke, and comfortably roosting in special handmade bricks from Bulmer Brick Works.

The Chair read out a report from Love Lavenham who are working to increase membership back to previous levels and are planning floral displays in shops and businesses to coincide with the Hidden Gardens weekend. They will shortly release an updated version of the Lavenham map, which is hugely popular amongst visitors and residents and are grateful to Babergh Council for their grant to be able to continue with this lovely publication. They are preparing plans for Christmas activities.

The Clerk read out a report from the Lavenham Guildhall Committee which expressed a hope that more residents of Lavenham will become members of the Local Committee and/or the Museum committee, so that the people of Lavenham are more actively involved in the "ownership" of the Guildhall as was Sir Cuthbert Quilter's wish.

6. Matters raised by Members of the Public

A Member of the Public asked about plans to celebrate VJ Day, the Chair of the British Legion said that the Legion was intending to celebrate the day. The Parish Council agreed to see if the beacon was in the Parish Council store.

A Member of the Public questioned whether the Parish Council could have more aggressively opposed the introduction of Car Parking Charges by Babergh conceding that such opposition would most likely have been futile but queried why the Council had not more aggressively negotiated for a discount from Babergh of the Babergh requested amount to cancel the introduction of the charges in Lavenham. He pointed out that a show of hands at the Public meeting had been in favour of an increase in Council Tax to keep free car parking. The Chair replied that negotiations had taken place but it was clear that Babergh were only prepared to discount slightly and that the negotiations with Babergh had led to the very significant concessions now in place concerning the use of the Church St Car Park when using community facilities.

A Member of the Public asked about the proposed 20mph scheme, the Chair read out the Motion passed at a recent Parish Council Meeting. The Clerk explained that the poll cannot legally be binding but Council has committed to taking full account. The Chair explained that should electors not call for a Poll then the decision would have to be made by the Parish Council.

A Member of the Public asked if the Parish Council would have to pay for the Poll, the Clerk replied that the Council would have to pay Babergh between £1,000 and £2,000 to run the Poll.

A Member of the Public spoke criticising the design of the scheme referring to the National rules. The Chair replied that she understood the Member of the Public's concerns but re-emphasised that this scheme is the only one permitted by Suffolk Highways and Suffolk Police. The Chair said that she really hoped that the poll would attract a high turnout. The Vice-Chair reiterated the words of the Chair.

A Member of the Public asked whether the Poll result concerning the 20 mph scheme would be honoured when the views expressed by the show of hands at the Village Meeting concerning car parking charges had not been honoured. The Chair replied that the Poll and the Village Meeting concerning car parking charges were very different things. She said that the Village Meeting had been a meeting called to inform and discuss the car parking proposal at which there had been an informal show of hands, it had not been a meeting organised to hold a vote.

The Vice Chair described the decision about the 20mph scheme as a big one for 11 Councillors to make on behalf of the village and said that everyone who lives in the village should have the right to make the decision on behalf of themselves and their families.

A Member of the Public said that the details of the scheme need to be well publicised.

Ten members of the Public requested a Poll.

A Member of the Public asked what data had been received concerning car park usage and footfall. The Clerk replied that Babergh had promised to provide car park usage data in the Autumn. District Cllr Maybury said that no-one had written to her concerning reduced footfall and invited people to write her and Cllr Clover should they have such concerns.

A Member of the Public asked about the removal of the signs on Water St, the Vice-Chair replied that the CCTV survey had shown that following the removal of the signs that there has been no noticeable increase in traffic conflicts. A Member of the Public asked why there was no camera on Water St which automatically fined large vehicles, the Chair replied that a camera could not be installed because the road was a legitimate route for large vehicles doing local deliveries.

The meeting closed at 9.37pm.

| 9a | | | BDC | LPC |
|-------------|----------------------------------|---|---|--------------------------|
| 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 |
| 01319 | 79 High Street | Application for Listed Building Consent - Internal alterations | Approval | Approval |
| May: | | | | |
| 01116 | Glenholm, Brent Eleigh Rd | Modifications to roof, walls, floor, removal of chimney, alterations to fenestrations | Approval (Flood Risk Assessment provided later) | Refusal |
| 01435 | Great House Hotel | Listed Building Consent Replacement of 11 windows like for like | Refusal | Refusal |
| 00788 | Little Brook, Lower Rd | Erection of a timber-framed singlre storey store building | Withdrawn | Refusal |
| Open items: | | | | |
| 00457 | 15 The Paddocks | Earthworks | Ongoing | No Comment |
| 05113 | Land south of Water St | Storage Shed and Greenhouse | Ongoing | Refusal |
| 00541 | Howletts | Access Changes etc | Ongoing | Approval with Conditions |
| 01816 | Glenholm, Brent Eleigh Rd | 3 bay Cartlodge and Annex Above | Ongoing | Refusal |
| 00390 | Toll Cottage, Market Place | Change of use to residential | Refusal. Appealed. | Refusal |
| 01943 | De Vere House, Water St | Installation of an electric vehicle charger | Ongoing | Ongoing |
| 01930 | Land Off Norman Way | Cartlodge Modifications | Ongoing | Ongoing |
| Suffolk CC | Lavenham Primary School | Modifications to Outbuilding | Ongoing | Ongoing |

Lavenham Parish Council Planning Group.

Planning Applications for consideration at LPC meeting on 5th June 2025

Householder Application - Installation of an electric vehicle charger

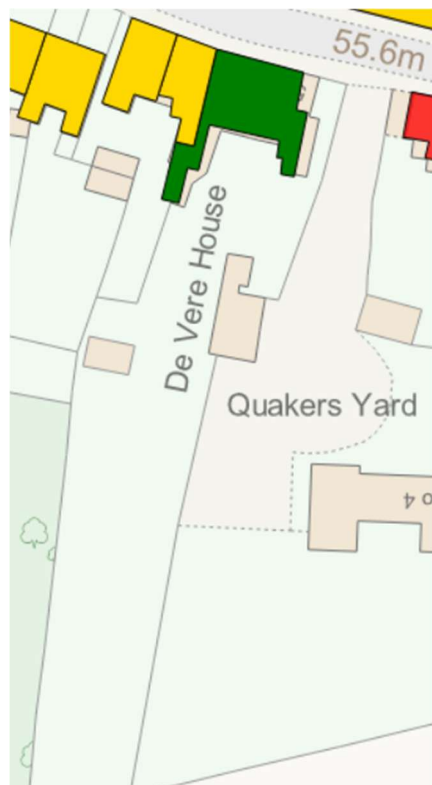
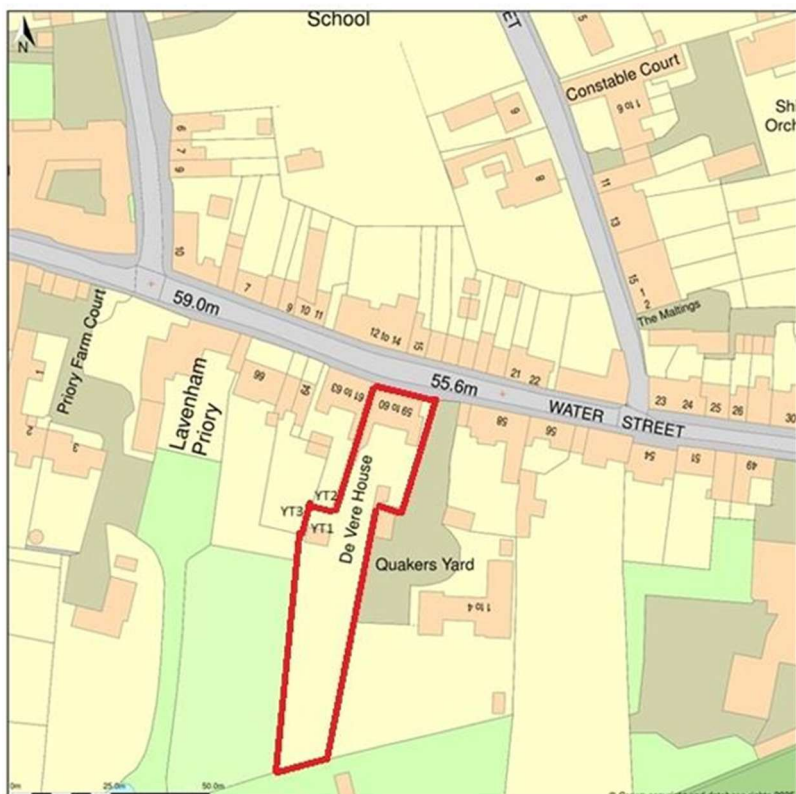


De Vere House Water Street Lavenham Sudbury Suffolk CO10 9RW

Application. No: DC/25/01943 | Received: Mon 28 Apr 2025 | Validated: Tue 29 Apr 2025 | Status: Awaiting decision

This application is installation of a charging point in the curtilage of a Grade I listed property located inside the Conservation Area.

Grade I listing as shown on Babergh Mapping service (in green) & on Historic England ref: TL 9149 50/685 LAVENHAM WATER STREET (south side) De Vere House.
(Formerly listed as No 59 (Oxford Cottage) and No 60) 23.1.58



There is substantial detail in the application.

The charger is proposed to be located on a brick wall erected in 1996 as a boundary between the property and Quakers Yard inside of the vehicle access gate to the property – see photo.



The charger is a small unit.

THE OHME EV CHARGER 74KW E POD



230mm x140mm x100mm and weighing 1.48kg

Application under S73a for Removal or Variation of a Condition following grant of Planning Permission DC/23/04883 dated 26.01.2024 (and subsequent Non Material Amendment under DC/24/02026 dated 29/05/2024) Town and Country Planning Act 1990 (as amended) - To vary Condition 2 (Approved Plans and Documents) as per revised plans and documents received.

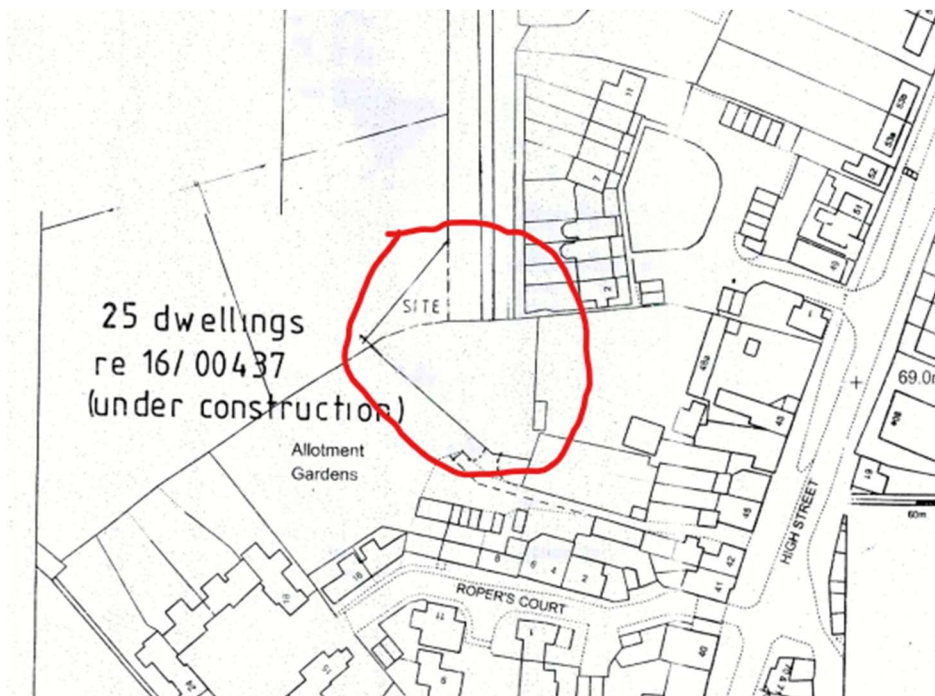
Show more description 

Land Off Norman Way Lavenham CO10 9PY

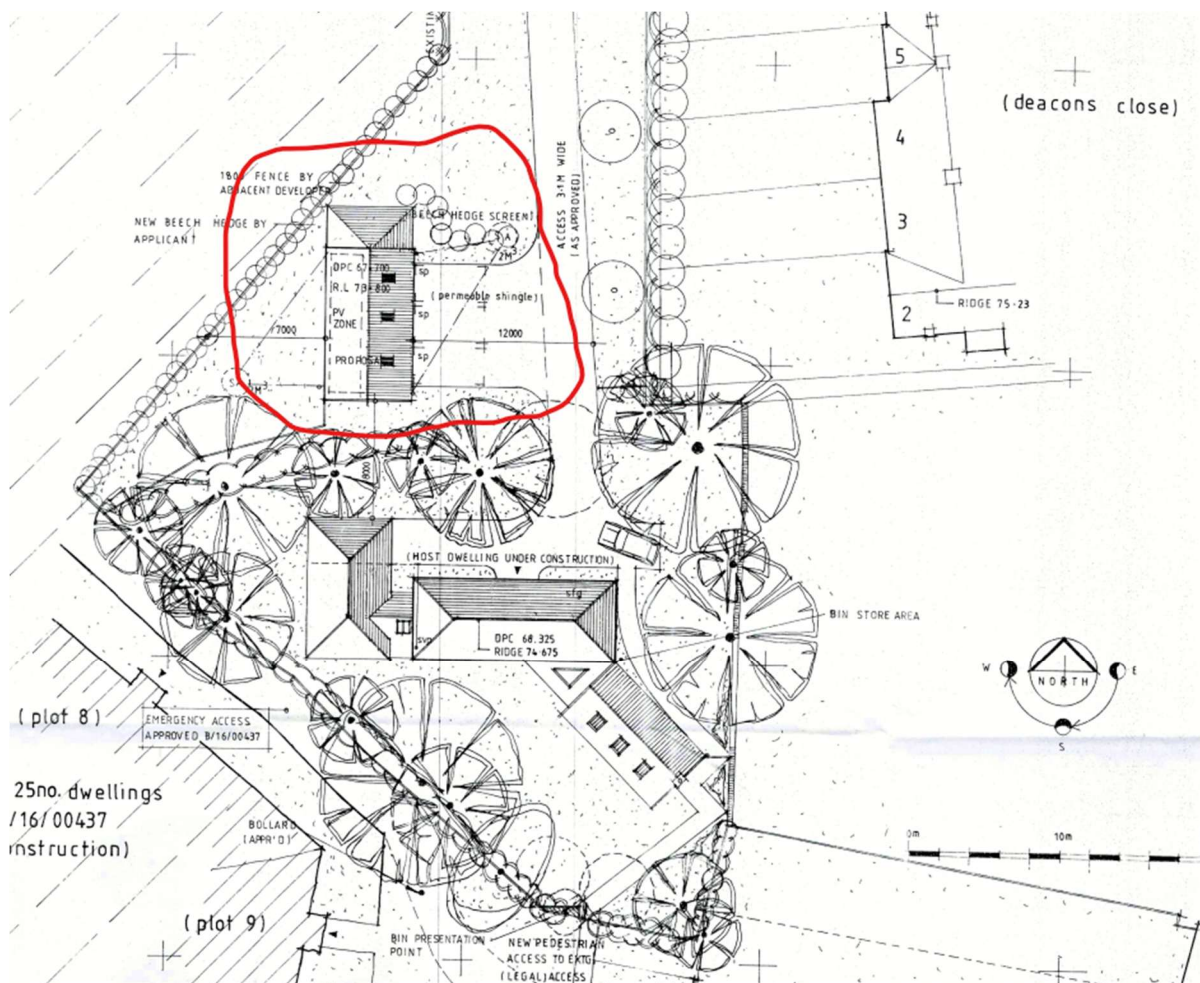
Application. No: DC/25/01930 | Received: Fri 25 Apr 2025 | Validated: Tue 29 Apr 2025 | Status: Awaiting decision

The property is not in the conservation area. This application is for amendment to the garage outbuilding adding a single storey open additional cartlodge and three Velux style roof windows to the roof facing the properties on Deacon Close.

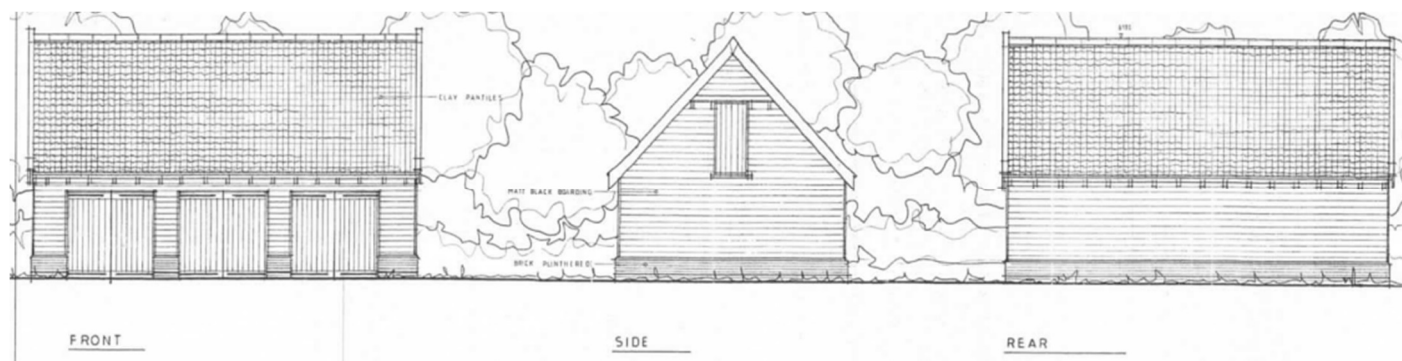
Site location



Drawing showing location and change to outbuilding.



Design as approved on application DC/24/02026



Proposed change to design covered by this application showing additions in yellow



DC/25/02102 | Consultation on Application received by Suffolk County Council - Infilling of a wall in order to add an additional teaching space.

Lavenham Primary School Barn Street Lavenham Sudbury Suffolk CO10 9RB

This application is covered by SCC planning portal Application SCC/0060/25B as it is for changes to a School

Application Number [SCC/0060/25B](#);

Status Application Pending a Decision;

Valid Date 29/04/2025

Location Lavenham Primary School, Barn Street, Lavenham, CO10 9RB

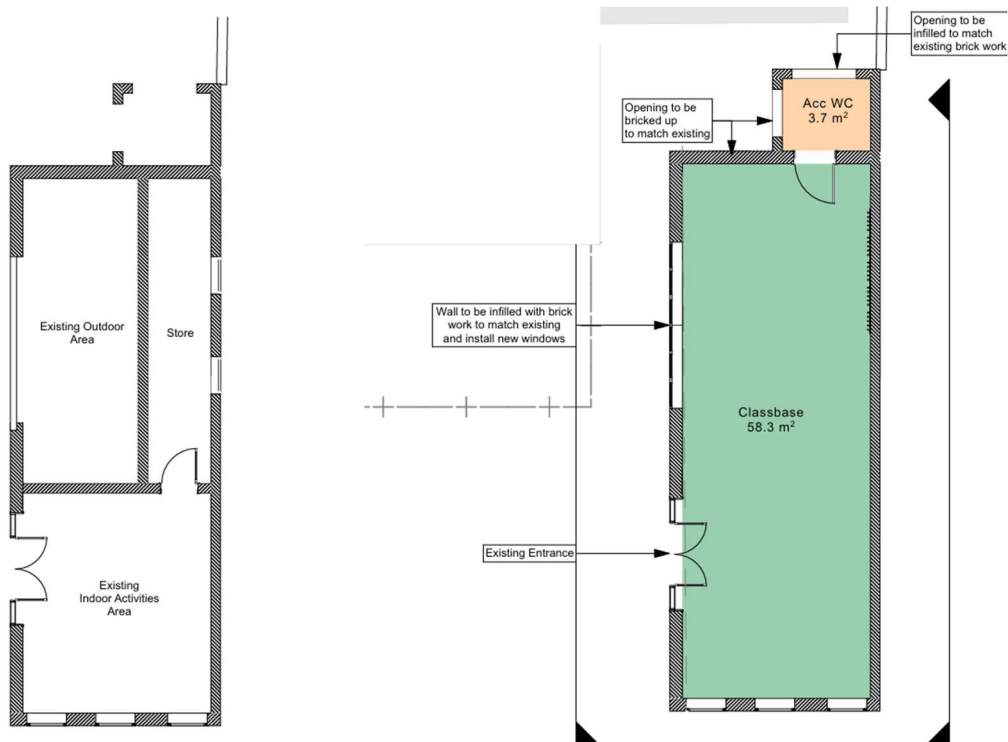
Proposal Infilling of a wall in order to add an additional teaching space

Applicant Rory Michael; **Agent** Craig Daley - Concertus

This application as well as infilling a wall also has alteration to windows in the building highlighted creating a single open space. The building is not listed, but is inside the conservation area. The changes to the external appearance are facing the playground area.



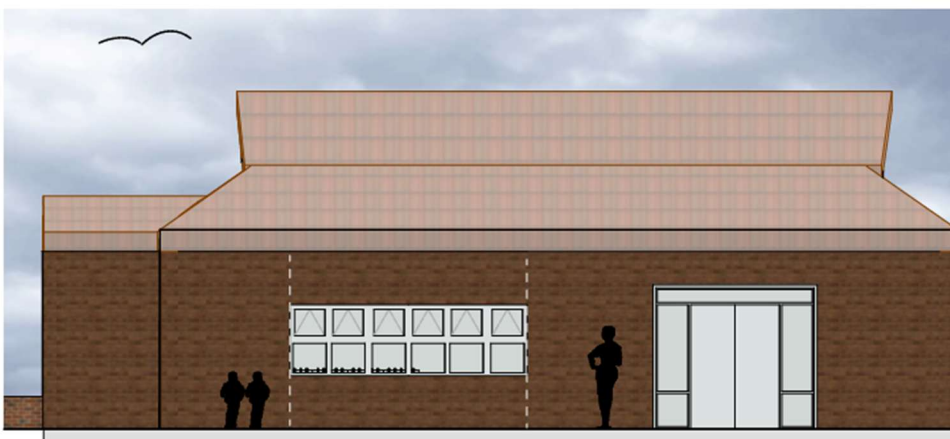
Existing plan and proposed plan to create a new teaching area



Existing Elevation



Proposed Elevation



The Babergh planning officer makes the following comment

Babergh District Council as the Local Planning Authority do not raise any objections to the above proposal. The proposed infilling of the wall would create an additional small teaching space within the main cluster of teaching blocks, and would not appear out of keeping with the site as a whole. It is acknowledged that the infilling would be matching brickwork to the host building which is supported. There are no constraints to the site that would be negatively impacted by the proposal.

Planning Application - Change of Use of building to 1no dwelling

Toll Cottage Market Place Lavenham CO10 9QZ

Application. No: AP/25/00019 | Received: Tue 15 Apr 2025 | Status: Appeal In Progress

Andrew Smith
Lavenham Parish Council
The Parish Office 20
Church St
Lavenham
CO10 9QT

| | |
|----------------|--|
| Please ask for | : Rose Rimell |
| Telephone | : 0300 123 4000 opt 5 then 3 |
| Our reference | : DC/25/00390 |
| E-mail | : planninggreen@baberghmidsuffolk.gov.uk |

13th May 2025

Dear Andrew Smith

TOWN AND COUNTRY PLANNING ACT 1990 APPEAL UNDER SECTION 78

Appeal Reference: APP/D3505/W/25/3364130

Appeal by: Mrs Warner
Proposal: Planning Application - Change of Use of building to 1no dwelling
Location: Toll Cottage, Market Place, Lavenham, CO10 9QZ

Appeal Start Date: 12/05/2025

I refer to the above details. An appeal has been made to the Secretary of State against the decision of Babergh District Council to refuse permission.

The appeal will be determined on the basis of **written representations**. The procedure to be followed is set out in Part 2 of The Town and Country Planning (Appeals) (Written Representations Procedure)(England) Regulations 2009, as amended.

We have forwarded all the representations made to us on the application to the Planning Inspectorate and the appellant. These will be considered by the Inspector when determining the appeal.

If you wish to make comments, or modify/withdraw your previous representation, you can do so online at <https://acp.planninginspectorate.gov.uk>.

Please note comments from interested parties on appeals will only be accepted through the Appeals Casework Portal. The Planning Inspectorate will no longer accept interested party comments by email. You may submit comments by post which can be sent to the address below:

The Planning Inspectorate
3C
Temple Quay House
2 The Square
Bristol

Reasons given by Babergh for not approving the application:

1. The proposal fails to meet the requirements of policies SP05 and LP10 of the Babergh and Mid Suffolk Joint Local Plan, as well as Policy C9 of the Lavenham Neighbourhood Plan.

This proposal would result in the full loss of an employment premises and therefore, the exploration of other potential employment or community uses is required. This has not been undertaken. No marketing campaign has been completed and therefore it has not been sufficiently demonstrated that this building as an employment premises is unviable. The applicant has stated that the business has not operated for a number of years; however, this does not demonstrate that there is no demand for employment in this location. The building is located centrally within the retail core of Lavenham, surrounded by a variety of businesses. The applicant has not demonstrated that there is no demand for other employment uses on this site. The applicant argues that the economy has not been affected by the building not being used commercially; however, they have not provided any evidence to support this claim. The loss of employment premises in the retail core of Lavenham can damage local economic resilience and, therefore, it is imperative that a marketing campaign is carried out in accordance with the requirements of the Policy to evidence that the site is not viable for accommodating employment prior to changing use to residential.

The proposal is, therefore, contrary to Policies SP05 and LP10 of the Babergh and Mid Suffolk Joint Local Plan, and Policy C9 of the Lavenham Neighbourhood Plan.

2. The proposal fails to meet the requirements of Policy LP29 of the Babergh and Mid Suffolk Joint Local Plan, as well as Policy D2 of the Lavenham Neighbourhood Plan.

The proposal provides no parking and no cycle storage provision. No documentation to support a car free development has been provided. Lavenham does benefit from good public transport provision, however, the proposal has failed to provide any details in relation to this. Additionally, no cycle storage provision has been provided. The proposal, therefore, fails to meet the provisions of Suffolk Guidance for Parking (2023), which is 'the relevant parking guidance', referred to in Policy LP29 of the JLP.

The proposal does not include any parking provision on or off the site and, therefore, has not met the requirements of this policy, which requires proposals for residential to provide parking which is clearly visible from the front of the proposed dwelling. No parking is provided for this proposal, and no details of cycle storage or bin storage have been provided. Therefore, the proposal has not met the requirements of this policy, not providing high-quality design for a residential development, contrary to Policy D2 of the LNP.

The Appellants have written:

29. The term "*realistic asking price*" is also somewhat vague. The way that the policy is worded is such that the asking price need not be agreed by the LPA only the approach for marketing. In this case, the approach for marketing was not agreed with the LPA however, the property is listed for sale on Jackson Stops own website, and it is also on Rightmove. Most people searching for properties use search on the internet. The approach taken to market the property is normal and it is therefore reasonable.

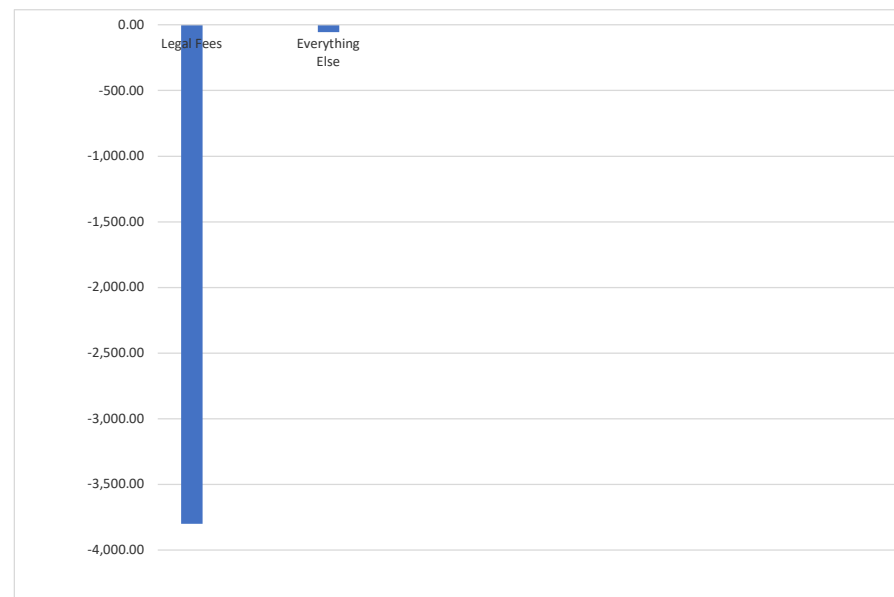
And also concerning the lack of parking provision

35. The proposal does not provide car parking because there is no space for carparking within the site. However, the site is immediately adjacent to a public carpark where there are no restrictions. Even if the Marketplace carpark was full, there is another public carpark 50m from the site down Prentice Street.
36. The LPAs allegation that no documentation to support a car free development has been provided is incorrect. Included at Appendix 2 is a copy of an email sent to the Planning Officer on the 19 March 2025. It explains that is a car free development because there is no space at the site to park a car. The email also confirms that provision of secure cycle storage could be the subject of a planning condition as there is space for cycle storage within the site.

| | April Actual | April Budget | Favourable /(Adverse) | Notes |
|-----------------------------------|--------------|--------------|--------------------------|---|
| Precept | 10,194.33 | 10,194.33 | 0.00 | No variance |
| Babergh Cleansing Grant | 1,111.11 | 1,093.09 | 18.02 | Increase in Minimum wage slightly higher than anticipated |
| Fixed Income | 11,305.44 | 11,287.43 | 18.02 | |
| Burial Fees | 92.00 | 480.00 | -388.00 | Variable depending on number of deaths |
| Car Park and Toilet Donations | 233.97 | 250.00 | -16.03 | Reduction 80% on prior year as anticipated |
| Other Donations | 0.00 | 60.00 | -60.00 | No Misc donations this mth |
| EV Charging Income | 247.90 | 50.00 | 197.90 | Usage continues to increase |
| Interest Received | 400.00 | 200.00 | 200.00 | Higher Interest rates continue |
| Variable Income | 973.87 | 1,040.00 | -66.13 | |
| Total Income | 12,279.31 | 12,327.43 | -48.11 | Variable depending on number of deaths |
| Management Costs | 7,813.04 | 4,000.00 | -3,813.04 | Spend £3,800 on legal fees this month, total legal fee spend £5,000 |
| Office costs | 733.32 | 897.15 | 163.83 | Digital Mapping cost £150 taken into prior year |
| LNP including Costs of Democracy | 124.00 | 0.00 | -124.00 | Printing Cost, no LNP Budget for 2025/26 |
| Street Cleaning and Green Maint | 3,163.84 | 3,625.26 | 461.42 | Box Bush Maint Work £380 done in March rather than April |
| Public Realm | 1,017.53 | 815.00 | -202.53 | Water Pumps and other Maint work now being done |
| Toilet Costs | 1,266.61 | 1,263.22 | -3.39 | Insignificant |
| Water St | 264.53 | 313.08 | 48.56 | Water St Maint less on new contract than previous |
| Community Events including Grants | 375.00 | 0.00 | -375.00 | Grant to The Hub for Security System |
| EV Costs | 179.72 | 50.00 | -129.72 | Usage continues to rise |
| Sinking Fund | 1,000.00 | 1,000.00 | 0.00 | No variance |
| Contingency | 0.00 | 166.67 | 166.67 | Contingency |
| Total Costs | 15,937.58 | 12,130.38 | -3,807.20 | |
| Surplus/(Deficit) | -3,658.27 | 197.04 | -3,855.31 | Spend £3,800 on legal fees this month, total legal fee spend £5,000 |

| | April Actual | April Budget | Favourable /(Adverse) |
|--|--------------|--------------|--------------------------|
| Staff salaries and Other Consultancy Costs | 7,674.04 | 3,890.00 | -3,784.04 |
| Audit and Payroll bureau costs | 139.00 | 110.00 | -29.00 |
| Management Costs | 7,813.04 | 4,000.00 | -3,813.04 |
| Telephone & broadband | 83.93 | 75.00 | -8.93 |
| Website Dev and .gov | 104.80 | 70.00 | -34.80 |
| Accounting software & computer | 0.00 | 0.00 | 0.00 |
| Office Materials | 9.99 | 20.00 | 10.01 |
| Data Protection | 0.00 | 0.00 | 0.00 |
| Subscriptions & Insurance | 278.22 | 277.77 | -0.45 |
| All Training/Cllr expenses | 0.00 | 50.00 | 50.00 |
| Room hire PC meetings | 72.00 | 50.00 | -22.00 |
| Office Maintenance | 0.00 | 0.00 | 0.00 |
| Digital mapping | 0.00 | 150.00 | 150.00 |
| Parish Office business rates | 101.05 | 101.05 | 0.00 |
| Parish Office rent | 83.33 | 83.33 | 0.00 |
| Office Miscellaneous | 0.00 | 20.00 | 20.00 |
| Office costs | 733.32 | 897.15 | 163.83 |
| LNP Costs incl Cost of Democracy | 124.00 | 0.00 | -124.00 |
| Green Maintenance | 1,178.86 | 1,198.44 | 19.58 |
| Tree Maintenance and Care | 0.00 | 380.00 | 380.00 |
| Street cleansing | 1,478.84 | 1,598.00 | 119.16 |
| Refuse collection bins & dog bins | 371.00 | 313.68 | -57.32 |
| Chapel Business Rates | 135.15 | 135.15 | 0.00 |
| All cemetery management | 0.00 | 0.00 | 0.00 |
| Play equipment | 0.00 | 0.00 | 0.00 |
| Street Cleaning and Green Maint | 3,163.84 | 3,625.26 | 461.42 |
| Street furniture | 400.00 | 200.00 | -200.00 |
| Street Lighting energy | 530.00 | 530.00 | 0.00 |
| PWLB interest | 87.53 | 85.00 | -2.53 |
| Public Realm | 1,017.53 | 815.00 | -202.53 |
| Church Street energy | 83.29 | 122.04 | 38.75 |
| Church Street water | 0.00 | 0.00 | 0.00 |
| Church St Toilets Business Rates | 67.37 | 67.37 | 0.00 |
| Prentice St Water | 0.00 | 0.00 | 0.00 |
| Prentice St non EV energy | 40.45 | 40.26 | -0.19 |
| Donation Points | 194.05 | 37.70 | -156.36 |
| Washroom Cleaning & Consumables | 771.45 | 707.11 | -64.34 |
| Washroom Minor Maintenance | 110.00 | 288.75 | 178.75 |
| Miscellaneous | 0.00 | 0.00 | 0.00 |
| Toilet Costs | 1,266.61 | 1,263.22 | -3.39 |
| Water Street green maintenance | 48.29 | 96.85 | 48.56 |
| Water Street Business Rates | 216.23 | 216.23 | 0.00 |
| Water St | 264.53 | 313.08 | 48.56 |
| Small Grants (combined) | 375.00 | 0.00 | -375.00 |
| Christmas trees/lighting | 0.00 | 0.00 | 0.00 |
| Xmas Eve Community Carols | 0.00 | 0.00 | 0.00 |
| 1st Meadow summer facilities | 0.00 | 0.00 | 0.00 |
| Misc | 0.00 | 0.00 | 0.00 |
| Bellward Award | 0.00 | 0.00 | 0.00 |
| Community Events including Grants | 375.00 | 0.00 | -375.00 |
| EV Costs | 179.72 | 50.00 | -129.72 |
| Sinking Fund | 1,000.00 | 1,000.00 | 0.00 |
| Contingency | 0.00 | 166.67 | 166.67 |
| Total Expenses | 15,937.58 | 12,130.38 | -3,807.20 |
| Surplus/(deficit) | -3,658.27 | 197.04 | -3,855.31 |

| | | | |
|-----------------------------------|-----------|-----------------|-----------|
| Precept | 0.00 | | |
| Babergh Cleansing Grant | 18.02 | Legal Fees | -3,800.00 |
| Burial Fees | -388.00 | | |
| Car Park and Toilet Donations | -16.03 | Everything Else | -55.31 |
| Other Donations | -60.00 | | |
| EV Charging Income | 197.90 | | |
| Interest Received | 200.00 | | |
| Management Costs | -3,813.04 | | |
| Office costs | 163.83 | | |
| LNP including Costs of Democracy | -124.00 | | |
| Street Cleaning and Green Maint | 461.42 | | |
| Public Realm | -202.53 | | |
| Toilet Costs | -3.39 | | |
| Water St | 48.56 | | |
| Community Events including Grants | -375.00 | | |
| EV Costs | -129.72 | | |
| Contingency | 166.67 | | |
| | -3,855.31 | | -3,855.31 |



| | | Mar 25 | Apr 25 | Increase/(decrease) | Notes | | |
|-------------------------|-------------|-------------|-------------|---------------------|---|--------------------------------|-------------|
| Fixed Assets | | 146,934.44 | 146,934.44 | 0.00 | No change | | |
| Debtors | | 0.00 | 0.00 | 0.00 | No change | | |
| Accrued Income | | 1,821.01 | 2,238.46 | 417.45 | No Babergh Cleaning Grant received for 2025/26 as yet | | |
| Prepayments | | 1,095.98 | 7,010.80 | 5,914.82 | Mainly Business Rates and Insurance | | |
| VAT Refunds | | 3,926.07 | 1,353.36 | -2,572.71 | Playquip and Suffolk Street Lights VAT now recovered | | |
| | | 6,843.06 | 10,602.62 | 3,759.56 | | | |
| Cash at Bank | Bus Prem | 394,845.94 | 424,573.49 | | | | |
| | Current Acc | 3,242.82 | 4,233.80 | | | | |
| | | 398,088.76 | 428,807.29 | 30,718.53 | Precept for half year received | Closing Cash | 428,807.29 |
| Trade Creditors | | -21,393.91 | -7,933.58 | -13,460.33 | Playquip and Suffolk Street Lights VAT now paid | | |
| Accruals | | -16,511.59 | -16,136.61 | -374.98 | Insignificant change | Deferred Income | -50,971.67 |
| Deferred Income | | 0.00 | -50,971.67 | 50,971.67 | Precept for half year received | Suffolk CC | -129,600.30 |
| Lights Creditor | | -129,600.30 | -129,600.30 | 0.00 | No change | ncil | -62,812.24 |
| | | -167,505.80 | -204,642.15 | 37,136.36 | | | 185,423.08 |
| Loans | | -66,059.55 | -66,059.55 | 0.00 | Capital Repayments made | Less Sinking Fund Cash | -47,995.64 |
| Net Assets | | 318,300.91 | 315,642.64 | -2,658.27 | | | 137,427.44 |
| General Funds | | 195,927.66 | 192,269.40 | -3,658.27 | The deficit YTD | Annual Spend excl Sinking Fund | 145,245.73 |
| Ballot Fund | | 4,800.00 | 4,800.00 | 0.00 | No change | Cover | 11.4 Months |
| 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 | | 46,995.64 | 47,995.64 | 1,000.00 | Being increased by £1,000 per month | | |
| NCIL | | 62,812.24 | 62,812.24 | 0.00 | No change | | |
| Total Reserves | | 318,300.91 | 315,642.64 | -2,658.27 | | | |
| Imbalance | | 0.00 | 0.00 | 0.00 | | | |

Current


| | | |
|------------|---|------------|
| 31/03/2025 | Balance Brought Forward | 3,242.82 |
| 04/04/2025 | Supplier Payment: Signomatic | -189.78 |
| 07/04/2025 | Transfer from Deposit Account | 35,000.00 |
| 07/04/2025 | NEST: Pension Contributions | -174.33 |
| 07/04/2025 | Toilet Donations: Card | 13.30 |
| 08/04/2025 | Grant: Lavenham Woodland Project | -2,500.00 |
| 08/04/2025 | Supplier Payment: Infinity Cleaning | -854.36 |
| 08/04/2025 | Supplier Payment: Pear Technology | -180.00 |
| 08/04/2025 | Supplier Payment: Onsite IT | -77.76 |
| 08/04/2025 | Supplier Payment: Command Pest Control | -246.00 |
| 08/04/2025 | Supplier Payment: Village Hall | -66.00 |
| 08/04/2025 | Supplier Payment: Paul Holland | -90.00 |
| 08/04/2025 | Supplier Payment Bartletts Trees | -456.00 |
| 08/04/2025 | Supplier Payment Bartletts Trees | -480.00 |
| 08/04/2025 | Supplier Payment: JPB Landscapes | -2,109.34 |
| 08/04/2025 | HMRC: PAYE | -2,490.63 |
| 08/04/2025 | Andrew Smith March Net Wages | -2,368.92 |
| 08/04/2025 | Supplier Payment: Babergh District Council Business Rates | -1,621.75 |
| 08/04/2025 | Supplier Payment: Babergh District Council Business Rates | -2,020.95 |
| 08/04/2025 | Supplier Payment: Babergh District Council Business Rates | -2,594.80 |
| 08/04/2025 | Supplier Payment: Suffolk County Council: Lampshade | -485.53 |
| 08/04/2025 | Supplier Payment: Suffolk County Council: Annual Charge | -4,776.94 |
| 08/04/2025 | Supplier Payment: Playquip | -11,238.00 |
| 08/04/2025 | Toilet Donations: Cash | 100.00 |
| 08/04/2025 | Supplier Payment: British Gas | -209.86 |
| 10/04/2025 | EV Revenue: Fuuse | 257.26 |
| 10/04/2025 | Burial Income: Deacons | 1,060.00 |
| 10/04/2025 | Supplier Payment: British Gas | -85.13 |
| 11/04/2025 | Supplier Payment: British Gas | -38.99 |
| 14/04/2025 | Toilet Donations: Cash | 65.00 |
| 14/04/2025 | Toilet Donations: Card | 11.40 |
| 16/04/2025 | Supplier Payment: Mutts Butts | -165.70 |
| 22/04/2025 | Supplier Payment: BT | -86.60 |
| 22/04/2025 | Supplier Payment: EE | -14.11 |
| 23/04/2025 | Toilet Donations: Card | 9.50 |
| 24/04/2025 | Toilet Donations: Cash | 51.00 |
| 28/04/2025 | Supplier Payment: Paya Go Cardless | -43.08 |
| 28/04/2025 | Toilet Donations: Card | 8.07 |
| 29/04/2025 | Supplier Payment: HP Inks | -11.99 |
| 29/04/2025 | Burial Income: Halstead Memorial | 92.00 |
| 30/04/2025 | Balance Carried Forward | 4,233.80 |
| 30/04/2025 | Per Bank Statement | 4,233.80 |
| | | 0.00 |

Premium

| | | |
|------------|-----------------------------|------------|
| 31/03/2025 | Balance Brought Forward | 394,845.94 |
| 07/04/2025 | Transfer to Current Account | -35,000.00 |
| 10/04/2025 | HMRC: VAT Refund | 3,561.55 |
| 14/04/2025 | Babergh: Precept | 61,166.00 |
| 30/04/2025 | Balance Carried Forward | 424,573.49 |
| 30/04/2025 | Per Bank Statement | 424,573.49 |
| | | 0.00 |

| | | | |
|------------|--|-----------|-----------|
| 02/05/2025 | 208350 20567116 FT 208350 20567116 FT | £5,000.00 | £9,233.80 |
| 29/04/2025 | Counter Credit Halstead Memorial CEM. BARTLE BGC | £92.00 | £4,233.80 |
| 29/04/2025 | Debit HPI INSTANT INK UK ON 29 APR BDC | -£11.99 | £4,141.80 |
| 28/04/2025 | Direct Debit GOCARDLESS CORNERSTONEM-HNTFP DD R | -£43.08 | £4,153.79 |
| 28/04/2025 | Counter Credit CHARITIES TRUST CP14679 BGC | £8.07 | £4,196.87 |

Recent transactions

|  Business Premium ME 20-83-50 20567116 | | £419,573.49 Last night's balance £424,573.49 | | |
|---|--------------------|--|-------------|-------------|
| Date | Description | Money in | Money out | Balance |
| Fri, 02 May 25 | 208350 00567094 FT | | -£5,000.00 | £419,573.49 |
| Mon, 14 Apr 25 | BABERGH PAYMENTS | + £61,166.00 | | £424,573.49 |
| Thu, 10 Apr 25 | HMRC VTR | + £3,561.55 | | £363,407.49 |
| Mon, 07 Apr 25 | 208350 00567094 FT | | -£35,000.00 | £359,845.94 |

[View all transactions](#)

424,573.49

Report concerning uses of RFO Power to procure services

Background:

- a) Lavenham Parish Council: Standing Financial Regulations April 2025 4.4 says:

‘In cases where expenditure is required for the safety of the public or proper functioning of the Council the RFO may authorise revenue expenditure on behalf of the Council which in the his/her judgement it is necessary to carry out subject to a monthly limit of £1,500.00. The RFO shall, where practicable, seek the prior approval of the Chair for such expenditure and report such action to the Chair as soon as possible and to the Council as soon as practicable thereafter with the matter included in the minutes of the next Council meeting.’

- b) At its meeting held on 3rd April 2025 Council passed the motion below:

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.

Subsequent Events:

Drain

The Repairs to the drain were carried out by Drain Doctor on Monday 19th May 2025.

Car park closure was agreed with and was carried out by Babergh District Council.

Babergh District Council insisted on hot tarmac rather than cold tarmac being used for the repair.

This raised the cost to £1,360.50 plus VAT. The Clerk used his power under Regulation 4.4 to make the increased payment. The Clerk consulted with the Chair and another Councillor.

Village poll concerning the 20 mph scheme

On 20th May 2025 Babergh Council advised the Parish Council that the village poll will be held on Thursday 24th June 2025, the last possible date to hold the poll.

The polling station will be the Village Hall, the hours of poll will be 1600 to 2100 hrs, voting will be in person only.

Babergh Council will not be sending out polling cards.

The Clerk prepared the attached notice to bring the poll to the attention of residents and is in the process of organising the printing of 1,300 of these for distribution throughout the village.

The cost of printing will be less than £100.

The Clerk consulted with the Chair and all Councillors with respect to both the design and printing of the notice.



Parish Poll: Lavenham 20 mph Scheme

Make your vote count on Tuesday June 24

Voting from 4pm until 9pm

What is the question being asked on the ballot paper?

'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)'

When and where is the Poll?

Tuesday 24th June 2025 4pm to 9pm in the Village Hall.

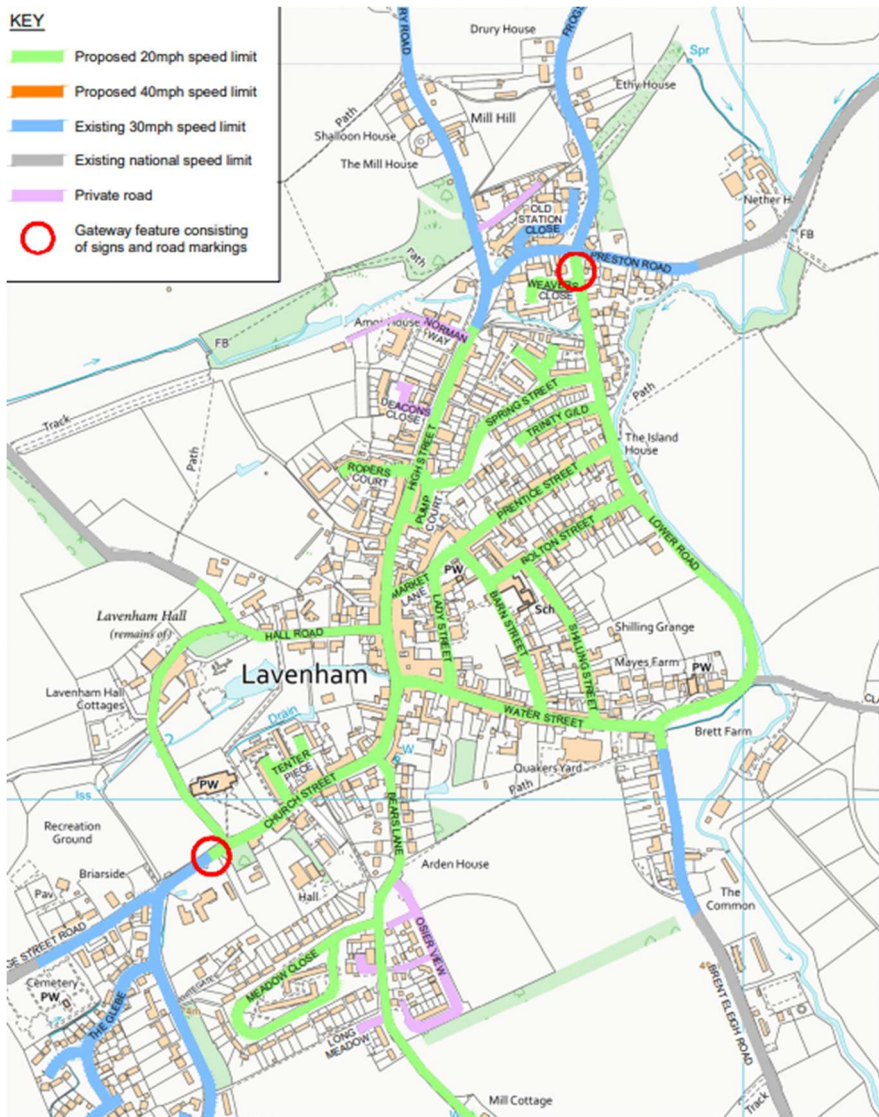
Can I vote by post and will I get a polling card in the post?

Polling cards will not be sent out and voting is in person only.

What does the 20 mph scheme look like?

The map is overleaf. Suffolk Highways have been clear that this is the only scheme on offer. There can be no negotiation.

The detail is on the Parish Council website: www.lavenham-pc.gov.uk/



The 40mph limit is proposed to be on the Sudbury Rd, south of Lavenham, the first 575 metres of the current 60 mph speed limit zone.

The Parish Council has committed to take full account of the Poll. The law forbids the Poll to be binding.

Annual Governance and Accountability Return including Internal Auditor reports.

Background:

Council is required to:

- a) Submit an Annual Governance and Accountability Return (AGAR) together with various supporting schedules
- b) Commission a review of the AGAR and the Councils underlying financial and accounting processes by an Internal Auditor.
- c) Publish the AGAR

List of Documents tabled:

- a) Annual Internal Audit Report which must be filed as part of AGAR
- b) Detailed Internal Audit Report.
- c) Section 1 of AGAR Return.
- d) Section 2 of AGAR Return.
- e) Confirmation of period for the exercise of Public Rights
- f) AGAR Support Schedule.
- g) Explanation of differences (variances) between 2023/24 and 2024/25 AGAR.
- h) Fixed Assets Register
- i) Reconciliation of Reserves per AGAR to Cash per AGAR.
- j) Bank Reconciliation. Reconciling AGAR to Bank Statements.

Executive Summary of Findings and Issues:

The Internal Auditor has made only two comments and they are:

Notice of period for the exercise of public rights
Published – Yes – wrong form used

Recommendation (1): *The council should consider the limits of the Financial Services Compensation Scheme.*

The Financial Services Compensation Scheme covers deposits of up to £85,000. Council has mitigated this risk by banking with a very large bank (Barclays) but should reduce this risk by finalising and paying Suffolk County Council for the streetlights.

Fidelity Insurance (lack of) which was the Internal Auditors comment last year has now been purchased.

Motions: Council is asked to approve, to be voted on separately, the:

- a) **Internal Audit Reports**
- b) **Section 1 of the AGAR (The Governance Statement)**
- c) **Section 2 of the AGAR (The Accounting Statement)**
- d) **The Supporting schedules to the AGAR**
- e) **The exercise period for public rights.**

Annual Internal Audit Report 2024/25

Lavenham Parish Council

www.lavenham-pc.gov.uk

PUBLICLY AVAILABLE WEBSITE/WEBPAGE ADDRESS

During the financial year ended 31 March 2025, this authority's internal auditor acting independently and on the basis of an assessment of risk, carried out a selective assessment of compliance with the relevant procedures and controls in operation and obtained appropriate evidence from the authority.

The internal audit for 2024/25 has been carried out in accordance with this authority's needs and planned coverage. On the basis of the findings in the areas examined, the internal audit conclusions are summarised in this table. Set out below are the objectives of internal control and alongside are the internal audit conclusions on whether, in all significant respects, the control objectives were being achieved throughout the financial year to a standard adequate to meet the needs of this authority.

| Internal control objective | Yes | No* | Not covered** |
|--|-----|-----|---------------|
| A. Appropriate accounting records have been properly kept throughout the financial year. | ✓ | | |
| B. This authority complied with its financial regulations, payments were supported by invoices, all expenditure was approved and VAT was appropriately accounted for. | ✓ | | |
| C. This authority assessed the significant risks to achieving its objectives and reviewed the adequacy of arrangements to manage these. | ✓ | | |
| D. The precept or rates requirement resulted from an adequate budgetary process; progress against the budget was regularly monitored; and reserves were appropriate. | ✓ | | |
| E. Expected income was fully received, based on correct prices, properly recorded and promptly banked; and VAT was appropriately accounted for. | ✓ | | |
| F. Petty cash payments were properly supported by receipts, all petty cash expenditure was approved and VAT appropriately accounted for. | | | NONE HELD |
| G. Salaries to employees and allowances to members were paid in accordance with this authority's approvals, and PAYE and NI requirements were properly applied. | ✓ | | |
| H. Asset and investments registers were complete and accurate and properly maintained. | ✓ | | |
| I. Periodic bank account reconciliations were properly carried out during the year. | ✓ | | |
| J. Accounting statements prepared during the year were prepared on the correct accounting basis (receipts and payments or income and expenditure), agreed to the cash book, supported by an adequate audit trail from underlying records and where appropriate debtors and creditors were properly recorded. | ✓ | | |
| K. If the authority certified itself as exempt from a limited assurance review in 2023/24, it met the exemption criteria and correctly declared itself exempt. (If the authority had a limited assurance review of its 2023/24 AGAR tick "not covered") | | | ✓ |
| L. The authority published the required information on a website/webpage up to date at the time of the internal audit in accordance with the relevant legislation. | ✓ | | |
| M. In the year covered by this AGAR, the authority correctly provided for a period for the exercise of public rights as required by the Accounts and Audit Regulations (during the 2024-25 AGAR period, were public rights in relation to the 2023-24 AGAR evidenced by a notice on the website and/or authority approved minutes confirming the dates set). | ✓ | | |
| N. The authority has complied with the publication requirements for 2023/24 AGAR (see AGAR Page 1 Guidance Notes). | ✓ | | |

| O. (For local councils only) | Yes | No | Not applicable |
|---|-----|----|----------------|
| Trust funds (including charitable) – The council met its responsibilities as a trustee. | | | ✓ |

For any other risk areas identified by this authority adequate controls existed (list any other risk areas on separate sheets if needed).

Date(s) internal audit undertaken

Name of person who carried out the internal audit

DD/MM/YYYY

08/05/2025

DD/MM/YYYY

D Crimmin on behalf of Heelis & Lodge

Signature of person who carried out the internal audit



Date

08/05/2025

*If the response is 'no' please state the implications and action being taken to address any weakness in control identified (add separate sheets if needed).

**Note: If the response is 'not covered' please state when the most recent internal audit work was done in this area and when it is next planned; or, if coverage is not required, the annual internal audit report must explain why not (add separate sheets if needed).

HEELIS&LODGE

Local Council Services • Internal Audit

Internal Audit Report for Lavenham Parish Council – 2024/2025

The following Internal Audit was carried out on the adequacy of systems of control in accordance with the requirements of the Audit and Accounts Regulations 2015 and the guidance and instruction in the Practitioners Guide 2024. The following recommendations/comments have been made:

Income: £201,804 Expenditure: £188,623 Ear Reserves: £122,373 General: £195,928

AGAR 2024 / 2025 Completion:

Section One: [Not submitted](#)

Section Two: [Not submitted](#)

Annual Internal Audit Report 2024 / 2025: [Yes](#)

Certificate of Exemption: [No](#)

Proper book-keeping Cash Book, regular reconciliation of books and bank statements. Supporting vouchers, invoices and receipts

All were found to be in order. VAT payments are tracked and identified within the year-end accounts.

The cashbook is referenced providing a clear audit trail. Supporting paperwork is in place and well referenced.

Financial regulations Standing Orders and Financial Regulations
Tenders
Appropriate payment controls including acting within the legal framework with reference to council minutes
Identifying VAT payments and reclamation
Cheque books, paying in books and other relevant documents

Standing Orders in place: [Yes](#)

Reviewed: [6th March 2025 \(Ref: 11\).](#)

Financial Regulations in place: [Yes](#)

Reviewed: [8th August 2024 \(Ref: 13\) & 6th March 2025 \(Ref: 11\).](#)

VAT reclaimed during the year: [Yes](#)

Registered: [No](#)

General Power of Competence: [No](#)

Policy Review Schedule in place: [No](#)

Tenders for the Green Maintenance and Street Cleaning contracts have been advertised on the Contract Finders website on the 9th January 2025.

Contact details : 1 Hembling Terrace, Mill Lane, Campsea Ashe, Suffolk IP13 0PP

Tel: 07732 681125

Email: heather@heelis.eu

Heather Heelis Dip HE Local Policy PILCM

Lynne Lodge Dip HE Local Policy

Risk Assessment

Appropriate procedures in place for the activities of the council
Compliance with Data Protection regulations

Risk Assessment document in place: Yes

Data Protection registration: Yes – ZB424319 Expiry 27/10/25

Data Protection

The General Data Protection Regulations have changed and the new Regulations came into force on 25 May 2018. It is likely that this will affect the way in which the Council handles its data. Due to the financial risk associated with the General Data Protection Regulations, the Council have included this in their Risk Assessment.

Privacy Policy published: Yes

Insurance was in place for the year of audit. The Risk Assessment was reviewed at a meeting held on 6th March 2025 (Ref: 11).

Statement of Internal Controls in place: Yes

The Council have good internal financial controls in place. The Clerk provides financial reports to council meetings. Councillors are provided with information to enable them to make informed decisions.

The annual play area inspection has been undertaken during the year as meeting on 3rd October 2024 (Ref: 13) notes.

Fidelity Cover: £500,000

The level of Fidelity cover is within the recommended guidelines of year-end balances plus 50% of the precept.

Transparency

Under the **Transparency code for smaller authorities**, smaller councils with income/expenditure under £25,000 should publish on their website from 1 April 2015:

Smaller Council: **No**

Website: www.lavenham.gov.uk

The Council is not subject to the requirements of the Transparency Code for smaller Councils. The Transparency Code for Councils with a turnover exceeding £200,000 is not covered as part of the Internal Audit.

Under **The Accounts & Audit Regulations 2015 13(1a&b)** councils must publish on their website:

Statement of Accounts, External Audit report and Annual Governance statement.

2024 Annual Return, Section One Published – Yes

2024 Annual Return, Section Two Published – Yes

2024 Annual Return, Section Three Published – Yes

Under the requirements of the **Accounts and Audit Regulations 2015 13(2b)** a council is required to display AGAR's for the five years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24 on their website. The council has complied with this requirement.

Under **The Accounts & Audit Regulations 2015 15(2b)** councils must publish on their website:

Notice of period for the exercise of public rights

Published – Yes – wrong form used

Period of Exercise of Public Rights

Publication Date:???? Start Date: 03/06/2024 End Date: 12/07/2024

Budgetary controls

Verifying the budgetary process with reference to council minutes and supporting documents

Precept: £119,000 (2024 / 2025) Date: 14th December 2023 (Ref: 14a).

Precept: £122,332 (2025 / 2026) Date: 5th December 2024 (Ref: 9)

Good budgetary procedures are in place. The precept was agreed in full council and the precept decision and amount has been clearly minuted. The Clerk ensures the council are aware of responsibilities, commitments, forward planning and the need for adequate reserves. Budget papers are prepared to ensure councillors have sufficient information to make informed decisions. Budgets are monitored during the year.

| | |
|-------------------------|---|
| Income controls | <p>Precept and other income, including credit control mechanisms</p> <p><i>All were found to be in order. Income controls were checked and income received and banked cross-referenced with the Cash Book and bank statements.</i></p> |
| Petty Cash | <p>Associated books and established system in place</p> <p><i>A satisfactory expenses system is in place with supporting paperwork. No Petty Cash held.</i></p> |
| Payroll controls | <p>PAYE and NIC in place where necessary. Compliance with Inland Revenue procedures Records relating to contracts of employment</p> <p>PAYE System in place: Yes – Seago & Stopps Employer PAYE Reference: 475/KA60482 P60's issued: Yes</p> <p><i>The Council continue to operate RTI in accordance with HMRC regulations. Payroll is outsourced. All supporting paperwork is in place and a P60 has been produced as part of the year-end process.</i></p> <p><i>Eligible employees have joined the nominated pension scheme. The last date of re-declaration of compliance was 27th February 2023. The next due date is 1st November 2025 .</i></p> <p><i>It is noted that the Council undertook a review of salaries at a meeting held on 6th June 2024 (Ref: 13) & 7th November 2024 (Ref: 10).</i></p> |
| Asset control | <p>Inspection of asset register and checks on existence of assets Cross-checking on insurance cover</p> <p><i>A separate asset register is in place. Values are recorded at cost value. The total value of assets is recorded at £694,079. The figure in the asset register corresponds with the figure in Section 2, Box 9 of the AGAR.</i></p> |

| | | | | | |
|----------------------------------|--|---------------------------|-------------------|-------------------------|--------------------|
| Bank Reconciliation | <p>Regularly completed and cash books reconcile with bank statements</p> <p><i>All were in order. Bank Reconciliations are carried out regularly. The bank statements reconciled with the end of year accounts and bank reconciliations for all accounts.</i></p> <p><i>Reconciled Bank Balances were confirmed as:</i></p> <table> <tr> <td><i>Barclays Community</i></td><td><i>£ 3,242.82</i></td></tr> <tr> <td><i>Barclays Premium</i></td><td><i>£394,845.94</i></td></tr> </table> <p><i>The council has an outstanding debt of £66,059.55 with the PWLB.</i></p> <p><i>Recommendation (1):</i> <i>The council should consider the limits of the Financial Services Compensation Scheme.</i></p> | <i>Barclays Community</i> | <i>£ 3,242.82</i> | <i>Barclays Premium</i> | <i>£394,845.94</i> |
| <i>Barclays Community</i> | <i>£ 3,242.82</i> | | | | |
| <i>Barclays Premium</i> | <i>£394,845.94</i> | | | | |
| Reserves | <p>General Reserves are reasonable for the activities of the Council Earmarked Reserves are identified</p> <p><i>The Council have adequate general reserves (£195,928) and have identified earmarked reserves of £122,373 in their year-end accounts.</i></p> | | | | |
| Year-end procedures | <p>Appropriate accounting procedures are used and can be followed through from working papers to final documents Verifying sample payments and income Checking creditors and debtors where appropriate.</p> <p><i>End-of-year accounts are prepared on an Income & Expenditure basis. Creditors and Debtors are identified within the year-end accounts.</i></p> | | | | |
| Sole Trustee | <p>The Council has met its responsibilities as a trustee</p> <p><i>The Council is not a sole trustee.</i></p> | | | | |
| Internal Audit Procedures | <p><i>The 2024 Internal Audit report was considered by the Council at a meeting held on 9th May 2024 (Ref: 12f).</i></p> <p><i>A review of the effectiveness of the Internal Audit was carried out on 9th May 2024 (Ref: 12f).</i></p> <p><i>Heelis & Lodge were appointed as Internal Auditor at a meeting held on 6th March 2025 (Ref: 11).</i></p> | | | | |

External Audit

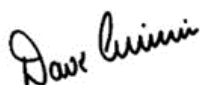
The Council formally approved the 2024 AGAR at a meeting of the full Council held on 9th May 2024 (Ref: 12f).

The External Auditor's report was considered at a meeting held on 5th September 2024 (Ref: 12).

There were no matters arising from the External Audit.

Additional Comments/Recommendations

- The Annual Parish Council meeting was held on 9th May 2024. The first item of business was the Election of Chairman, in accordance with Standing Orders.
- There are no additional comments/recommendations to make in relation to this audit.
- I would like to record my appreciation to the Clerk to the Council for his assistance during the course of the audit work and for the high quality of documentation presented in the Audit File.



Dave Crimmin PSLCC

Heelis & Lodge

8th May 2025

HEELIS&LODGE

Local Council Services • Internal Audit

www.heelisandlodge.co.uk

INVOICE

To:

| |
|-------------------------|
| Lavenham Parish Council |
|-------------------------|

| |
|--------------------------------|
| Invoice No: HLD2433 |
| Date: 8 th May 2025 |

| Details | Quantity | Amount (£) | Total (£) |
|--|----------|------------|-----------|
| To carry out the Year-end Internal Audit for Lavenham Parish Council for the year ended 31 March 2025. | 1 | 400.00 | 400.00 |
| Total | | | 400.00 |

Please make cheques payable to: Heelis & Lodge

Bank Details: Account 02539349 Sort Code 09-01-50

Terms – 14 days

Thank you.

HEELIS&LODGE

Contact details : 1 Hembling Terrace, Mill Lane, Campsea Ashe, Suffolk IP13 0PP
Tel: 07732 681125
Email: heather@heelis.eu

Heather Heelis Dip HE Local Policy PILCM
Lynne Lodge Dip HE Local Policy

Section 1 – Annual Governance Statement 2024/25

We acknowledge as the members of:

LAVENHAM

our responsibility for ensuring that there is a sound system of internal control, including arrangements for the preparation of the Accounting Statements. We confirm, to the best of our knowledge and belief, with respect to the Accounting Statements for the year ended 31 March 2025, that:

| | Agreed | | |
|---|--------|-----|--|
| | Yes | No* | |
| 1. We have put in place arrangements for effective financial management during the year, and for the preparation of the accounting statements. | ✓ | | <i>prepared its accounting statements in accordance with the Accounts and Audit Regulations.</i> |
| 2. We maintained an adequate system of internal control including measures designed to prevent and detect fraud and corruption and reviewed its effectiveness. | ✓ | | <i>made proper arrangements and accepted responsibility for safeguarding the public money and resources in its charge.</i> |
| 3. We took all reasonable steps to assure ourselves that there are no matters of actual or potential non-compliance with laws, regulations and Proper Practices that could have a significant financial effect on the ability of this authority to conduct its business or manage its finances. | ✓ | | <i>has only done what it has the legal power to do and has complied with Proper Practices in doing so.</i> |
| 4. We provided proper opportunity during the year for the exercise of electors' rights in accordance with the requirements of the Accounts and Audit Regulations. | ✓ | | <i>during the year gave all persons interested the opportunity to inspect and ask questions about this authority's accounts.</i> |
| 5. We carried out an assessment of the risks facing this authority and took appropriate steps to manage those risks, including the introduction of internal controls and/or external insurance cover where required. | ✓ | | <i>considered and documented the financial and other risks it faces and dealt with them properly.</i> |
| 6. We maintained throughout the year an adequate and effective system of internal audit of the accounting records and control systems. | ✓ | | <i>arranged for a competent person, independent of the financial controls and procedures, to give an objective view on whether internal controls meet the needs of this smaller authority.</i> |
| 7. We took appropriate action on all matters raised in reports from internal and external audit. | ✓ | | <i>responded to matters brought to its attention by internal and external audit.</i> |
| 8. We considered whether any litigation, liabilities or commitments, events or transactions, occurring either during or after the year-end, have a financial impact on this authority and, where appropriate, have included them in the accounting statements. | ✓ | | <i>disclosed everything it should have about its business activity during the year including events taking place after the year end if relevant.</i> |
| 9. (For local councils only) Trust funds including charitable. In our capacity as the sole managing trustee we discharged our accountability responsibilities for the fund(s)/assets, including financial reporting and, if required, independent examination or audit. | Yes | No | N/A |
| | | | ✓ |

***Please provide explanations to the external auditor on a separate sheet for each 'No' response and describe how the authority will address the weaknesses identified. These sheets must be published with the Annual Governance Statement.**

This Annual Governance Statement was approved at a meeting of the authority on:

and recorded as minute reference:

Signed by the Chair and Clerk of the meeting where approval was given:

Chair

Clerk

lavenham-pc.gov.uk

Section 2 – Accounting Statements 2024/25 for

LAVENHAM

| | Year ending | | Notes and guidance |
|---|-----------------------|-----------------------|---|
| | 31 March 2024 £ | 31 March 2025 £ | |
| 1. Balances brought forward | 184,821 | 229,707 | Total balances and reserves at the beginning of the year as recorded in the financial records. Value must agree to Box 7 of previous year. |
| 2. (+) Precept or Rates and Levies | 110,100 | 119,000 | Total amount of precept (or for IDBs rates and levies) received or receivable in the year. Exclude any grants received. |
| 3. (+) Total other receipts | 118,739 | 83,823 | Total income or receipts as recorded in the cashbook less the precept or rates/levies received (line 2). Include any grants received. |
| 4. (-) Staff costs | 40,702 | 41,936 | Total expenditure or payments made to and on behalf of all employees. Include gross salaries and wages, employers NI contributions, employers pension contributions, gratuities and severance payments. |
| 5. (-) Loan interest/capital repayments | 7,520 | 7,520 | Total expenditure or payments of capital and interest made during the year on the authority's borrowings (if any). |
| 6. (-) All other payments | 135,731 | 145,648 | Total expenditure or payments as recorded in the cashbook less staff costs (line 4) and loan interest/capital repayments (line 5). |
| 7. (=) Balances carried forward | 229,707 | 237,426 | Total balances and reserves at the end of the year. Must equal (1+2+3) - (4+5+6). |
| 8. Total value of cash and short term investments | 384,908 | 398,089 | The sum of all current and deposit bank accounts, cash holdings and short term investments held as at 31 March – To agree with bank reconciliation. |
| 9. Total fixed assets plus long term investments and assets | 665,492 | 694,079 | The value of all the property the authority owns – it is made up of all its fixed assets and long term investments as at 31 March. |
| 10. Total borrowings | 72,452 | 66,060 | The outstanding capital balance as at 31 March of all loans from third parties (including PWLB). |

| For Local Councils Only | Yes | No | N/A | |
|--|-----|----|-----|---|
| 11a. Disclosure note re Trust funds (including charitable) | | | | The Council, as a body corporate, acts as sole trustee and is responsible for managing Trust funds or assets. |
| 11b. Disclosure note re Trust funds (including charitable) | | | ✓ | The figures in the accounting statements above exclude any Trust transactions. |

I certify that for the year ended 31 March 2025 the Accounting Statements in this Annual Governance and Accountability Return have been prepared on either a receipts and payments or income and expenditure basis following the guidance in Governance and Accountability for Smaller Authorities – a Practitioners' Guide to Proper Practices and present fairly the financial position of this authority.

Signed by Responsible Financial Officer before being presented to the authority for approval

Date

I confirm that these Accounting Statements were approved by this authority on this date:

as recorded in minute reference:

Signed by Chair of the meeting where the Accounting Statements were approved

Smaller authority name: **Lavenham**

**NOTICE OF PUBLIC RIGHTS AND PUBLICATION
OF UNAUDITED ANNUAL GOVERNANCE &
ACCOUNTABILITY RETURN**

ACCOUNTS FOR THE YEAR ENDED 31 MARCH 2025

**Local Audit and Accountability Act 2014 Sections 26 and 27
The Accounts and Audit Regulations 2015 (SI 2015/234)**

| NOTICE | NOTES |
|--|--|
| <p>1. Date of announcement __Monday 9 June 2025____(a)</p> <p>2. Each year the smaller authority's Annual Governance and Accountability Return (AGAR) needs to be reviewed by an external auditor appointed by Smaller Authorities' Audit Appointments Ltd. The unaudited AGAR has been published with this notice. As it has yet to be reviewed by the appointed auditor, it is subject to change as a result of that review.</p> <p>Any person interested has the right to inspect and make copies of the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records must be made available for inspection by any person interested. For the year ended 31 March 2025, these documents will be available on reasonable notice by application to:</p> <p>(b) Andrew Smith, Clerk and Responsible Financial Officer 01787 247041 andrew.smith@lavenham-pc.gov.uk</p> <p>commencing on (c) __Tuesday 10 June 2025 _____</p> <p>and ending on (d) __Monday 21 July 2025 _____</p> <p>3. Local government electors and their representatives also have:</p> <ul style="list-style-type: none">• The opportunity to question the appointed auditor about the accounting records; and• The right to make an objection which concerns a matter in respect of which the appointed auditor could either make a public interest report or apply to the court for a declaration that an item of account is unlawful. Written notice of an objection must first be given to the auditor and a copy sent to the smaller authority. <p>The appointed auditor can be contacted at the address in paragraph 4 below for this purpose between the above dates only.</p> <p>4. The smaller authority's AGAR is subject to review by the appointed auditor under the provisions of the Local Audit and Accountability Act 2014, the Accounts and Audit Regulations 2015 and the NAO's Code of Audit Practice 2015. The appointed auditor is:</p> <p>PKF Littlejohn LLP (Ref: SBA Team) 15 Westferry Circus Canary Wharf London E14 4HD (sba@pkf-l.com)</p> <p>5. This announcement is made by (e) Andrew Smith, Responsible Financial Officer</p> | <p>(a) Insert date of placing of the notice which must be not less than 1 day before the date in (c) below</p> <p>(b) Insert name, position and address/telephone number/ email address, as appropriate, of the Clerk or other person to which any person may apply to inspect the accounts</p> <p>(c) Insert date, which must be at least 1 day after the date of announcement in (a) above and at least 30 working days before the date appointed in (d) below</p> <p>(d) The inspection period between (c) and (d) must be 30 working days inclusive and must include the first 10 working days of July.</p> <p>(e) Insert name and position of person placing the notice – this person must be the responsible financial officer for the smaller authority</p> |

LOCAL AUTHORITY ACCOUNTS: A SUMMARY OF YOUR RIGHTS

Please note that this summary applies to all relevant smaller authorities, including local councils, internal drainage boards and 'other' smaller authorities.

The basic position

The [Local Audit and Accountability Act 2014](#) (the Act) governs the work of auditors appointed to smaller authorities. This summary explains the provisions contained in Sections 26 and 27 of the Act. The Act and the [Accounts and Audit Regulations 2015](#) also cover the duties, responsibilities and rights of smaller authorities, other organisations and the public concerning the accounts being audited.

As a local elector, or an interested person, you have certain legal rights in respect of the accounting records of smaller authorities. As an interested person you can inspect accounting records and related documents. If you are a local government elector for the area to which the accounts relate you can also ask questions about the accounts and object to them. You do not have to pay directly for exercising your rights. However, any resulting costs incurred by the smaller authority form part of its running costs. Therefore, indirectly, local residents pay for the cost of you exercising your rights through their council tax.

The right to inspect the accounting records

Any interested person can inspect the accounting records, which includes but is not limited to local electors. You can inspect the accounting records for the financial year to which the audit relates and all books, deeds, contracts, bills, vouchers, receipts and other documents relating to those records. You can copy all, or part, of these records or documents. Your inspection must be about the accounts, or relate to an item in the accounts. You cannot, for example, inspect or copy documents unrelated to the accounts, or that include personal information (Section 26 (6) – (10) of the Act explains what is meant by personal information). You cannot inspect information which is protected by commercial confidentiality. This is information which would prejudice commercial confidentiality if it was released to the public and there is not, set against this, a very strong reason in the public interest why it should nevertheless be disclosed.

When smaller authorities have finished preparing accounts for the financial year and approved them, they must publish them (including on a website). There must be a 30 working day period, called the 'period for the exercise of public rights', during which you can exercise your statutory right to inspect the accounting records. Smaller authorities must tell the public, including advertising this on their website, that the accounting records and related documents are available to inspect. By arrangement you will then have 30 working days to inspect and make copies of the accounting records. You may have to pay a copying charge. The 30 working day period must include a common period of inspection during which all smaller authorities' accounting records are available to inspect. This will be 1-14 July 2025 for 2024/25 accounts. The advertisement must set out the dates of the period for the exercise of public rights, how you can communicate to the smaller authority that you wish to inspect the accounting records and related documents, the name and address of the auditor, and the relevant legislation that governs the inspection of accounts and objections.

The right to ask the auditor questions about the accounting records

You should first ask your smaller authority about the accounting records, since they hold all the details. If you are a local elector, your right to ask questions of the external auditor is enshrined in law. However, while the auditor will answer your questions where possible, they are not always obliged to do so. For example, the question might be better answered by another organisation, require investigation beyond the auditor's remit, or involve disproportionate cost (which is borne by the local taxpayer). Give your smaller authority the opportunity first to explain anything in the accounting records that you are unsure about. If you are not satisfied with their explanation, you can question the external auditor about the accounting records.

The law limits the time available for you formally to ask questions. This must be done in the period for the exercise of public rights, so let the external auditor know your concern as soon as possible. The

advertisement or notice that tells you the accounting records are available to inspect will also give the period for the exercise of public rights during which you may ask the auditor questions, which here means formally asking questions under the Act. You can ask someone to represent you when asking the external auditor questions.

Before you ask the external auditor any questions, inspect the accounting records fully, so you know what they contain. Please remember that you cannot formally ask questions, under the Act, after the end of the period for the exercise of public rights. You may ask your smaller authority other questions about their accounts for any year, at any time. But these are not questions under the Act.

You can ask the external auditor questions about an item in the accounting records for the financial year being audited. However, your right to ask the external auditor questions is limited. The external auditor can only answer 'what' questions, not 'why' questions. The external auditor cannot answer questions about policies, finances, procedures or anything else unless it is directly relevant to an item in the accounting records. Remember that your questions must always be about facts, not opinions. To avoid misunderstanding, we recommend that you always put your questions in writing.

The right to make objections at audit

You have inspected the accounting records and asked your questions of the smaller authority. Now you may wish to object to the accounts on the basis that an item in them is in your view unlawful or there are matters of wider concern arising from the smaller authority's finances. A local government elector can ask the external auditor to apply to the High Court for a declaration that an item of account is unlawful, or to issue a report on matters which are in the public interest. You must tell the external auditor which specific item in the accounts you object to and why you think the item is unlawful, or why you think that a public interest report should be made about it. You must provide the external auditor with the evidence you have to support your objection. Disagreeing with income or spending does not make it unlawful. To object to the accounts you must write to the external auditor stating you want to make an objection, including the information and evidence below and you must send a copy to the smaller authority. The notice must include:

- confirmation that you are an elector in the smaller authority's area;
- why you are objecting to the accounts and the facts on which you rely;
- details of any item in the accounts that you think is unlawful; and
- details of any matter about which you think the external auditor should make a public interest report.

Other than it must be in writing, there is no set format for objecting. You can only ask the external auditor to act within the powers available under the [Local Audit and Accountability Act 2014](#).

A final word

You may not use this 'right to object' to make a personal complaint or claim against your smaller authority. You should take such complaints to your local Citizens' Advice Bureau, local Law Centre or to your solicitor. Smaller authorities, and so local taxpayers, meet the costs of dealing with questions and objections. In deciding whether to take your objection forward, one of a series of factors the auditor must take into account is the cost that will be involved, they will only continue with the objection if it is in the public interest to do so. They may also decide not to consider an objection if they think that it is frivolous or vexatious, or if it repeats an objection already considered. If you appeal to the courts against an auditor's decision not to apply to the courts for a declaration that an item of account is unlawful, you will have to pay for the action yourself.

For more detailed guidance on public rights and the special powers of auditors, copies of the publication [Local authority accounts: A guide to your rights](#) are available from the NAO website.

If you wish to contact your authority's appointed external auditor please write to the address in paragraph 4 of the *Notice of Public Rights and Publication of Unaudited Annual Governance & Accountability Return*.

| | 2023 | 2024 | Mvmt | | 2024 | 2025 | Mvmt |
|------------------------|-------------|---------------|-------------|------------|-------------|---------------|-------------|
| Debtors | 1,990.03 | 5,824.56 | 3,834.53 | | 5,824.56 | 6,843.06 | 1,018.50 |
| Cash | 327,965.35 | 384,908.18 | 56,942.83 | | 384,908.18 | 398,088.76 | 13,180.58 |
| Creditors | -145,133.91 | -161,025.77 | -15,891.86 | | -161,025.77 | -167,505.80 | -6,480.02 |
| AGAR | 184,821.47 | 229,706.96 | 44,885.49 | | 229,706.96 | 237,426.02 | 7,719.06 |
| | | | | | | | |
| | Bank | Debtors/Creds | | | Bank | Debtors/Creds | |
| Precept | 110,100.00 | | 110,100.00 | | 119,000.00 | | 119,000.00 |
| | | | | | | | |
| Cleaning Grant | 8,533.98 | | | | 15,337.14 | | |
| Car Parking Donations | 16,249.00 | | | | 11,205.52 | | |
| Other Donations | 3,948.65 | | | | 644.51 | | |
| Burial Fees | 12,183.00 | | | | 6,525.00 | | |
| Coronation Loan repaid | 1,500.00 | | CIL | | 3,000.00 | | |
| EV Charging Income | 863.65 | | | | 989.40 | | |
| NCIL | 50,703.34 | | | | 20,967.20 | | |
| Interest Received | 4,541.52 | | | | 6,181.36 | | |
| Supplier Refund | 432.34 | | | | 278.40 | | |
| VAT Refund | 15,922.48 | | | | 17,675.48 | | |
| Wayleave Cash received | 26.17 | | | | 0.00 | | |
| Total | 114,904.13 | 3,834.53 | 118,738.66 | | 82,804.01 | 1,018.50 | 83,822.51 |
| | | | | | | | |
| | 225,004.13 | 3,834.53 | 228,838.66 | | 201,804.01 | 1,018.50 | 202,822.51 |
| | | | | | | | |
| Loan Repayments | -7,519.58 | | -7,519.58 | | -7,519.58 | | -7,519.58 |
| Salaries Payments | -36,804.00 | -3,898.09 | -40,702.09 | | -40,494.56 | -1,441.37 | -41,935.93 |
| Supplier Payments | -120,262.72 | -11,993.77 | | | -135,109.29 | -5,038.65 | |
| Number 2 Lady St Grant | -3,000.00 | | | cil passed | -3,000.00 | | |
| Donation Repaid | -475.00 | | -135,731.49 | Grants | -2,500.00 | | -145,647.94 |
| | -168,061.30 | -15,891.86 | -183,953.16 | | -188,623.43 | -6,480.02 | -195,103.45 |
| | | | | | | | |
| | 56,942.83 | -12,057.34 | 44,885.49 | | 13,180.58 | -5,461.52 | 7,719.06 |
| | | | | | | | |
| Per Bank Analysis | 225,083.52 | 79.39 | | | 201,804.01 | 0.00 | |
| Per Bank Analysis | -168,140.69 | -79.39 | | | -188,623.43 | 0.00 | |
| | | 0.00 | | | | 0.00 | |

Explanation of variances – pro forma

Name of smaller authority: Lavenham
County area (local councils and): Suffolk

Insert figures from Section 2 of the AGAR in all Blue highlighted boxes

Next, please provide full explanations, including numerical values, for the following that will be flagged in the green boxes where relevant:

- variances of more than 15% between totals for individual boxes (except variances of less than £200);
- New from 2020/21 onwards: variances of £100,000 or more require explanation regardless of the % variation year on year;

| | 2023/24 £ | 2024/25 £ | Variance £ | Variance % | Explanation Required? | Automatic responses trigger below based on figures input, DO NOT OVERWRITE THESE BOXES | Explanation from smaller authority (must include narrative and supporting figures) |
|---|--------------|--------------|---------------|---------------|--------------------------|---|--|
| 1 Balances Brought Forward | 184,821 | 229,707 | | | | Explanation of % variance from PY opening balance not required - Balance brought forward agrees | |
| 2 Precept or Rates and Levies | 110,100 | 119,000 | 8,900 | 8.08% | NO | | |
| 3 Total Other Receipts | 118,739 | 83,823 | -34,916 | 29.41% | YES | | Neighbourhood Cil received reduced by £30k, no new developments |
| 4 Staff Costs | 40,702 | 41,936 | 1,234 | 3.03% | NO | | |
| 5 Loan Interest/Capital Repayment | 7,520 | 7,520 | 0 | 0.00% | NO | | |
| 6 All Other Payments | 135,731 | 144,778 | 9,047 | 6.67% | NO | | |
| 7 Balances Carried Forward | 229,707 | 238,296 | | | | VARIANCE EXPLANATION NOT REQUIRED | |
| 8 Total Cash and Short Term Investments | 384,908 | 398,089 | | | | VARIANCE EXPLANATION NOT REQUIRED | |
| 9 Total Fixed Assets plus Other Long Term Investments and | 665,492 | 694,079 | 28,587 | 4.30% | NO | | |
| 10 Total Borrowings | 72,452 | 66,060 | -6,392 | 8.82% | NO | | |

Rounding errors of up to £2 are tolerable

Variances of £200 or less are tolerable

H COUNCIL – ASSETS REGISTER 2024/2025

| Description of Asset | Date built/acquired | Purchase cost/ Proxy cost (2010) |
|---|--|---|
| Water Street: Car park EV charging units | Mar-22 | £13,500 |
| Water Street: Barriers, Fencing, Lighting and Brick Wall | Mar-22 | £20,000 |
| Water Street: Clearing of debris, installation of geotextile ground membrane, compacting of surface, gravel etc | Mar-22 | £176,500 |
| Prentice St: Car park EV | Mar-22 | £34,000 £1,000 |
| Toilet Block, Prentice Street car park Concrete base, steel frame timber clad | Aug-21 | £18,887.00 |
| Church St: Toilet Block Fix and Fittings | County Wash £20,658 RD Lane £57,000. County Wash was largely replacement of various RD Lane items. RD Lane work also includes gutting and rebuilding whole building. | £70,000 |
| Church St: Toilet and Office Building | | |
| Church St Donation Card Reader | | £1,000 |
| No 2 Lady Street (ex TIC now community hub) | May-19 | £40,000.00 |
| Cemetery Chapel of Rest (fixtures & fittings) Bridge Street Road, Lavenham | Built 1896/97 | £175.00 |
| Solar panel | 2018 | £1,900 |
| Storage shelving | 2018 | £632.00 |
| Churchyard wall & gates Church Street, Lavenham | Part built/part | £27,000.00 |
| Bus shelter junction Water/Church/High Streets, Lavenham | Built 1975 | £2,280.00 |
| Street Furniture 13 fixed wooden bench seats various locations in Parish + 5 seats 5 noticeboards Seat | various dates 2015 - 2018 2015 – 2018 2019 | £5,254.00 £1,357.00 £4,300.00 £207 |

Notes

£176,500 (Total cost
Water st £210,000)

Remainder of project costs was improvement to a car park owned by Babergh DC

| | | |
|---|----------------------|--------------------------------|
| SID speeding survey equipt. | 2017 | £3,500 |
| Litter bins, dog waste bins, Grit bins | 2015/16 | £1,974.00 |
| Litter bins, dog waste bins | 2016/17/18/19 | £2,842.00 |
| Wooden Footbridge over stream between The Common & First Meadow, Brent Eleigh Road, Lavenham | 2006 | £1,792.00 |
| Village sign, oak & wrought iron corner Preston Road/High Street, Lavenham | 2008 | £15,000.00 |
| Village sign, oak grass area at Tenter Piece, Church Street, Lavenham | 2008 | £5,000.00 |
| Commemorative bronze plaque, US 487 th Bomb Group in brick wall, Market Place | unknown | £5,505.00 |
| Commemorative heavy bronze plaque, 1257 Market Charter in brick wall, Market Place, Lavenham | 2008 | £2,000.00 |
| Water Hydrants x9 various locations | acquired 2010 | £2,114.00 |
| Street Lights (127) various locations in Parish | 2017-2022 | £131,374.29 |
| Christmas Lights | | |
| Beacon | 2018 | £360.00 |
| Children's Play Equipment First Meadow Playing Field Brent Eleigh Road, Lavenham | 2000/2001/2008 | £16,600.00 |
| Additional play equipment & fencing | 2015 2015 | £33,528.00 £3,000.00 |
| IT kit Dell laptop/printer etc Projector | 2017 2022 2018 | £2,000.00 £1,000 £313.00 |
| Kissing Gate | 2024 | £5,540 |
| Phone Boxes | 2024 | £6,200 |
| Notice Board | 2024 | £1,492 |
| Bin resiting | 2024 | £161 |
| Broxap: New Litter Bins | 2024 | £1,579 |
| Glasdon: New Dog Bins | 2024 | £588.97 |
| Stock Signs 2 SIDs Melford Rd | 2025 | £8,200 |
| Playquip 1st Meadow Bridge | 2025 | £9,423 |
| Phone Boxes | 2025 | £6,200 |
| Suffolk CC Lorry Sign | 2025 | £8,797.95 |
| | | £694,075.39 |
| | | 4 |
| | | £694,079.39 |

| | |
|-------------------------|-----------|
| Brought Forward | £665,492 |
| Pump Ct Light cancelled | -4,033.61 |
| Additions | £32,621 |
| Carried Forward | £694,079 |

The Cemetery, Bridge Street Road, Lavenham
The Recreation Ground, Bridge) all valued £1 each
First Meadow (Playing Field), B)
Market Cross, Market Place, Lavenham

The Recreation Ground and First Meadow are Community Assets and valued at nominal value.
The Market Cross is an Ancient Monument and may be considered irreplaceable.

Reconciliation between Box 7 and Box 8 in Section 2 - pro forma

(applies to Accounting Statements prepared on an income and expenditure basis only)

Please complete the highlighted boxes.

Name of smaller authority:

Lavenham

County area (local councils and parish meetings only):

Suffolk

There should only be a difference between Box 7 and Box 8 where the Accounting Statements (Section 2 of the AGAR) have been prepared on an income and expenditure basis and there have been adjustments for debtors/prepayments and creditors/receipts in advance at the year end. Please provide details of the year end adjustments, showing how the net difference between them is equal to the difference between Boxes 7 and 8.

| | £ | £ |
|--|------------|-------------------|
| Box 7: Balances carried forward | | 237,426.00 |
| Deduct: Debtors (enter these as negative numbers) | | |
| VAT | (3,926.00) | |
| Accrued Income | (1,821.00) | |
| 3 | (5,747.00) | |
| Deduct: Payments made in advance (prepayments) (enter these as negative numbers) | | |
| Prepayments | (1,096.00) | |
| 2 | (1,096.00) | |
| Total deductions | | (6,843.00) |
| Add: | | |
| Creditors (must not include community infrastructure levy (CIL) receipts) | | |
| Suffolk CC Streetlights | 129,600.00 | |
| Other Creds and Accruals | 37,906.00 | |
| | 167,506.00 | |
| Add: | | |
| Receipts in advance (must not include deferred grants/loans received) | | |
| 1 | | |
| 2 | | |
| Total additions | | 167,506.00 |
| Box 8: Total cash and short term investments | | 398,089.00 |

Bank reconciliation – pro forma

This reconciliation should include **all** bank and building society accounts, including short term investment accounts. It **must** agree to Box 8 “Year ending 31 March 20xx” in Section 2 of the AGAR – and will also agree to Box 7 where the accounts are prepared on a receipts and p complete the highlighted boxes, remembering that unpresented cheques should be entered as negative figures.

Name of smaller authority:

Lavenham Parish Council

County area (local councils and parish meetings only):

Suffolk

Financial year ending 31 March 2025

Prepared by (Name and Role):

Andrew Smith Clerk and RFO

Date:

14/04/2025

| | £ | £ |
|--|------------|-------------------|
| Balance per bank statements as at 31/3/25: | | |
| Community | 3,242.82 | |
| Business Premium | 394,845.94 | |
| account 3 | | |
| account 4 | | |
| account 5 | | |
| account 6 | | |
| account 7 | | |
| account 8 | | |
| | | 398,088.76 |
| Petty cash float (if applicable) | | 0.00 |
| Less: any unpresented cheques as at 31/3/25 (enter these as negative numbers) | | |
| item 1 | | |
| item 2 | | |
| item 3 | | |
| item 4 | | |
| [add more lines if necessary] | | |
| item 5 | | |
| item 6 | | |
| item 7 | | |
| item 8 | | |
| | | 0.00 |
| Add: any un-banked cash as at 31/3/25 | | |
| | | |
| | | 0.00 |
| Net balances as at 31/3/25 (Box 8) | | 398,088.76 |

Report from the Chair of LNP Group including update concerning Draft Questionnaire

Background:

The Chair of the LNP Group informed the 3rd April 2025 Meeting of Council that:

'Pilot meetings and conversation are being held across the village to help formulate a village wide questionnaire'.

The Chair of the LNP Group informed the 1st May 2025 Meeting of Council that:

'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.'

Recent Developments:

The LNP Group has prepared a draft Questionnaire for completion by the pilot group. That draft Questionnaire is attached.

Next Steps:

1. This Questionnaire will be sent out to the Pilot Group **only**. A small number of points in yellow on the draft Questionnaire will be finalised before sending out to the Pilot Group,
2. Councillors are invited to note the Questionnaire and to write informally to the LNP Group with any thoughts they have.
3. The LNP Group will reflect on the Pilot Group and Councillor comments and finalise the Questionnaire.
4. The LNP Group will submit to a future meeting of Council the final version of the Questionnaire for Council approval.
5. The LNP group will get quotes for the printing cost and distribute the final Questionnaire to Members of the Public.

Lavenham Neighbourhood Plan

Revision Survey

Introduction

We recently wrote to you regarding the need to update our existing Neighbourhood Plan. Revised central government requirements and recent discussions within Babergh District Council, makes it more important than ever to produce a revised Neighbourhood Plan. This NP will help to determine local planning policies for the foreseeable future.

A large majority of Lavenham residents rejected the first attempt at a revision. For that reason, we must go back to square one and collect your views. To this end we need to ask you a series of questions about the issues and opportunities facing our village.

It is important to stress that no one who fills in this survey can be identified. Once analysed the results will be reported back to you for further discussions. Such a procedure should help us develop a neighbourhood plan in keeping with local opinions, observations and suggestions.

Please help us by filling in this survey, which should take no longer than 20 minutes of your time.



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Completing this survey

This survey is open to all residents over the age of 16. We would like all residents to participate in this process.

As with a census document one member of your household may complete this survey. Should household members wish they can complete their own survey document by:



- collecting a further survey from The Hub in Lady Street (open Monday-Saturday, but not Wednesdays, 11 am - 2 pm)
- going on-line to <https://www.smartsurvey.co.uk/s/Lavenham-NP-Revision-Survey/> or
- using this QR code

Once completed please return paper copies of the survey, in the envelope provided to the following locations in the village;

Village Hall, AR Heeks and Son, The Hub, Lavenham Butchers, or Sparling & Faiers.

The final date for completion is xx xx.

If you would like help in completing this survey, in the first instance, please contact The Hub on 01787 249939.

Please follow the instructions given for each question. Please try to answer all the questions. If you have any additional comments about a particular topic, please put them on a separate sheet of paper.

Thank you for your time. The more people who fill in the questionnaire, the greater influence we will have with Babergh District Council and central government, so please let us have your opinions.

Let us begin.....

HOUSING

In previous surveys and consultations, by far the topic of greatest concern to residents is the provision of housing, the possible location of new housing and the design of accommodation.

What is now urgent is that central government has placed a greater emphasis on the building of more homes. Babergh has a new homes annual target of 775, up from 416 and an increase of 86%. The allocation to Lavenham has yet to be determined. We do know that, between 2001 and 2021, an additional 137 homes were built in Lavenham.

With this background, please complete the following section.

1. Assuming some new homes will be required to be built in the parish, what tenure do you consider most important?

(Please note that public housing = housing provided by a local authority or housing association at below market rent)

| | Not at all Important | Fairly important | Very important | Essential |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Please tick one box per row | | | | |
| • Privately owned | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Privately rented | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Public housing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Shared ownership ie. part owned / part rented | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

2. Government policy and local information suggests smaller properties are required. What type of housing do you think might be needed in Lavenham over the next 20 years?

| | Not needed | Not needed very much | Needed | Very much needed |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| Please tick one box per row: | | | | |
| • Flats | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Bungalows | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Cottages (usually 1½ storey) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Houses | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Single bedroom | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Single main bedroom with small second bedroom. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • 2 full-sized bedrooms. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • 3 bedrooms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • 4 and plus bedrooms | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Sheltered housing | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Housing adaptable for people with special needs | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Housing adapted to the needs of the elderly/infirm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Individual and self-build plots | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

3. Should new homes need to be built in the village over the next 20 years: what size of development would be best?

Please rank in order of preference, where 1 is your first choice, and 4 is your least favourite choice

- | | | | |
|--|--------------------------|------------------|--------------------------|
| • Infill and developments less than 24 homes | <input type="checkbox"/> | • 25 – 49 homes | <input type="checkbox"/> |
| • 1 – 24 homes | <input type="checkbox"/> | • 51 – 100 homes | <input type="checkbox"/> |

4. For any Neighbourhood Plan to work it needs to designate specific sites for development. Should new sites/streets be necessary please indicate what attributes you consider necessary.

| | Not needed | Not needed very much | Needed | Very much needed |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| Please tick one box per row: | | | | |
| • Be designed specifically to the site (sometimes known as design lead) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Respond to local topography | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Be laid out with gentle curves to provide a variety of outlooks and mitigate vehicular speed. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Prioritise pedestrians and cyclists. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Prioritise roads where pedestrians' and vehicles share the same space. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Lower street lighting to concentrate on illuminating pedestrian areas. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Take into account the existing village colour palette and materials. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Adopt more contemporary designs and layouts. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Increase building density to use less land. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Consider buildings of three storeys. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Consider buildings of four storeys. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Plant margins within and around any development with trees, hedging etc. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Retain existing verges and trees. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Boundaries adjacent to open countryside to be sensitively integrated. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Provide a site for a new school. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • New homes to be built to sustainable standards to reduce carbon embedded in the building process and mitigate on-going running costs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • New homes to incorporate solar PV panels and other sources of renewable energy. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Schemes to promote well-located public spaces to encourage social interaction. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Developers to engage with the wider community. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Amenity gain provided by the developer for the benefit of the community | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NB. The Design Guide and the Landscape Assessment produced in 2023 for Lavenham provides further advice (<https://bit.ly/4mey5e9>) to all involved in the design of Lavenham's future.

5. Please tell us how much you agree or disagree with the following statements:

Please tick one box per row:

| | Definitely Disagree | Disagree | Agree | Definitely Agree |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| • Without a village school the fabric of our community would be undermined. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • All new buildings in Lavenham should be sympathetic to the surroundings. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Any construction or alterations should be built to current best practice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • New construction should take account of the potential longevity of the building. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • A minimum of 35% of all new housing should be earmarked for people with a local connection and be affordable. IE. at a discount to open market values to either buy or rent. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Alterations to existing buildings within the conservation area should be done sensitively, taking into consideration the character and location of the property. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • All new homes should have solar panels. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • All new homes should be 'carbon neutral'. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



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GETTING AROUND AND ABOUT

Traffic, parking, transportation and associated topics are the second most important areas of concern.

6. Please tell us how much you agree or disagree with the following statements:

Please tick one box per row:

| | Definitely Disagree | Disagree | Agree | Definitely Agree |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| • The speed limit in Lavenham village centre should be 20 miles per hour. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Traffic calming measures should be introduced. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Traffic enforcement is adequate. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Parking in the Market Place should be restricted. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Parking should be allowed on pavements in appropriate places. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • More public parking should be provided. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Specific car parking should be provided for people working in Lavenham. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Pedestrian crossings should be provided. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • The signage to Lavenham from main roads needs refurbishing. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Signage within the village should be improved. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Large vehicles should be tolerated where they service a local need. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • There should be provision for more secure cycle parking in the village. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Street lighting is adequate. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • On-street charging points for electric vehicles are essential. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Public transport needs to be expanded. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • The village requires a minibus service. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • There is a need for a service to local medical centres for the infirm and elderly. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Footpaths & bridleways should be kept in good order. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our pavements are in good order. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our streets are adequately cleaned. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Street repairs are dealt with promptly. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |



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OUR ENVIRONMENT

Our local landscape and environment provide the backdrop to our daily lives.

7. Please tell us how much you agree or disagree with the following statements:

Please tick one box per row:

- Dyehouse Wood is an important village asset.
- Too much emphasis is placed on Lavenham's historic environment.
- Roadside verges should be enhanced.
- It is important to manage wildlife habitats in the parish.
- We need to improve the Market Place.
- I feel privileged to live within such a historic and beautiful environment.
- There should be additional tree planting within the village.
- Lavenham needs public allotments.
- More benches should be provided in public spaces.

| Definitely Disagree | Disagree | Agree | Definitely Agree |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Anything else, please specify:

SHOPPING

8. Listed below are various things that most of us spend money on.

Which best describes how often you use the following services in the village?

Please tick one box per row:

- Food shopping.
- Gifts, cards, stationery.
- Clothing.
- Galleries.
- Post Office.
- The Hub.
- To have a drink.
- To have a meal.
- Library.
- Hairdressers/ barber/beauty salon.
- Using the pharmacy.
- Visiting the surgery.
- Visiting the dentist.
- Using local trades people (electricians, builders, plumbers, gardeners etc)

| Daily | Weekly | Monthly | Every 2-3 months | Every 6 months | Never |
|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

9. What would encourage your household to spend more at Lavenham businesses?

Please tick all that you wish

- Discounts (when appropriate) for residents.
- Better parking.
- Home delivery

☐
☐
☐

- Geater variety of shops.
- Greater variety of eateries
- Better more competitive prices

☐
☐
☐

EMPLOYMENT

10. How much do you agree or disagree with the following statements?

Please tick one box per row:

- There is adequate and suitable employment for younger people in Lavenham.
- Lavenham will never be a provider of employment for all its inhabitants.
- Tourism is a good source of employment
- Pensioners should be provided with opportunities to supplement their income.
- The lack of jobs means young people must move from Lavenham.
- The lack of affordable homes means young people must move from Lavenham.
- We need more employment opportunities in Lavenham.
- Lavenham should have facilities to enhance technology opportunities.
- We must improve our technology infrastructure for those working from home.
- We need a larger school.

Definitely
Disagree

☐

Disagree

☐

Agree

☐

Definitely
Agree

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WELLBEING AND LEISURE

11. How important to you, individually or as a family, is preserving or providing the following village facilities/ amenities?

Please tick one box per row

| | Not at all Important | Fairly important | Very important | Essential |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| • Village Hall. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Play equipment | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Sports pavilion, playing fields and facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Public footpaths and bridleways. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Allotments. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Post office. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • The Hub. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Groceries and food shops. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Gifts, cards, books and stationery shops. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Clothing shops. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Existing family friendly and affordable eateries. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our pubs. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Takeaway eateries | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Additional nursery care | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Health and beauty facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Local trades people (electricians/builders, plumbers, gardeners etc.) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our primary school | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our pre-school | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our church and places of worship. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our cemetery | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Village groups, clubs & associations. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our Good Neighbours and Dementia schemes. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our Doctors surgery. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our Dental practice. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our Pharmacy. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Our Library. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Recycling facilities. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Learning and training centres. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • High speed internet access. | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • Public allotments | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| • DIY facilities | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

12. How much do you agree or disagree with the following statements?

Our village requires new or more:

Please tick one box per row:

- Parent & toddler groups.
- Children's breakfast clubs.
- After school clubs.
- Holiday clubs for children.
- Adult learning opportunities.
- Vocational courses to supplement income.
- Courses for retirees.
- A village museum.
- An independent information/chat website for residents.
- Opticians.
- An affordable wellbeing centre.
- A new school.
- Adult exercise facilities on say First Meadow or the Railway Walk

| Strongly Disagree | Disagree | Agree | Strongly Agree |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

13. How much do you agree or disagree with the following statements?

Please tick one box per row:

- There is not enough for teenagers to do in the village.
- The village would benefit from an expansion of adventure play and picnic areas.
- There are not enough facilities for the 65+ population.
- The village needs a new/larger school
- The village needs a museum.

| Strongly Disagree | Disagree | Agree | Strongly Agree |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

14. To what extent do any of the following cause you direct concern within the village?

Please tick one box per row:

- Burglary.
- Vandalism.
- Car crime.
- Anti-social behaviour
- Litter.
- Fly tipping
- Dog / horse fouling
- Noise pollution
- Air pollution
- Heavy traffic
- Local social media sites

| Not concerned | Slightly concerned | Quite concerned | Very concerned |
|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
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| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

NOW TELL US A BIT ABOUT YOURSELF PLEASE

15. How would you describe yourself?

Please tick one box:

- ☐ Male
- ☐ Prefer not to say
- ☐ Female

16. What is your age?

Please tick one box:

- ☐ 16-19
- ☐ 20-24
- ☐ 25-44
- ☐ 45-64
- ☐ 65-74
- ☐ 75 and over
- ☐ Prefer not to say

17. How long have you lived in Lavenham?

Please tick one box:

- ☐ All my life
- ☐ 20+ years
- ☐ 10 – 19 years
- ☐ 5-9 years
- ☐ 4 years or less
- ☐ Prefer not to say

18. The following list highlights some of our future challenges. Please rank these in order of preference that are the most important to you, with 1 as the highest and 8 as the lowest.

- | | | | |
|----------------------------------|----------------------|----------------------------------|----------------------|
| • Environment and climate change | <input type="text"/> | • Sense of village pride | <input type="text"/> |
| • Technology | <input type="text"/> | • Getting about the village. | <input type="text"/> |
| • Homes | <input type="text"/> | • Opportunities for young people | <input type="text"/> |
| • Growth and investment | <input type="text"/> | • Street furniture | <input type="text"/> |

PLEASE WOULD ONLY ONE PERSON PER HOUSEHOLD COMPLETE QUESTIONS 19 - 21

19. How many people are there in your household?

Please tick one box:

- ☐ 1
- ☐ 2
- ☐ 3
- ☐ 4
- ☐ 5 or more

20. Which of the following statements best describes your living arrangements in Lavenham?

Tick however many apply:

- | | | |
|--|---|---|
| • I rent my property. <input type="checkbox"/> | • I part-own my property. <input type="checkbox"/> | • I own my property. <input type="checkbox"/> |
| • I occupy my property full time. <input type="checkbox"/> | • I primarily occupy my property at weekends and holidays. <input type="checkbox"/> | |

21. What is the employment status of the persons over 16 in your household?

Please identify the number in each category and only provide one answer per row:

- | | 1 | 2 | 3 | 4 | 5 |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|
| • Working full time (more than 30 hours a week) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| • Not working, looking for work | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| • Retired | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| • Working part time (less than 30 hours a week) | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| • Not working, not looking for work | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| • Not able to work | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| • Full-time student | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

KEEPING IN TOUCH

22. Do you have access at home to any of the following?

Please tick all that apply:

☐

Landline telephone.

☐

Mobile telephone.

☐

Broadband Internet.

23. Regarding communication of Public Notices within Lavenham how would you prefer to receive this information?

Please rank in order of preference, where 1 is your first choice, and 5 is your least favourite choice.:

- Website
- Email
- Newspapers and magazines

| |
|--|
| |
| |
| |

- Posters
- Letter drops

| |
|--|
| |
| |

WHAT HAPPENS NEXT?

The purpose of this survey which you have taken the time to fill in is to get your views so that we can draw up a plan for our future. You will probably have found some questions are not particularly relevant and some badly put. No matter how professional the team that composes it no survey is perfect. Indeed, a good survey should raise further questions and requires the input of those who have gone to the trouble of answering the questions. We are sure that although having had input from village meetings, census data and additional research we possibly have missed some things out.

If something is wrong, not clear or beside the point and if you have anything further to add please comment on a separate sheet of paper and attach it to the completed survey.

If you or someone you know need any help in filling in the survey, please contact the Hub on 01787 249939

Your completed survey can be accepted up to and including the xx xxxx 2025. Unless you have decided to complete online, please return your survey in the envelope provided to AR Heeks and Son, The Hub, Lavenham Butchers, Sparling & Faiers or Posy. Once we have analysed the results and report back to you the findings will serve as the basis for the preparation of the Revised Neighbourhood Plan.

Please keep an eye out for future Neighbourhood Plan events.

LNP Interim Budget and the engagement of professional advisors

Background:

At the 6th February 2025 Meeting of Council, the following motion was passed:

‘That the Parish Council authorises the expenditure of up to an initial £3,000 to kickstart the revision process’

Recent Developments:

The LNP Group has requested an interim budget of £15,000 as below:

| | |
|--|---------|
| Professional Fees: | |
| a) To complete the questionnaire, consider the raw data on housing target emanating from BDC and formulate an approach to site allocations, numbers and timing | £5,000 |
| b) Review of NP1 and NP2 policies and further policy drafting | £3,000 |
| Printing: Village information letters, questionnaire and village feed-back | £4,500 |
| IT: Website set-up, questionnaire hosting and input | £1,500 |
| Room Hire and Miscellaneous, each £500 | £1,000 |
| | |
| Total (NB total spend to date is less than £200 entirely on Printing) | £15,000 |

Council needs to resolve:

- a) whether to grant the interim budget requested and
- b) whether to approve the individual spends. Without approval of the spends the budget is essentially useless.

Explanatory Notes with respect to interim budget:

The budget requested is interim because:

- a) Central government and Babergh Council have laid out a requirement for future Neighbourhood Plans to assume a level of development not previously seen and at this stage it is difficult to foresee the full range of assistance required.
- b) At this time the Planning Consultant is only being tasked with producing a revised timeframe working within the Locality framework.
- c) Grants will be applied for once this interim budget is put in place and the application period is open.

Explanatory Notes with respect to the proposed suppliers of Professional Services:

It is proposed to use 4 suppliers:

a) Paul Dodd Outdesign, total spend LNP2 £11,000.

The LNP Group considers the work (the Design Guide) he produced for NP2 to be largely acceptable and requiring only modest amendment.

The LNP Group therefore considered no other suppliers for this work.

The proposed charge is £600 per day and per day and the anticipated spend this time is less than £3,000.

b) Lucy Batchelor-Wylam, total spend LNP2 £5,073.

The LNP Group considers the work (the Landscape and Character Assessment) to be largely acceptable and requiring only modest amendment.

The LNP Group therefore considered no other suppliers for this work.

The proposed charge is £460 per day and per day and the anticipated spend this time is less than £3,000.

c) Hannah Lazarus, provided census data for LNP2, total spend LNP2 £165.

The LNP Group considers that no additional partner consultants need to be considered in this area due to the limited nature of further work required in this area. The anticipated spend this time is less than £3,000.

d) Appointment of Planning Professional: LNP2 supplier was Modicum Planning (Rachel Hogger) total spend £13,345.

The current scope of work is to produce a revised timeframe working within the Locality framework. Locality being the Government Agency which oversees NPs.

The cost of this work is over £3,000.

Three suppliers were considered and Places 4 People is preferred.

i **Rachel Hogger** – advised Lavenham on NP1 and NP2, was contacted but did not revert. It is possible that she has withdrawn from this sector as apart from her work with Lavenham and the original East Bergholt NP, she has not undertaken any further work in BMSDC.

ii **Rachel Leggert and Compasspoint Planning** (work together) unable to meet timeframe.

iii Places 4 People Ian Poole

The LNP Group reports that he has undertaken 27 NPs, including 3 reviews.

The LNP Group considers that he has extensive experience across this particular area of expertise and the wider planning topic, including historic buildings and places.

The LNP Group reports that this firm also provides a wide range of services including survey hosting. The daily charge out rate is £490.

Legal and Commercial implications of appointing these suppliers with the procurement process as currently carried out:

The Standing Financial Regulations Paragraph 11.1 h) says:

'When it is to enter into a contract of less than £30,000.00 in value for the supply of goods or materials or for the execution of works or specialist services other than such goods, materials, works or specialist services as are excepted as set out in paragraph (a) (*AJS which does not apply to these proposed purchases*) **the RFO shall obtain 3 quotations (priced descriptions of the proposed supply) where the value is below £3,000.00 and above £1,000.00 the RFO shall strive to obtain 3 estimates**'.

a) Paul Dodd (Out Design), Lucy Batchelor-Wylam and Hannah Lazarus are intended to provide services of less than £3,000 each which are essentially follow-on or revisions to their services previously provided.

No attempt has been made to obtain 3 estimates for these services. It cannot be said that the RFO has strived to obtain 3 estimates.

b) It is proposed to appoint Places 4 People having striven to obtain three quotes but having failed to obtain three quotes. This appointment cannot be considered follow-on or revisions to work previously supplied by Places 4 People.

The Standing Financial Regulations Paragraph 18.2 says:

'The Council may, by resolution of the Council, duly notified prior to the relevant meeting of Council, **suspend any part of these Financial Regulations provided that reasons for the suspension are recorded and that an assessment of the risks arising has been drawn up and presented in advance to all members of Council**'.

Council therefore needs to **consider the risks** of appointing these suppliers. The risks are:

1) Reputational.

Council may face criticism that required procurement best practice has not been followed and that there is no evidence that Value for Money has been achieved. At worst Council may face allegations of corruption.

Council has recently received correspondence questioning the processes behind the selection of the Consultants for LNP2 and the lack of open competition.

The questioner chose not to pursue the matter beyond an initial question.

2) Legal.

The appointment of these suppliers is likely to be questioned or highlighted by the Internal Auditor and included in their report which will then be reviewed by the External Auditor. Both these reports have to be publicly displayed.

3) Commercial.

Effectively the Council will be tied into appointing Places 4 People for the further professional work required with the first appointment not having been consequent of being the preferred of three quotes.

LAVENHAM PARISH COUNCIL:

Motions:

- a) The interim budget of £15,000 is approved.
 - b) Council suspends Standing Financial Regulations Paragraph 11.1 h) having considered the recommendations and underlying reasonings of the LNP Group for the selection of these suppliers and having considered the assessment of the risks arising from the appointment of the proposed suppliers consequent of the procurement process followed.
 - c) Council approves the appointment of Paul Dodd, Lucy Batchelor-Wylam, Hannah Lazarus and Places 4 People as long as the spend on the services provided by Paul Dodd, Lucy Batchelor-Wylam and Hanah Lazarus is each less than £3,000 and the total spend on the four suppliers is less than £8,000.
-

EV Lease Agreements

Legal and Commercial Background:

At the 1st May 2025 Meeting of Council it was agreed that the Parish Council sign the two EV Cluster Agreements.

Council will receive:

- a) A fee of £100 per bay per year fixed for seven years
- b) A fee for the entire fifteen year contract term of £1 per 100kw sold.

All costs associated with the Charge Points will be covered by Connected Kerb including electricity, maintenance and repair. Indeed, Connected Kerb have now made the decision to replace all existing chargepoints with new Connected Kerb units.

Recent Developments:

On 22nd May 2025 Suffolk County Council wrote acknowledging receipt of the signed Cluster Agreements and explained that 'The final step now is the Lease Agreements, I am working with BMSDC to arrange the Lease for Prentice Street so once they sign this and you have signed the Water Street one, we will be ready to go ahead with the adoption'.

This was a follow up to the email received from Suffolk County Council on 12th May 2025:

'Please find attached your finalised Lease Agreement for the Water Street Car Park, Lavenham. This is the final document and, once executed, will allow Connected Kerb to formally adopt your chargepoints. As discussed, the Lease Agreement for Prentice Street will be signed by BMSDC – I have been in contact with them directly to begin this process.

The process for signing the Lease is precise, but I have laid out the steps below in detail. Part of the process requires Connected Kerb to sign a LTA54 Declaration which prevents a security of tenure being created which lasts beyond the agreed term of the Lease.

Once all parties are committed to sign the Lease Agreement, you should then send the lease UNSIGNED to Connected Kerb at legal@connectedkerb.co.uk along with the attached LTA54 notice and declaration form. Please aim to send this within 30 days from today - if this is not going to be achievable, please let me know asap.

Connected Kerb will sign the LTA54 notice and Declaration and return the Declaration to you via email.

Connected Kerb will then proceed to sign the Lease and return it to you.

You can then sign and date the lease (on pages 1, 2 and 4) and return a copy of the fully executed document back to Connected Kerb and the Lease will become legally binding.

Connected Kerb will then be in touch to arrange a date to replace your chargepoints and take over their operation and maintenance.

SCC will arrange your first bay fee payment'.

LAVENHAM PARISH COUNCIL:

Notes:

It is important that this item is not deferred. Anglia Charging have made it clear that they will only provide service after June 30 if a whole year's subscription of some £600 is paid.

Motion:

The Clerk is instructed to send the unsigned lease, LTA54 notice and declaration to Connected Kerb. Council approves the lease and authorises two Councillors to sign the Lease when it has been signed by Connected Kerb.

Full name: Agreement to exclude security of tenure - landlord's warning notice.

**FORM OF NOTICE THAT SECTIONS 24 TO 28 OF THE LANDLORD AND
TENANT ACT 1954 ARE NOT TO APPLY TO A BUSINESS TENANCY**

To:

Connected Kerb Ltd. c/o James Cowper Kreston, 2 Communications Road, Greenham
Business Park, Newbury, Berkshire, RG19 6AB

From:

Lavenham Parish Council, Parish Council Office, Church Street, Lavenham, Suffolk, CO10
9QT

| IMPORTANT NOTICE |
|--|
| <p><u>You are being offered a lease without security of tenure. Do not commit yourself to the lease unless you have read this message carefully and have discussed it with a professional adviser.</u></p> <p>Business tenants normally have security of tenure – the right to stay in their business premises when the lease ends.</p> <p><u>If you commit yourself to the lease you will be giving up these important legal rights.</u></p> <ul style="list-style-type: none">• You will have no right to stay in the premises when the lease ends.• Unless the landlord chooses to offer you another lease, you will need to leave the premises.• You will be unable to claim compensation for the loss of your business premises, unless the lease specifically gives you this right.• If the landlord offers you another lease, you will have no right to ask the court to fix the rent. <p>It is therefore important to get professional advice – from a qualified surveyor, lawyer or accountant – before agreeing to give up these rights.</p> <p>If you want to ensure that you can stay in the same business premises when the lease ends, you should consult your adviser about another form of lease that does not exclude the protection of the Landlord and Tenant Act 1954.</p> <p>If you receive this notice at least 14 days before committing yourself to the lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the lease.</p> <p><u>But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).</u></p> <p>Unless there is a special reason for committing yourself to the lease sooner, you may want to ask the landlord to let you have at least 14 days to consider whether you wish to give up your statutory rights. If you then decided to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so you would not need to make a separate visit to an independent solicitor.</p> |

Full name: Agreement to exclude security of tenure - statutory declaration by tenant.

I,

_____ *(name of declarant)* of

Connected Kerb Ltd, C/O James Cowper Kreston, 2 Communications Road Greenham
Business Park Newbury Berkshire RG19 6AB

do solemnly and sincerely declare that -

1. I/ _____ *(name of tenant)*

propose(s) to enter into a tenancy of premises at

Water Street Car Park, Lavenham, Sudbury, CO10 9RN

for a term commencing on _____

2. I/The tenant propose(s) to enter into an agreement with

Lavenham Parish Council that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.

3. The landlord has served on me/the tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.

4. I have/The tenant has read the notice referred to in paragraph 3 above and accept(s) the consequences of entering into the agreement referred to in paragraph 2 above.

5. *(as appropriate)* I am duly authorised by the tenant to make this declaration.

AND I make this solemn declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act 1835.

DECLARED at _____ this _____ day of _____ .

Before me

(signature of person before whom declaration is made)

A commissioner for oaths or A solicitor empowered to administer oaths or *(as appropriate)*

- (1) **LAVENHAM PARISH COUNCIL**
- (2) **CONNECTED KERB LTD.**

Dated 2025

LEASE AGREEMENT

relating to facilities at the location known as Water Street Car Park,
Lavenham

LAND REGISTRY

LR1. Date of lease

_____2025

LR2. Title number(s)

LR2.1 Landlord's title number

SK418437

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Lavenham Parish Council
Parish Council Office,
Church Street,
Lavenham,
Suffolk,
CO10 9QT

Tenant

Connected Kerb Ltd.
c/o James Cowper Kreston,
2 Communications Road,
Greenham Business Park,
Newbury,
Berkshire,
RG19 6AB

Other parties

None

LR4. Property

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

See the definition of "Premises" in Clause 1.1 of this lease.

LR5. Prescribed statements etc.

None.

LR6. Term for which the Property is leased

The term specified in the definition of the "Term" in Clause 1.1 of this lease.

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

None

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

The easements set out in part 1 of Schedule 1 to this lease are granted by this lease for the benefit of the Property.

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

The easements set out in part 2 of Schedule 1 to this lease are granted or reserved over the Property for the benefit of other property.

LR12. Estate rent charge burdening the Property

None.

LR13. Application for standard form of restriction

None.

LR14. Declaration of trust where there is more than one person comprising the Tenant

None.

DATED

PARTIES

- (1) **Lavenham Parish Council** of Parish Council Office, Church Street, Lavenham, Suffolk, CO10 9QT (the "**Landlord**")
- (2) **Connected Kerb Ltd** (company no 11062616) whose registered office is at James Cowper Kreston, 2 Communications Road, Greenham Business Park, Newbury, Berkshire, RG19 6AB (the "**Tenant**")

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Lease:

"Commencement Date" means the date of this Lease.

"Condition Survey" means the photographic survey conducted by the Tenant or by third parties on behalf of the Tenant showing the condition of that part of the Landlord's Property which is likely to be affected by the Works the extent of which is agreed in writing by the Landlord prior to the commencement of the Works.

"Conducting Media" means any media for the passage or transmission of substance, energy or information and any ancillary equipment or structures associated therewith.

"Connection Point" means the physical point at which the Premises is connected to the Network Operator's network.

"Electricity Cost" means the direct cost incurred by the Landlord for supplying electricity to the Equipment from the Landlord's own electricity provider;

"Electrical Infrastructure" means all (a) electric cables and wires; (b) telecommunications, data transmission and other cables related to the Equipment and the Permitted Use and (c) apparatus, lines, insulators and associated guards and wires and all other plant and equipment making up or supporting electric cables and wires, all control cables and all connections, cable markers, inspection hatches, jointing bays, cable trays meters, switches, ancillary equipment and other associated works, alterations, replacements or upgrades required for the operation of the Equipment for the Permitted Use.

"Encumbrances" means the restrictions, stipulations, covenants, rights,

reservations, provisions and other matters affecting the Landlord's Property other than any financial charges disclosed to the Tenant and the covenants, terms and conditions hereinafter contained.

"Equipment" the charge posts, cables, bollards and all ancillary apparatus for the purpose of recharging electric and hybrid vehicles now or in future installed in under or on the Premises including the Electrical Infrastructure, fixings, all ancillary equipment and apparatus, and any alterations, replacements, upgrades and other equipment and structures as are reasonably required for the Permitted Use as may from time to time be installed by or on behalf of the Tenant on, over, under, through or upon the Premises, and/or the Landlord's Property (where applicable).

"EV Charging Contract" the contract between Suffolk County Council and the Tenant for the provision of Electric Vehicle Charging Infrastructure at specified destinations in Suffolk, dated 5th June 2024.

"Force Majeure" means in respect of a Party, an event or circumstance which is beyond the reasonable control of that party which could not have been avoided by the use of Good Industry Practice lawfully in accordance with all applicable safety and environmental regulations, having regard to the Permitted Use, including (but subject always to the foregoing):-

- (a) any strike, lock-out, work stoppage or any other industrial action or labour dispute by a third party
- (b) act of public enemy, war or threat of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
- (c) act of god, epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, earthquake, tempest, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption, abnormal accumulation of snow or ice, lack of water arising from weather or environmental problems, other unusual and extreme adverse weather or environmental conditions or action of the elements, meteorites, collision or impact by any vehicle, vessel or aircraft or objects falling from aircraft or other aerial devices or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed
- (d) agricultural and public health problems (including foot and mouth disease)

(e) explosion, fault or failure of plant and apparatus

provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of the Tenant

"Good Industry Practice" means the exercise of that degree of skill and diligence which would reasonably and ordinarily be expected from a skilled operator engaged in a similar undertaking to the Tenant under the same or similar circumstances.

"Group Company" means a subsidiary or holding company of the Tenant or the Landlord.

"Insured Risk" means loss or damage by Fire, Lightning, Explosion and Terrorism and such other risks (if any) that the Landlord may at its discretion decide.

"Landlord" includes all persons from time to time entitled to the immediate reversion to this Lease.

"Landlord's Property" All that land at Lavenham as shown edged red on **Plan 1**.

"Lease" is a reference to this lease and includes any documents supplemental to this lease.

"Network Operator" means where the Equipment is to be connected to an electricity distribution system, the owner and/or operator of that system or any successors to it in the capacity of the operator of that system licensed to transmit or distribute electricity pursuant to section 6(1)(c) of the Electricity Act 1989.

"Notice" means written notice given by either party; in accordance with this Lease, written shall not include e-mail or facsimile.

"Operations Date" means the first date on which the Equipment operates by charging Electrical vehicles other than as a result of any testing.

"Permitted Use" to place, keep in place and operate the Equipment on the Premises and inspect, maintain, upgrade, replace, remove or carry out any repairs to the Equipment from time to time.

"Plan" means the plans annexed to this Lease and references to **Plan 1 and Plan 2** shall be deemed to refer to the Plans so marked.

"Premises" means that part of the Landlord's Property on which the Equipment is

to be located for the purposes of the Permitted Use and the provision of the Services under this Lease as shown edged red on the attached **Plan 2**.

"Rent" means a peppercorn rent (if demanded) per annum payable annually in advance.

"Rent Commencement Date" means the earlier of energisation of the Equipment or 3 months from the date hereof.

"Rights" means the rights granted to the Tenant as specified in the First Schedule Part 1 of this Lease.

"Services" means the installation, operation and maintenance of the Equipment and related services and activities to be undertaken by the Tenant from the Premises.

"Tenant" includes the Tenant's successors in title and assigns in whom this Lease may for the time being be vested.

"Term" means the term from and including the Commencement Date up to the 30th day of September 2040 (subject to the Tenants right to renew in clause 16)

"Third Party Matters" the matters set out in schedule 2.

"Working Day" means any day on which the Landlord's principal offices are open.

"Works" means such works (if any) as shall be carried out to the Premises and the Landlord's Property (including the laying, re-laying of any necessary Conducting Media and all works necessary to comply with health and safety requirements) by the Tenant its agents or contractors during the Term to allow the Tenant the full beneficial use and enjoyment of the Equipment and the Premises for the Permitted Use.

1.2 Unless the context requires otherwise, in this Lease:

- (a) the Clause and paragraph headings in this Lease are for ease of reference only and are not to be taken into account in the interpretation of any provision to which they refer;
- (b) unless the contrary intention appears, references:
 - (i) to defined terms are references to the relevant defined term in Clause 1.1;
 - (ii) to numbered Clauses and Schedules are references to the relevant Clause in, or Schedule to, this Lease; and
 - (iii) to a numbered paragraph in any Schedule are references to the relevant paragraph in that Schedule;
- (c) words in this Lease denoting the singular include the plural meaning and vice versa;
- (d) references in this Lease to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it;
- (e) words in this Lease importing one gender include both other genders, and may be used interchangeably, and words denoting natural persons, where the context allows, include corporations and vice versa;
- (f) reference to the Premises, or the Landlord's Property is to the whole or any part of it;
- (g) where there are two or more persons included in the expressions "Landlord" or "Tenant" each reference to the Landlord or the Tenant includes a separate reference to each of those persons and the covenants made with or by the Landlord or Tenant are to be treated as made with or by such persons jointly and severally; and
- (h) an obligation in this Lease on a party not to do or omit to do something includes an obligation to use reasonable endeavours not to agree or suffer that thing to be done or omitted by another person.

2 **THE LETTING TERMS**

- (a) The Landlord in consideration of the yearly rent reserved by and the covenants contained in this Lease with limited title guarantee lets to the Tenant all the Premises together with the rights set out in the First Schedule, Part 1 excepting and reserving to the Landlord the rights set out in the First Schedule, Part 2 to hold for the Term subject to the Third Party Matters and subject to the provisions for earlier termination set out in this Lease and the Encumbrances, the Tenant paying during the Term:
 - (i) from the Rent Commencement Date the Rent (if demanded) by annual payments in advance on the anniversary thereof.

3 **TENANT'S COVENANTS**

The Tenant covenants with the Landlord during the Term as set out in this Clause 3.

3.1 **Rent**

To pay the Rent and Electricity Cost.

3.2 **Operation, Maintenance and Repair**

- (a) To keep the Equipment in a safe state of condition and repair provided that, for the avoidance of doubt:
 - (i) nothing in this clause or any other provision of this Lease shall oblige the Tenant to be responsible for the maintenance of the Landlord's Property which shall at all times be the responsibility of the Landlord; and

- (ii) the Tenant shall not be under any obligation to pay the Landlord any contribution to costs or expenses of maintaining, inspecting, cleaning, repairing, servicing, altering, renewing, rebuilding or replacing any part of the Landlord's Property or means of access used in common between the Premises and any other property.
- (b) The Tenant shall repair any damage caused to the Premises and the Landlord's Property by the Tenant exercising the Rights as soon as reasonably practicable after the damage occurring to the Landlord's reasonable satisfaction (and where applicable) to no worse standard than evidenced in the Condition Survey;
- (c) Upon the expiration or sooner determination of the Term to remove the Equipment from the Landlord's Property and to make good any damage caused to the Landlord's Property by such removal to the reasonable satisfaction of the Landlord (including the making good of any drill holes) and to yield up the Premises with vacant possession providing that the Tenant shall not be obliged to:
 - (i) make good to any better standard than shown in the Condition Survey;
 - (ii) remove any Electrical Infrastructure save that the Tenant shall remove any such items which are, in the Landlord's reasonable opinion, causing or capable of causing an on-going obstruction to the Landlord or other users and occupiers of the Landlord's Property; or
 - (iii) comply with the terms of this Clause where it is prevented from doing so.
- (d) During the normal course of operation, the Tenant shall operate the Equipment as a charging post for electrical vehicles.
- (e) The Tenant shall at all time during the term keep the signage relating to the Premises and the designated spaces referred to in clause 4.2(b) and all parking bay markings in good order and condition.

3.3 Insurance

The Tenant covenants with the Landlord as follows:

- (a) to maintain with reputable insurers in accordance with Good Industry Practice the following policies of insurance and not more than once a year at the request of the Landlord to produce a copy of each policy to the Landlord:
 - (i) public liability insurance for a minimum amount of £10,000,000 per claim or series of claims and £10,000,000 per claim or series of claims in respect of products liability; and
 - (ii) material damage insurance for the full reinstatement value of the Equipment; and
 - (iii) professional indemnity insurance with a limit of indemnity of not less than £2,000,000 any one claim or series of claims.

The Tenant shall use all reasonable endeavours to procure a non-invalidation clause is contained in such policy of insurance and procure a waiver of subrogation from the insurer in favour of the Landlord.

3.4 Landlord's right of Access

Provided that the Landlord complies with its obligations in Clause 4, to permit the Landlord and all persons properly authorised by the Landlord to enter the Premises for the purpose of inspecting, maintaining and repairing the Landlord's Property subject to:

- (a) the Landlord giving the Tenant reasonable notice (in writing, save in the case of emergency) of its intention to exercise this right; and
- (b) the Landlord causing no damage to or interference with the Equipment and immediately making good to the Tenant's reasonable satisfaction (or at the Tenant's election indemnifying the Tenant for) any damage so caused.

3.5 User

Not to use the Premises otherwise than for the Permitted Use

3.6 Compliance with statutes, etc and planning permissions

- (a) The Tenant shall comply with all statutory requirements relating to:
 - (i) the occupation and use of the Premises by the Tenant and the

operation of the Equipment;

- (ii) the Tenant's exercise of the Rights; and
- (iii) the Works and any other works carried out by the Tenant at the Premises or the Landlord's Property.

- (b) To comply with the Planning Acts and all other relevant statutory requirements relating to the use and occupation of the Premises and to obtain all necessary planning permission(s) and other consents as may be required for the carrying out of the Works and the installation and use of the Equipment.

3.7 **Encumbrances**

To observe and perform the obligations and restrictions comprising the Encumbrances so far as they relate to the Premises and are capable of being enforced, and to keep the Landlord indemnified against liability for the breach of the obligations and restrictions.

3.8 **The Equipment**

The Landlord acknowledges that all parts of the Equipment are the property of the Tenant and the Tenant may (subject to Clause 3.15) alter replace upgrade remove or improve the Equipment at its discretion.

3.9 **Rates, taxes and utilities**

- (a) The Tenant shall pay all present and future rates, taxes, duties, charges, assessments, impositions and outgoings payable or imposed during the Term in respect of the Equipment, or the Tenant's occupation of the Premises. In the event that rates for the Landlord's Property are increased then the Tenant will pay such part of the increase as is directly attributable to the Equipment. The Tenant will not be liable to pay:
 - (i) any taxes payable by the Landlord in connection with any dealing or deemed dealing with its interest in this Lease; or
 - (ii) any taxes, other than VAT, payable by the Landlord by reason of the receipt of any of the rents or other sums due under this Lease.
- (b) The Tenant shall pay the Electricity Cost to the Landlord and for that purpose the Tenant shall equip each chargepoint with a MID[1] certified meter to provide accurate data on energy usage.

3.10 **Exercise of the Rights**

- (a) When accessing the Premises to comply with the reasonable site regulations (including security and health and safety) from time to time issued by the Landlord in respect of access to the Landlord's Property **PROVIDED THAT** the Landlord shall not make any such regulations which unreasonably prevent preclude or adversely affect the full beneficial use and enjoyment by the Tenant of the Premises or the exercise of the Rights by the Tenant;
- (b) To exercise the Rights in a manner so as to cause as little damage and inconvenience to the Landlord's Property as reasonably possible and in the event that in the exercise of the Rights the Tenant shall cause any damage to the Landlord's Property to make good the same to the reasonable satisfaction of the Landlord;
- (c) Not in the exercise of the Rights to interfere with the free and proper use of the Landlord's Property by the Landlord and all persons authorised by the Landlord and not to block up or obstruct any access roads or pathways.

3.11 **Alienation**

Save as permitted below the Tenant is not entitled to assign share sublet or part with possession of the whole or any part or parts of the Lease.

3.12 **Assignment**

The Tenant may only assign the whole of the Lease to a third party with the prior written consent of the Landlord as therein provided (such consent not to be unreasonably withheld or delayed). whereupon as a precondition the Landlord may require the execution and delivery by such an assignee of a deed of covenant that such assignee will from the date of assignment observe and perform the obligations of the Tenant under this Lease.

3.13 **Interest**

In the event that the Rent or any other sum payable by the Tenant to the Landlord under this Lease shall not be paid within ten days of the due date for payment then the Tenant shall pay interest thereon (or upon such proportion thereof as shall not have been paid within the said period) at the rate of four per cent per annum above the base rate from time to time applying of Barclays Bank Limited for the period from the due date for payment until the date of actual payment of the sum due.

3.14 **Consents**

The Tenant must not carry out any Works without obtaining at its own cost all necessary approvals and consents in relation to the Works (including without limitation planning, building regulation and connection consent) under all applicable legislation or any associated regulations or orders and any other necessary consent.

3.15 **Alterations**

Providing that nothing in this clause is intended to restrict or prevent the tenant from undertaking its obligations in respect of this Lease or EV Charging contract:

3.15.1 The Tenant must not without the prior written consent of the Landlord (not to be unreasonably delayed or withheld) alter or carry out any upgrade to Equipment.

3.15.2 Subject to the prior written consent of the Landlord (not to be unreasonably delayed or withheld) the Tenant shall be permitted to place related signage on the Premises and affix branded livery of the Tenants the exact content and format of same at the discretion of the Tenant (acting reasonably). For the avoidance of doubt, each Party shall bear its own costs in respect of its branding which is expected to be minimal.

3.15.3 After the Operations Date the Tenant may not make any structural alterations or non-structural alterations and additions:

(a) to the Premises; or

(b) to the Landlord's Property where required for the Equipment, the Permitted Use or the exercise of the Rights

without in each case to the prior written consent of the Landlord (not to be unreasonably withheld or delayed) in the case of non-structural alterations

3.16 **Value added tax**

To pay an amount equal to the value added tax chargeable on taxable supplies of goods and services made by the Landlord under this Lease and for the avoidance of doubt the consideration for the supplies is to be treated as exclusive of the value added tax.

3.17 **Third Party Matters**

3.17.1 The Tenant must:

(a) comply with the obligations on the Landlord relating to the Third-

Party Matters to the extent that those obligations relate to the Premises; and

(b) not do anything that may interfere with any Third-Party Matters.

3.17.2 The Rights are granted subject to the Third-Party Matters to the extent that the Third Party Matters affect the parts of the Landlord's Property over which the Rights are granted

4 LANDLORD'S COVENANTS

4.1 Quiet enjoyment

The Landlord covenants that the Tenant, paying the rents reserved by, and performing the Tenant's covenants in this Lease, may lawfully and peaceably enjoy the Premises throughout the Term without interruption by the Landlord or by any person lawfully claiming through, under or in trust for the Landlord.

4.2 Landlord to maintain and not to cause damage

4.2.1 The Landlord covenants with the Tenant to perform and observe the following covenants:

- (a) to keep the Landlord's Property in such state of repair and condition throughout the Term as is reasonably required for the Equipment (except damage by the Insured Risks provided that such damage is not excluded by any insurance policy and such policy shall not have become vitiated or payment of the policy monies refused in whole or in part in consequence of some act neglect or default of the Landlord);
- (b) at its own cost and expense, provide and (without prejudice to clause 3.2(e) maintain the designated vehicle parking space(s) immediately adjacent to each charger installed on the Premises shown coloured green on Plan 2. Each such parking space must be large enough to accommodate electric vehicles and be available and accessible on a 24 hour a day seven days a week basis;
- (c) subject to being provided with confirmation of the Tenant's material damage insurance cover for the Equipment not to do or permit anything that would render the policy void or voidable;
- (d) not used
- (e) not to do or permit anything in or upon the Landlord's Property which is likely to damage the Equipment;

- (f) not to install or grant to any third party any lease or licence or any right to erect upon the Landlord's Property after the date of this Lease any apparatus or other installation which is reasonably likely to impede, disrupt, degrade or interfere with the operation of the Equipment or the exercise of the Rights by the Tenant and not to erect or grant to any third party any lease or licence or any right to install on the Landlord's Property any equipment which could interfere with the operation of the Equipment the Permitted Use without the consent of the Tenant;
- (g) to permit the Tenant to have access to the Premises and the Equipment on 24 hour seven days a week basis;
- (h) not in any way to interfere with or obstruct the means of access to the Premises or the Equipment for longer than 24 hours without giving prior written notice thereof to the Tenant;
- (i) not to grant to any other person the right to use the Premises for any purpose whatsoever;
- (j) if the Landlord receives any requirement, notice, requisition or order from a local or public authority which is or may become prejudicial or a hindrance to the full exercise and enjoyment of the Rights, to provide a copy to the Tenant as soon as reasonably practicable;
- (k) at the request and cost of the Tenant (acting reasonably) to enter into and maintain and take any steps under any agreements with any Network Operator to ensure sufficiency of rights to connect the Premises including the Equipment to the Network Operator's network use of such network and rights to operate the Equipment. Any agreements to be in such form as such Network Operator shall reasonably require and approved by the Tenant and the Tenant shall indemnify the Landlord from and against all liability incurred by the Landlord under or in connection with any such agreement provided that such liability was incurred as a result of acting in accordance with the Tenant's instructions or carrying out any action required by any such agreement that the Tenant has approved.
- (l) at the request and cost of the Tenant (acting reasonably) to enter into and maintain and take any steps under agreements to be approved by the Tenant with any electricity supplier or meter provider to ensure that all meters necessary for the operation of the Equipment are installed, operated and maintained and that the Tenant has the appropriate rights of use of and access to such meters and the Tenant shall indemnify the

Landlord from and against all liability incurred by the Landlord under or in connection with any such agreement provided that such liability was incurred as a result of acting in accordance with the Tenant's instructions or carrying out any action required by any such agreement that the Tenant has approved;

- (m) not to interfere with any connection for the supply of electricity to or from the Equipment or the Premises or do anything which would cause or contribute towards the Landlord's Property being disconnected from the electricity distribution system or de-energised or the de-registration of the MPAN allocated to the Landlord's Property; and
- (n) not, other than under statutory compulsion, to deal with the Landlord's Property or any other property belonging to the Landlord in any manner detrimental to the Equipment or the Rights

4.2.2 PROVIDED ALWAYS the Landlord will not be liable to the Tenant:

- (o) in respect of any loss or damage caused by any failure, interruption or delay arising either from any cause or circumstance beyond the control of the Landlord including mechanical breakdown, failure, malfunction, shortages of fuel or materials or labour disputes or from any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing;
- (p) in respect of any loss or damage caused by any failure, interruption or delay within its control unless the Tenant shall have first given notice in writing to the Landlord thereof and a reasonable opportunity to remedy the same as soon as reasonably necessary (or immediately in case of emergency)
- (q) The Landlord will use all reasonable endeavours to minimise the period of failure, interruption or delay where the reason for the failure, interruption or delay is under its control

4.3 **Electricity**

- (a) Not to use the Landlord's Property or suffer or permit the Landlord's Property to be used for the Permitted Use or purposes ancillary thereto other than by the Tenant.
- (b) Not, unless permitted elsewhere in this Lease, to (and/or permit any other

person to) damage, alter, remove, or interfere with the whole or any part of the Equipment or the Rights or to permit any other person and shall indemnify the Tenant against all costs and expenses in respect of any breach of this covenant, and the reimbursement of any income that the Equipment would otherwise have earned (if any).

- (c) Upon being aware of any damage or defect to the Equipment or any damage to the Landlord's Property which is likely to have an adverse effect on the Equipment (howsoever caused), the Landlord shall inform the Tenant immediately and not take steps to repair the Equipment.
- (d) In the event that the supply fails at any time, to use reasonable endeavours to ensure that the supply is reinstated as soon as reasonably possible.
- (e) During the Term the Landlord will do nothing that could prejudice its electricity supply in any way including but not limited to turning off such supply/connection.
- (f) The Landlord will throughout the Term maintain and comply with the terms of the connection of the Landlord's Property to the Network Operator's network to enable the Tenant to use the Equipment for the Permitted Use.

4.4 Transfer by Landlord

In the event that the Landlord proposes to gift, sell, lease, transfer or otherwise dispose of or convey the whole or any relevant part of Landlord's Property to a third party during the Term to give the Tenant 20 business days' written notice of its intention to do so and thereafter the Landlord will bind and oblige such third party on the date of completion of such gift, sale, lease, transfer, disposition or conveyance to procure that any transferee, disponent or tenant to whom the Landlord gifts, sells, leases, transfers or otherwise disposes of or conveys the Landlord's Property shall enter into an agreement with the Tenant to observe and perform the obligations on the part of the Landlord contained in this Lease.

4.5 Value added tax

NOT USED

4.6 Head Lease

Not used.

5 PROVISOS

The parties agree to the following provisos.

5.1 Proviso for re-entry

Subject to the terms of Clause 5.2, the Landlord may terminate this Lease by re-entering the Premises (or a part of them), without prejudice to any other rights it may have, itself or by an authorised agent if the Tenant fails to materially perform or observe any of its covenants or the conditions in this Lease or allows any distress or execution to be levied on its goods subject to condition that the Landlord has served the Tenant a written notice and the Tenant failed to rectify in three months.

5.2 Force Majeure

If either party is prevented for any period of time from performing its obligations under this Lease by reason of Force Majeure, then such party shall not be in breach of any such obligations for so long as and to the extent that such reasons shall subsist.

6 OTHER MATTERS

- (a) The Equipment remains the property of the Tenant at all times.
- (b) The Tenant has absolute discretion to operate the Equipment during the Term as it sees fit.
- (c) Each party to this lease shall be responsible for its own legal fees in connection with the grant of this Lease. Additionally, the Landlord shall be responsible for the cost of securing any mortgagee, superior landlord or tenant consents required to the grant of this Lease. The Tenant shall additionally be responsible for the cost of any Stamp Duty (properly due as a result of the grant to the Tenant of this Lease).
- (d) The Tenant shall pay to the Landlord, within ten business days of written demand, the proper and reasonable costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the Term) in connection with or in contemplation of:
 - (i) the enforcement of the Tenant covenants of this Lease; and
 - (ii) serving any notice or taking any proceedings for the purpose of forfeiting this Lease, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court.

7 AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared as follows:

- (a) No variation of this Lease shall have effect unless it is in writing and signed by a duly authorised representative of the parties hereto.
- (b) Any Notice given by either party hereto to the other shall be deemed to have been duly made to the other party if such notice is sent by ordinary first class post and (in the case of the Landlord) addressed to Parish Council Office, Church Street, Lavenham, Suffolk, CO10 9QT, Attn: The Parish Clerk or to such other person and/or address as may be notified by the Landlord from time to time, and in the case of the Tenant notice shall only be given (unless the Tenant shall stipulate some other person or body) to the Tenant at its principal office.
- (c) The Landlord shall have no rights or power regarding the operation, maintenance or repair of the Equipment other than as expressly provided under this Lease. Except as specifically set out in this Lease nothing in this Lease is intended to create or shall create in favour of the Landlord any legal or beneficial interest in the Equipment or in any property or rights or obligations of the Tenant of any nature whatsoever, including any benefit the Tenant may derive from operating the Equipment.
- (d) The Landlord warrants that it has good marketable title to the Landlord's Property and is entitled to enter into this Lease.

8 IMPLIED RIGHTS OF ENFORCEMENT BY THIRD PARTIES EXCLUDED

A person who is not a party to this Lease has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

9 INDEMNITIES

9.1 Tenant's Indemnity

The Tenant shall (subject to Clause 9.3) indemnify and keep indemnified the Landlord against all claims and proceedings brought against the Landlord (save to the extent that same arises due to the sole, partial or complete act, neglect or default of the Landlord), and all damages, costs and liabilities which the Landlord may incur arising directly from any breach of covenant or obligation of the Tenant (here meaning agents, servants, employees, licensees or contractors) or from any

wrongful act, neglect or default of the Tenant, its agents, servants, employees, licensees or contractors in connection with the Permitted Use or the exercise of the Rights, provided that the Landlord shall as soon as practicable give notice in writing to the Tenant of any such losses, damages or expenses and shall not compromise or settle same without the written consent of the Tenant (not to be unreasonably withheld or delayed).

9.2 Landlord's Indemnity

The Landlord shall (subject to Clause 9.3) indemnify and keep indemnified the Tenant against all claims and proceedings brought against the Tenant (save to the extent that same arises due to the sole, partial or complete act, neglect or default of the Tenant), and all damages, costs and liabilities which the Tenant may incur arising directly from any breach of covenant or obligation of the Landlord (here meaning agents, servants, employees, licensees or contractors) or from any wrongful act, neglect or default of the Landlord, its agents, servants, employees, licensees or contractors, provided that the Tenant shall as soon as practicable give notice in writing to the Landlord of any such losses, damages or expenses and shall not compromise or settle same without the written consent of the Tenant (not to be unreasonably withheld or delayed).

9.3 Limitation of Liability

9.3.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982 or for fraud or fraudulent misrepresentation.

9.3.2 Subject to clause 9.3.1, the Tenant's maximum aggregate liability to the Landlord for claims arising from or in connection with any breach of the Tenant's obligations under this Lease shall be £5,000,000 (five million pounds).

9.3.3 Subject to clause 9.3.1, the Landlord's maximum aggregate liability to the Tenant for claims arising from or in connection with any breach of the Landlord's obligations under this Lease shall be £500,000 (five hundred thousand pounds).

9.3.4 Subject to the Landlord's liability to the Tenant for loss of or reduction in any Benefit in terms of Clause 11.2, neither party shall have any liability to the other party under this Lease for:-

- (a) loss of production, loss of profit, loss of profitability, economic loss, loss of use, loss of contract, loss of goodwill; or
- (b) any consequential or indirect loss or damage

9.3.5 If any third party brings a claim against an indemnified party, or notifies an indemnified party of its intention to do so, and that claim may reasonably be considered likely to give rise to a liability under an indemnity under this Lease (**Claim**), the indemnified party shall:

- (a) as soon as reasonably practical give written notice of the claim to the indemnifying party, specifying the nature of the Claim in reasonable detail;
- (b) subject to clause 9.4, allow the indemnifying party, at the indemnifying party's cost, to conduct all negotiations and proceedings in relation to the Claim and to settle or compromise the Claim, provided that the indemnifying party must not settle or compromise the Claim without the prior written consent of the indemnified party (such consent not to be unreasonably conditioned, withheld or delayed);
- (c) not, subject to clause 9.4 and the indemnifying party's full compliance with clause 9.5, make any admission of liability, settlement or compromise in relation to that Claim without the prior written consent of the indemnifying party (that consent not to be unreasonably conditioned, withheld or delayed), provided that the indemnified party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the indemnifying party, but without obtaining the indemnifying party's consent if the full and final settlement of the Claim comprises only the payment of money and the indemnified party reasonably believes that failure to settle the Claim would be prejudicial to it in any material respect; and
- (d) provide the indemnifying party with reasonable information, assistance and co-operation in responding to and defending the claim, subject to the indemnifying party's compliance with clause 9.5.

9.4 If the indemnifying party does not assume control over the defence of a Claim promptly following receipt of the notice under clause 9.3.5(a), the indemnified party may defend the Claim in any way it deems appropriate at the indemnifying party's expense.

9.5 If the indemnifying party assumes control over the defence of any Claim, the indemnifying party shall:

9.5.1 defend the Claim diligently, using competent counsel and in such a way as not to

bring the reputation of the indemnified party into disrepute;

9.5.2 have regard to the interests and reputation of the indemnified party in its conduct of the Claim;

9.5.3 reimburse the indemnified party for any costs incurred under clause 9.3.5(d);

9.5.4 ensure that the indemnified party is granted access to all documents connected with the Claim and keep the indemnified party informed, at regular intervals, regarding negotiations, litigation and other material matters concerning the Claim;

and

9.5.5 comply with all reasonable directions given by the indemnified party in relation to the Claim.

10 EXPERT DETERMINATION

10.1 Application of provisions

In the event of any dispute arising hereunder such dispute shall be referred to arbitration to be carried out in accordance with the Arbitration Act 1996 (and any statutory modification or re-enactment thereof) by a single arbitrator to be appointed by agreement between the parties or failing agreement within a period of fourteen (14) days from the date of the dispute upon the application of either party to the President for the time being of the Law Society of England & Wales and the decision of such arbitrator shall (save in the case of manifest error) be final and binding on the parties.

11 TENANT'S RIGHT TO TERMINATE THIS LEASE

11.1 The Tenant may terminate this Lease at any time by giving to the Landlord not less than six (6) months' written Notice to that effect.

11.2 The Tenant may terminate this Lease at any time after the Operations Date following substantial breach of this Lease by the Landlord where such substantial breach has the effect that the Equipment is unable to be operated for a continuous period of at least fourteen (14) days provided that the Tenant has served Notice of such breach on the Landlord and has afforded the Landlord a period within which to remedy the breach being seven (7) days.

12 LANDLORD'S RIGHT TO TERMINATE THIS LEASE

12.1 Where the Equipment has not been operated for a continuous period of at least

twelve months then (save where this is as a result of (a) a breach by the Landlord of its obligations in the Lease, (b) an event of Force Majeure or (c) an Insured Risk) then the Landlord may terminate this Lease by giving the Tenant not less than one (1) months' notice in writing provided that this right shall not be exercisable until after the Operations Date.

- 12.2 The Landlord may terminate the Lease at any time by giving the Tenant not less than 90 days written Notice ("Break Notice"), in which case the Lease shall terminate at the end of the notice period specified in the Break Notice. If the Lease is terminated in accordance with this clause 12.2 then the Landlord shall pay the Tenant for its Losses (as defined in DPS Joint Schedule 1 of the EV Charging Contract) subject to the exclusions of the Landlord's liability for items set out in clause 11.3 of the EV Charging Contract and subject always to clause 11.6 of the EV Charging Contract and the Net Book Value of the Goods transferred to it at the End Date, and clauses 10.5.2 to 10.5.5, 10.5.6 and clause 10.5.7 of the EV Charging Contract shall apply.

13 **MUTUAL RIGHT TO TERMINATE THIS LEASE**

At any time after the Operations Date either the Landlord or the Tenant may terminate this Lease if Force Majeure (save where the event of Force Majeure is a risk against which the party claiming termination is obliged under this Lease to insure) prevents either the Landlord or the Tenant from fulfilling all (or substantially all) of its obligations under this Lease for a continuous period exceeding one (1) month or an event of Force Majeure prevents all of the arrangements contemplated by this Lease for a continuous period exceeding one (1) month. The terminating party must give to the other party not less than one (1) months' Notice in writing.

14 **EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

- 14.1 The parties confirm that:

14.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this Lease, not less than 14 days before this Lease was entered into; and

14.1.2 _____ who was duly authorised by the Tenant to do so made a declaration dated the ____ day of ____ in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

14.1.3 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this Lease.

15 **EFFECT OF TERMINATION**

15.1 On the expiry or termination of this Lease the Tenant at its own expense shall vacate the Premises and shall:

15.1.1 Remove the Equipment;

15.1.2 Make good all other damage to the Premises caused by the Tenant or its subcontractors, so as to put the Premises and/or the Landlord's Property in no worse condition than evidenced by the Condition Survey;

15.1.3 Disconnect or make safe the Conducting Media and Electrical Infrastructure connecting the Equipment to the Connection Point;

15.1.4 Disconnect or make safe the Conducting Media and Electrical Infrastructure connecting the Equipment to the Connection Point.

15.2 After the expiry of any Notice served in terms of Clause 11, 12 or 13 this Lease shall cease and determine, and subject to Clause 12.2 without any liability on either party as a result of such termination) so that the Landlord and the Tenant shall be released from all obligations under this Lease.

15.3. Within one month after the end of the term howsoever arising (and notwithstanding that the term has ended), the Tenant shall make an application to close the registered title of this lease and shall ensure that any requisitions raised by HM Land Registry in connection with that application are dealt with promptly and properly; the Tenant shall keep the Landlord informed of the progress and completion of its application.

15.4 Termination of this Lease under Clauses 11, 12 and 13 does not affect any party's rights in connection with any breach by the other party of its obligations under this Lease which may have occurred before the end of the Term.

16 **OPTION TO RENEW**

16.1 Either Party has the right to request the renewal of this Lease on similar terms hereto for a single further term of 60 months, to be agreed between the parties (both parties acting in good faith to achieve this) following a request from either Party giving the other not less than six (6) months' prior written Notice before the expiration of the Term hereby granted exercising the option to renew.

17 **TERM**

17.1 This Lease commences on the Commencement Date and shall expire the 30th September 2040 unless terminated earlier or extended in accordance with the terms of this Lease.

17.2 This Lease will terminate upon the termination or expiration of the EV Charging Contract.

18 GOVERNING LAW AND JURISDICTION

18.1 This Lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

18.2 The parties hereby submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute or claim arising out of or in connection with this Lease or in relation to its existence or validity (including non-contractual disputes or claims).

19 THIRD PARTY PERFORMANCE

19.1 Where the Landlord has obligations or covenants to do or not to do something in, the obligation or covenant shall extend to the Landlord procuring that any Group Company of the Landlord perform and observe such obligations and covenants where such Group Company is party to the relevant connection agreements (or to using all reasonable endeavours to procure that any other third party (other than the Network Operator) performs and observes such obligations and covenants where such third party is party to the relevant connection agreements).

19.2 This Lease may be executed and delivered in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

20. LOCAL AUTHORITY LANDLORD'S CAPACITY AND POWERS

The Landlord enters into this lease solely in its capacity as a landowner in respect of the Premises and not in any other capacity. Nothing in this lease shall restrict the Landlord's powers or rights as a local authority, local planning authority or statutory body to perform any of its statutory functions.

21. REGISTRATION OF THE LEASE

21.1 The Tenant shall;

21.1.1 apply to register this lease at HM Land Registry promptly and in any event

within one month following the grant of this Lease;

21.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and

21.1.3 send the Landlord (and the Superior Landlord where applicable) official copies of its title within one month of completion of the registration.

IN WITNESS whereof this Lease has been executed by the parties as a deed hereto the day and year first herein written.

SCHEDULE 1

Part 1

Rights enjoyed with demise

The grant of this Lease to the Tenant is with the benefit of the following rights in common with the Landlord and any other persons having the same or like rights, unless the right is expressed to be exclusive to the Tenant:

- (a) to enter in and upon the Landlord's Property both with and without workmen, vehicles, plant and equipment over such route as shall from time to time be agreed with the Landlord (such agreement not to be unreasonably withheld or delayed) in order to obtain access during normal working hours (and in an emergency at any time) to the Premises and the Equipment and in the exercise of the Rights.
- (b) the benefit of all rights of way and other rights benefitting the Landlord's Property in so far as required for the purposes of the Permitted Use.
- (c) the right to park vehicles and store temporary equipment in reasonably convenient locations on the Landlord's Property to be first agreed with the Landlord (acting reasonably) to facilitate all permitted construction, maintenance, repair, renewal and replacement.
- (d) the non-exclusive free and uninterrupted passage of electricity and telephone communications and data from and to any part of the Premises and the Landlord's Property through the Conducting Media commonly used for those purposes which are now or may in the future be in, upon or under the Landlord's Property to the Network Operator's network;
- (e) the right of support and protection for the Equipment and the Premises from the Landlord's Property;
- (f) subject to the terms of this Lease to erect and keep the Equipment and to install the Equipment upon or within the Premises, and thereafter to inspect, maintain, adjust, repair, alter, monitor, upgrade, renew, replace and use the same for the Permitted Use;
- (g) to install and lay in and upon the Landlord's Property or to grant to any Network Operator the right to install and lay in or upon the Landlord's Property in such locations and by such means as shall first be agreed with the Landlord (such

agreement not to be unreasonably withheld or delayed):

- (i) such cables to connect the Equipment with the Network Operator's network; and
 - (ii) such meters as the Tenant shall reasonably require for the purposes of the exercise of the Rightsand thereafter to inspect maintain adjust repair alter renew and use the same for the Permitted Use;
- (h) to install the Equipment and Electrical Infrastructure in accordance with the drawings and plans agreed with the Landlord in a good workmanlike manner using good quality materials
- (i) to install and lay in and upon the Landlord's Property such bollards as the Tenant shall reasonably require for the protection of the Equipment together with such other equipment that may be reasonably required for the use of the Equipment in accordance with the Permitted Use in such position or positions as the Landlord shall first approve in writing (acting reasonably)
- (j) to install upon the Landlord's Property in such locations and by such means as shall first be agreed with the Landlord (such agreement not to be unreasonably withheld or delayed) such warning and safety notices and signs as the Tenant shall reasonably require or as the Tenant may by law be required to install
- (k) during normal working hours to enter upon such part of the Landlord's Property adjacent to the Premises and the Equipment as may be reasonably required for the purpose of carrying out the Works, including attaching the Equipment to the Landlord's Property and thereafter inspecting testing reading repairing and maintaining the Equipment
- (l) to use the Landlord's Property, including where necessary the Landlord's cables and wires for an uninterrupted passage of electricity from the Premises to the Connection Point.
- (m) to connect the Equipment into the Network Operator's network at the Connection Point.

SCHEDULE 1

Part 2

Exceptions and reservations

The following rights are reserved out of the letting for the benefit of the Landlord and any other person having express or implied authority from the Landlord to benefit from them:

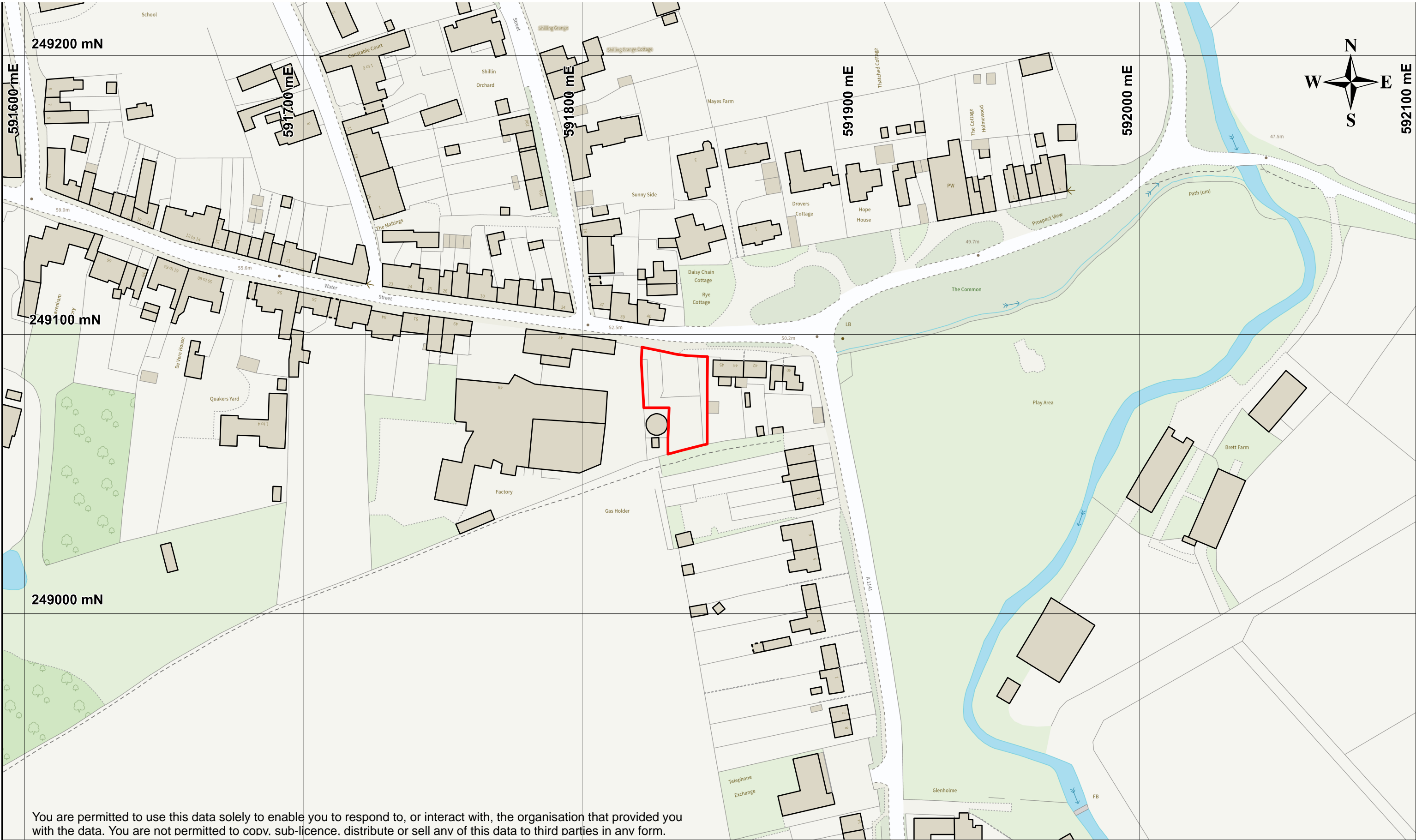
- (a) all rights of entry upon the Premises referred to in this Lease.

**SCHEDULE
2**

Third Party Matters

None

Plan 1



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Growth, Highways and Infrastructure.
Endeavour House, 8 Russell Road, Ipswich, Suffolk. IP1 2BX.



meters
Scale 1:1,250

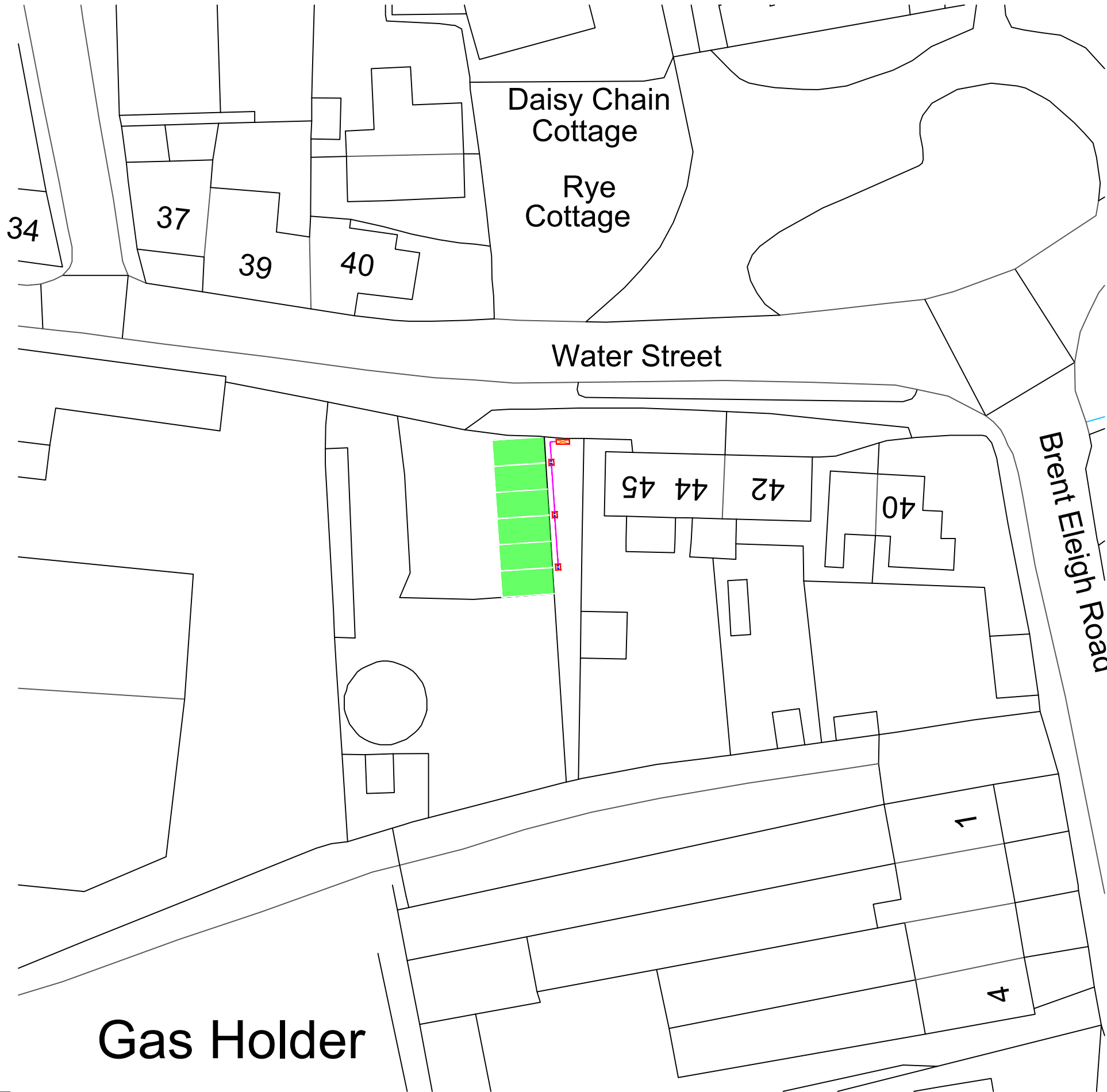
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Suffolk County Council
Licence No. AC0000849963 2025.

Lease Plan - Lavenham Water Street

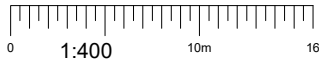


23/04/2025

Plan 2



SCALE 1:400



Key:

Dual EVCP

Distribution board

Key:

Extent of Demised area

Cable Route

EV Parking Bays

| | | | | | | | |
|-----------|----------|---------------------------------|----------|-------------------|----|--------|----|
| Master: | M001 | Project: | SCC EVCP | Purpose of Issue: | LP | Issue: | A1 |
| Date: | 21/03/25 | Revision / Upgrade Description: | | | | | |
| Drawn: | BA | LP First Issue | | | | | |
| Checked: | AH | | | | | | |
| Approved: | CK | | | | | | |

Connected___Kerb

Connected Kerb Ltd
The Tapestry Building
51-52 Frith Street London W1D 4SH

| | | | |
|--------------------|---|--|-----------|
| Site Name: | LP-AL-035 WATER STREET, LAVENHAM | | |
| Site ID: | P-011108 | | |
| Address: | 40 WATER ST, LAVENHAM, SUDBURY CO10 9RN | | |
| Title: | LEASE PLAN | | |
| Project: | SCC EVCP | | |
| Purpose of Issue: | LEASE PLAN | | |
| Master Drawing No: | P-011108_M001 | | Issue: A1 |

EXECUTION PAGE

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 Connected
Kerb Limited
acting by

(Print name of Director)

in the presence of:

(Print name of Witness)

(Address of Witness)

(Occupation of Witness)

.....
SIGNATURE OF DIRECTOR

.....
SIGNATURE OF WITNESS

Suffolk County Council Community Self Help Scheme

Background:

In February 2024 the Clerk advertised for volunteers to form a group to put out flood warning signs on Lower Rd.

The intention was to have a number of local volunteers qualified to put signs on Lower Rd closing the road to traffic so that each flood did not have to be individually reported to Highways with the inevitable delays putting the signs out and removing them.

It has been noted that the signs generally end up on the verge for some days after each flood before being collected by Highways.

The response from local residents was poor but subsequently Cllrs Sherman and Robinson very kindly volunteered and went on the required course.

Recent Developments:

On May 27th 2025 consequent to correspondence concerning the precise wording in the Self Help Scheme Agreement presented by Suffolk County Council for the Parish Council to sign it became clear that it is not possible to implement the signage proposal as intended.

Suffolk County Council informed the Clerk that:

‘Regarding the flood warning signs, you are able to install these signs on the highway in the correct manner according to the training that has been given, please see a couple of examples attached.

Pic 2 is the ideal placement, so this will warn drivers that there is a flood ahead and should not get struck, if you cannot get the sign totally on the verge, pic 1 scenario with a cone beside the sign should be used.

We are not able to place signs in the middle of the road as this would stop vehicles from travelling and classed as a road closure, the only people that are able to close a road, are the Police and the Highway Authority’.

Pic 2



Pic 1



Matters to consider:

It is now completely clear that the Parish Council cannot perform the tasks as originally envisaged.

It is very much regretted that it has taken this long to get this level of detail from Suffolk County Council.

Putting the signs on the side of the road is unlikely to be effective and is likely to cause confusion.

Members of the Public are used to the signs being on the verge only when the flood has eased and the road is now clear. Placing signs on the verge could very possibly lead to an increased numbers of vehicles getting into difficulty.

Motion:

The Clerk is instructed not to sign the Agreement required to enter the Suffolk County Council Community Self Help Scheme and to inform Suffolk County Council that the Parish Council will not be signing the Agreement.

Report Concerning Local Government Reorganisation

- a) On May 27th 2025 Councillors Mawford and Sherman kindly attended a presentation made by Suffolk County Council setting out the County Councils position and reasonings. That presentation is attached as an appendix.
- b) On May 16th 2025 Council received the following email from Cllr John Ward, Babergh District Council leader

'Dear Town and Parish Councillors

Suffolk's district and borough councils have just [launched a wide-reaching survey](#) inviting residents, businesses and communities to help shape the future of our county.

We want to hear people's views on Local Government Reorganisation in Suffolk – the most dramatic change to local government in 50 years.

We want to work with you to design together how any future unitary councils work most effectively with all our towns and parishes.

We will therefore be asking you all what you think; and we want to bring a number of you together in workshops with us to specifically design the best future relationship between parish, town and unitary councils.

If you would like to be involved in these workshops, [please register using this link](#). If you have any other questions about the survey or workshops, email: engagement@baberghmidsuffolk.gov.uk.

Next Steps:

Council needs to determine what its response to the two survey questions will be.

The Survey closes 25th July and so a wording has to be approved at the July meeting of Council.

Councillors are invited to tell the Clerk that they would like to be involved in the workshops.

LAVENHAM PARISH COUNCIL:

5. What is most important to you in thinking about how any future council(s) in Suffolk should operate?

Please rank the following attributes in order of importance by numbering each one from 1 to 9, where 1 is the most important and 9 the least important.

| | |
|--|---|
| | Accountability - Ensuring clear accountability - being open and clear about when, how and who is making what decision; how public money is being spent and who to hold to account for any poor performance |
| | Being local - Ensuring decisions that affect you, and where you live, are made close to you - by councillors and a council that understand your needs and represents your area |
| | Influence - Ensuring you have a say over, and can influence, decisions that will affect you |
| | Money - Ensuring council tax and public funds are spent wisely, efficiently and on the things that matter most to you and other people where you live |
| | Accessibility - Ensuring good local and online access to council services and councillors |
| | Tailored to you - Ensuring council services are tailored to your needs and the needs of other people where you live |
| | Quality - Improving the overall quality of public services |
| | Protecting the vulnerable – Prioritising services for the most vulnerable people |
| | Seamless - Better joining up of public services focused around your needs and those of other people where you live - e.g. services provided by the council, NHS, police, fire and charities |

And

Your voice matters

6. Is there anything else you'd like to say about how local government could work better for you and your community?

Please write in below

| |
|--|
| |
|--|

Local Government Reorganisation in Suffolk

Parish council
sessions



Before we start...

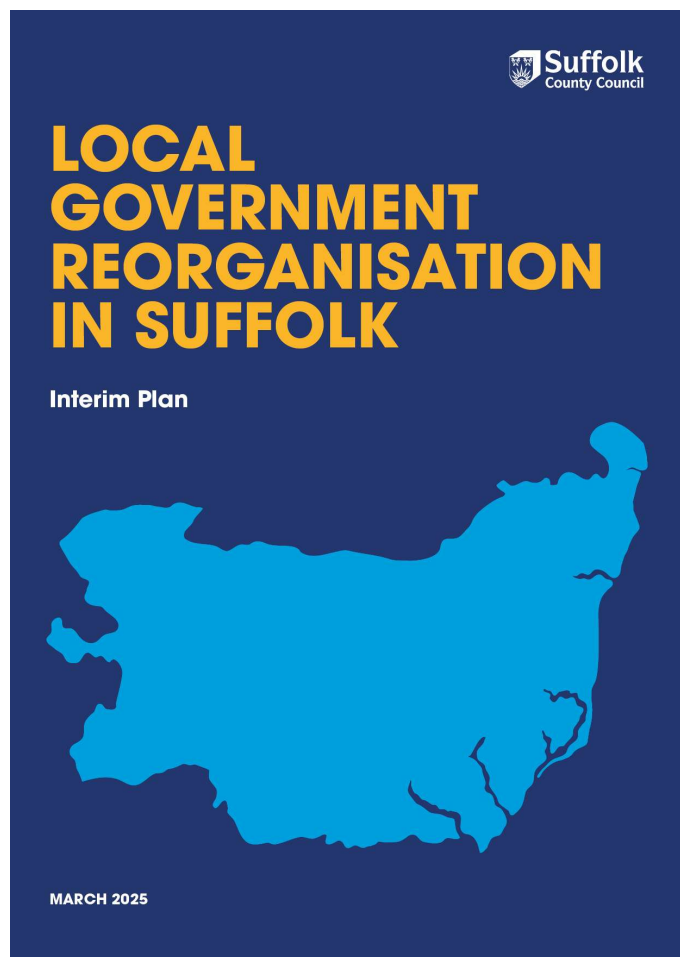
The difference between ‘devolution’ and ‘local government reorganisation’

What is Local Government Reorganisation

- A move from '2 tier' to unitary councils is part of the Government's vision for local government
- Interim plans submitted on **21 March 2025** outlining the proposal/s being developed in Suffolk
- Full business case submitted to Govt by **26 Sept 2025**
- Ministerial decision on which proposals to include in statutory consultation
- Government run statutory consultation on proposals for Suffolk
- Ministerial decision to implement unitary local government in Suffolk



Our interim plan



- Approved at SCC's Cabinet on 18 March
- Proposes a one council approach
- “Alongside this we will co-produce, with the Suffolk Association of Local Councils (SALC) and individual parish and town councils, an invigorated model to strengthen and supplement neighbourhood and community leadership, facilitating additional devolution where appropriate.”
- Residents' summary also available
- Not a decision point
- More information at www.suffolk.gov.uk/devolution

Developing our proposals for



The status quo

- There are currently six councils (the county, district and borough councils) all responsible for different services and different areas
- These have been in place for over 50 years and the Government wants to simplify the system, save money and make services more financially-sustainable
- In response, Suffolk County Council is proposing to replace all six councils with one new council, delivering all services, local and county-wide
- We are very clear, this will mean the end of the county council, along with Suffolk's district and borough councils, and in their place the creation of a one new council with a new structure, councillors and services

Why this is better for Suffolk



- Simpler for residents
- Clearer accountability
- Better use of funding
- Safer services
- Better alignment of services
- More efficient decision-making
- Connected to and empowering residents
- Stronger leadership

Money saved could be used for services like



fixing and
cleaning roads



waste collection
and disposal



housing



social care



planning



leisure centres



school places
and travel



parks and open
spaces



More than one council would cost more

| | 1 council | 2 councils | 3 councils |
|------------------------------|-----------|------------|------------|
| break up costs over 5 years | £0 | £92m | £155m |
| annual savings after 5 years | £26m | £9m | -£3m |
| savings in first 5 years | £104m | £12m | -£52m |
| one off set up costs | £19m | £26m | £32m |

Figures from PwC



What are your concerns around Local Government Reorganisation and what doesn't work for you as a parish council?



Planning decisions



Time and capacity



Councillor numbers



Community voice



Delivering local priorities



Anything else

Can we use local government reform to fix this for you?



Giving you more responsibility for services previously managed by the councils



Taking on new environmental responsibilities (eg sustainability initiatives or renewable energy projects)?



A greater voice in neighbourhood planning



The development of community transport initiatives



Giving you increased financial control through precepts and grants?



Anything else

**How would you like to be heard in the
new system?**

Thank you



Appoint Councillors to the Lavenham Guildhall Committee

Background:

The Chair of the Guildhall Committee wrote in his report to the Annual Parish Meeting:

'The Guildhall Committee has met on 4 occasions over the last year in June, September, December and March.

In June we welcomed the new rector, Simon Pitcher, on to the committee. Unfortunately, no member of Lavenham Parish Council has attended any of our 4 meetings. These 2 representatives being the only permanent members of the committee

Our focus this year has been on trying to review the relevance of the committee as we approach almost 75 years of National trust ownership of the Lavenham Guildhall. Much of the discussion has revolved around updating the Terms of Reference particularly the Responsibility and Scope of the committee. It has been generally agreed that we now play very little part in the day to day running of the Guildhall but hope that the Committee still provides a valuable input on behalf of the people of Lavenham in accordance with the wishes of Sir Cuthbert Quilter'.

Recent Developments:

The National Trust has distributed the Agenda for the next meeting to be held on June 2nd at 2pm.

| | | |
|----|--|------------|
| 1. | <i>Apologies for absence</i> | <i>DJ</i> |
| 2. | <i>Election of Chair and Vice Chair</i> | <i>All</i> |
| 3. | <i>Minutes of 3 March 2025</i> | <i>All</i> |
| 4. | <i>Matters Arising</i> | <i>All</i> |
| 5. | <i>Property Portfolio Update</i> | <i>JW</i> |
| 6. | <i>Property Operations Manager's Update and Finance Report</i> | <i>JW</i> |
| 7. | <i>Museum Committee</i> | <i>JG</i> |
| 8. | <i>Any other business – Terms of Reference</i> | <i>All</i> |
| 9. | <i>Dates of next meetings</i> | <i>All</i> |

Motion:

Council appoints Councillor x to the Lavenham Guildhall Committee.