



Brixworth Parish Council

Minutes of the Ordinary Parish Council Meeting

Thursday 26th October 2023 at 7.30pm

Community Centre & Library, Spratton Road, Brixworth NN6 9DS

In attendance: Cllr Jackie Bird (Chair), Cllr Ian Barratt, Cllr Tom Mitchell, Cllr Christine Ware, Cllr Gaurang Mehta, Cllr Gary Spratt, Cllr James Collyer, and Cllr Elaine Coe and Cllr Frances Peacock.

Absent: Cllr Tony Nixon, Cllr Alan Aisbett, Cllr Compton, Cllr Lunnon
▪ Cllr Frances Peacock arrived at 19:32

Parish Clerk: Josie Flavell

Members of the public: 7

MINUTES

PART ONE – OPENING PROCEDURES

23/6360	Welcome The Chair, Cllr Jackie Bird, welcomed all to the meeting and advised of the evacuation procedures and notified all present that the meeting was being recorded.
23/6361	Apologies for absence and acceptance of apologies for absence Council received and accepted all apologies from the following: <ul style="list-style-type: none">▪ Cllr Tony Nixon▪ Cllr Alan Aisbett▪ Cllr Barbara Lunnon▪ Cllr Lynne Compton Prop. Cllr Ware / Sec. Spratt. All in favour <ul style="list-style-type: none">▪ Cllr Neal Brown gave no apologies nor was a reason for absence given – not accepted.
23/6362	Declarations of Interest a) There were no declarations of any disclosable pecuniary or other interests reported. b) There were no dispensations or written requests for dispensation of DPI to consider.
23/6363	Agree and Sign the Minutes of Previous Meeting Council RESOLVED to Chair Bird approving the Ordinary Parish Council Meeting Minutes and Confidential Minutes for the meeting held on 28 th September 2023, as true and accurate records. <ul style="list-style-type: none">▪ Full Council Minutes - Prop. Cllr Ware / Sec. Cllr Mitchell. 6 In favour with 3 Abstentions▪ Full Council Confidential Minutes - Prop. Cllr Ware / Sec. Mitchell. 6 In favour with 3 Abstentions

Members of Brixworth Parish Council

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Councillor Barbara Lunnon, Councillor Gaurang Mehta, Councillor Tom Mitchell, Councillor Tony Nixon,
Councillor Frances Peacock, Councillor Gary Spratt and Councillor Christine Ware*

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Initialed:





23/6364	Public Open Forum Session <p>a) Mike Nice, Community Centre Manager, reported that the spring bulbs approved at the last Council meeting will be planted with help from members of the community and the Cubs, on the 2nd of November, 6pm at the Millennium Gardens. The Remembrance Day parade will be held on Sunday the 12th of November with the new Royal British Legion standard flying for the first time.</p> <p>b) WNC Cllr Jonathan Harris reported that a lot of work has continued behind the scenes concerning the Brixworth Allotments with various options being discussed, with one being a 5-year lease option. This will not secure the land forever but allows time to investigate other options. The WNC Planning Director has confirmed that there is potential for this to be dealt with via the precept, with a Band D equivalent of £2.57 per household. If this is approved, it would give a form of security for that period of time.</p> <p>c) WNC Cllr Cecile Irving-Swift reported that she was in attendance to observe only and to answer any questions residents or councillors may have. As it had been a while since Cllr Irving-Swift had last been in attendance, Council members introduced themselves.</p>
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PART TWO – FOR DECISION

23/6380	Printing Costs for Housing Needs Survey (HNS) <p><u>Council unanimously agreed to move this motion to earlier in the meeting and to allow for the Strategic Planning Committee Chairman Mike Parsons, to speak during the agenda item.</u> <u>Prop. Cllr Mitchell / Sec. Cllr Spratt. 8 In Favour with 1 Abstention.</u></p> <p>Mike Parsons reported that things have moved rapidly forward since Meeting Paper O was issued last Friday, and that the survey will now be hybrid with both paper copies as well as an online version. Once the surveys have been completed, they need to be returned to West Northants Council and residents can either do this by posting it directly to them or, posting it into the Parish Council secure post-box for WNC to collect.</p> <p>Due to data protection rules, WNC will not allow Parish Council staff or members, to view the sensitive data such as financial information on the returned surveys, and therefore, a decision is to be made how that data is going to be entered due to WNC not having enough resources to undertake this work.</p> <p>Any parents with older children living with them, can request extra copies for them to complete i.e. 18 years and over.</p> <p>The letter and survey will need to be delivered to all homes to coincide with the public forum being held on the 11th of December at the Community Centre and the public consultation period will open from 11th of December through to the 14th of January 2024.</p> <p>The Parish Council will need to pay for the printing of the survey and arrange for its delivery as WNC do not hold a budget for this and nor do they have the resources. All surveys will be sequentially numbered for cross referencing purposes and delivered with a return envelope. Thanks were given to the Clerk and the Strategic Planning Committee for their hard work.</p> <ul style="list-style-type: none">▪ Council considered the printing costs as circulated prior to the meeting for the pending Housing Needs Survey, which is being worked on in conjunction with West Northants Council and RESOLVED to approve a budget of up to £1,500 for this purpose, and for the cost to be borne out of general reserves Prop. Cllr Barratt / Sec. Mitchell. All in favour.▪ Council also RESOLVED to give the Clerk delegated authority to complete this task. Prop. Cllr Mitchell / Sec. Ware. All in favour.	JF
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Initialed:



23/6365	<p>A508 Harborough Road, Brixworth - 40mph & 50mph Speed Limits & Toucan Crossing Council considered the WNC Highways proposal to install a Toucan crossing and reduce speed limits to 40 and 50mph respectively, along the Harborough Road within the parish of Brixworth, and RESOLVED to respond stating that they are delighted with the proposal and fully support it. Prop. Cllr Ware / Sec. Cllr Mitchell. All in favour.</p>	JF
23/6366	<p>CPRE Roof Top Solar Campaign/Petition Council RESOLVED to support this campaign and for Councillors to sign the CPRE petition as individuals, urging the Government to fully realise the benefits of solar roof tops as detailed in Meeting Paper C. It was also agreed that this campaign will be promoted through the council website and social media channels to allow residents to make their own decision/response. Prop. Cllr Ware / Sec. Cllr Mitchell. All in favour.</p>	GK
23/6367	<p>Rural and Market Town Group Membership Council considered the request received to join the Rural and Market Town Group but RESOLVED not to take this any further, on the grounds that it has been considered in the past with the request declined and Brixworth is not market village nor town. Council does <u>not</u> feel it would benefit from such a membership. Prop. Cllr Peacock / Sec. Cllr Mitchell. All in favour.</p>	JF
23/6368	<p>Zero Hour – Climate and Ecology Bill Council RESOLVED to agree to support the Climate and Ecology Bill and join the 168 Parish and Town Councils that have already done so and RESOLVED to agree the following motions: a) Support the Climate and Ecology Bill; b) Inform local residents and inform local press/media of this decision using social media and the Parish Council website; c) Write to MP Chris Heaton Harris to inform him that this motion has been passed, and urge him to sign up to support the CE Bill, or thank him for already doing so; d) Write to Zero Hour, the organisers of the cross-party campaign for the CE Bill, expressing Brixworth Parish Council's support (councils@zerohour.uk). Prop. Cllr Ware / Sec. Cllr Spratt. 7 In favour with 2 against.</p>	JF/GK
23/6369	<p>Finance Council RESOLVED to approve the payments list for October 2023. Prop. Cllr Peacock / Sec. Cllr Ware. All in favour.</p>	GK
23/6370	<p>St David's Boundary Bollards Council considered all options as outlined in Meeting Paper G, to replace the current wooden bollards on the boundary of St David's sports field (St David's Close area), to prohibit unauthorised access to the public open space and RESOLVED to approve Option 4, which involves installing 8 planters and 5 spheres along the boundary at a total cost of £4,644 exc. VAT, and to give the Clerk delegated authority to complete the project utilising the CIL fund to pay for the works. Prop. Cllr Mitchell / Sec. Cllr Barratt. All in favour.</p>	JF/DF
23/6371	<p>Special Events Application – Brixworth Football Club Council RESOLVED to approve the application received from Brixworth Football Club to hold their annual Football Tournament Day on the 9th of June 2024. Prop. Cllr Spratt / Sec. Cllr Barratt. All in favour.</p>	JF

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Councillor Frances Peacock, Councillor Gary Spratt and Councillor Christine Ware

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23/6372	<p>No Mow May 2024</p> <p>a) Council RESOLVED to partake in this initiative again during May 2024, and conduct it the same as this year, i.e. only mow the sports grounds and play areas, with all other greens spaces to be left for the entire month, which is in line with the Green Framework. Prop. Cllr Ware / Sec Cllr Peacock. All in favour.</p> <p>b) Council RESOLVED to publicise this via the Bulletin and social media platforms in advance of May 2024. Prop. Cllr Bird / Sec. Ware. All in favour.</p>	JF/GK
23/6373	<p>Bus Stop Living Roof</p> <p>Council RESOLVED to approve the quote from Bridgman & Bridgman for £1085.00 to install the Living Roof to the bus stop shelter situated on the Northampton Road. However, the Clerk is to arrange for the roof to be inspected first, to ensure it is structurally sound and for any remedial works to be completed first also.</p> <p>Maintenance was discussed and it was confirmed that between now and Christmas is the best time of year for installation to allow time for the roof to establish itself before the spring.</p> <p>The Clerk agreed to ask the contractor to conduct the survey prior to undertaking the works and ask if the survey of the roof is included within the price.</p> <p>Council RESOLVED to approve the quote and to give the Clerk delegated authority to organise the aforementioned and arrange for the works to be completed.</p> <p>Prop. Cllr Bird / Sec Cllr Ware. All in favour.</p>	JF
23/6374	<p>Hedgerow Maintenance</p> <p>a) Council considered the frequency of cuts for Parish Council owned hedgerows and agreed that one cut should take place only for this year without the need for another cut in spring, and for an assessment of all hedges and their individual needs to be conducted to decide what action needs to be taken from spring 2024 onwards.</p> <p>All agreed that one cut per annum is sufficient and in future should take place just before spring in early March and that a long-term plan for hedges is to be created going forward.</p> <p>Prop. Cllr Barratt / Sec. Cllr Mitchell. All in favour.</p> <p>b) This item was covered within 23/6374a.</p>	JF
23/6375	<p>Annual Village Calendar – Brixworth Bulletin</p> <p>Council RESOLVED to approve the payment of £400 to the Brixworth Bulletin for the annual village ‘Then and Now’ calendar for 2024 and NOTED that it is proposed for all proceeds from the sale of such be awarded to the Brixworth Wombles.</p> <p>Prop. Cllr Bird / Sec. Cllr Mitchell. All in favour.</p>	GK
23/6376	<p>White Ribbon Day</p> <p>Council RESOLVED to support White Ribbon Day (25th November 2023) and agreed for the Admin Assistant Gavin Kirkup to record a short video stating how Council are supporting this initiative, which is then to be added to the Council website and social media platforms.</p> <p>Prop. Cllr Bird / Sec. Cllr Spratt. All in favour.</p>	GK
23/6377	<p>Community Orchard Tree Guards</p> <p>Council RESOLVED to approve the funding of tree guards – stakes and chicken wire - for the community orchard, the same as the Jubilee tree protection and utilise the climate change/environmental budget for this purpose. Delegated authority has been given to the Clerk</p>	JF

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	to purchase the items required for planting on the 11 th of November. Prop. Cllr Ware / Sec. Cllr Mitchell. All in favour.	
23/6378	Carbon Literacy Training Council RESOLVED to give Cllr Ware delegated authority to run the Carbon Literacy training before the end of this year, in line with the Green Framework as per information contained within Meeting Paper M, and to pay for the £10 per head fee for councillors and members of staff only, for those that want to be certified. This initiative is to be promoted via social media and the Council website to allow for residents of council working groups such as Strategic Planning, Sports Liaison and Brixworth Climate Action Group to come forward to be trained also. Prop. Cllr Ware / Sec. Cllr Barratt. All in favour.	CW/GK
23/6379	Community Christmas Tree Council considered the proposal for an outdoor Christmas tree to sit outside of the Community Centre, as per the options detailed in Meeting Paper N and RESOLVED for the Clerk to have delegated authority to purchase a real tree and approach Welford Christmas Tree Farm, and to co-ordinate the delivery with Mike Nice and Cllr Collyer. The school is to be contacted to ask if they would like to make eco-friendly decorations to be hung off the tree and the Clerk is to complete a risk assessment to ensure all health and safety matters are observed. Prop. Cllr Collyer / Sec. Cllr Mitchell. All in favour.	JF/JC
23/6380	Printing Costs for Housing Needs Survey This agenda item was discussed earlier in the meeting. Please see the first item under the 'For Decision' Section of the minutes.	-

PART THREE – FOR INFORMATION

23/6381	External Audit – year ending 31st March 2023 a) Council NOTED the External Auditor PKF Littlejohn did not manage to review Brixworth Parish Council's audit file before the regulation deadline of 30 th September 2023 and that an Interim Audit Report was issued (1 st October) and uploaded to the Council website. b) Council NOTED the External Auditor PKF Littlejohn has since concluded the audit (12 th October) with except for matters and the Notice of Conclusion of Audit and all other documents pertaining to the external audit, have been uploaded to the website. c) Council NOTED the contents of the Action Plan to remedy the issue raised by the External Auditor. Thanks were given to the Clerk and the Admin Assistant for their hard work in passing audit.	-
23/6382	BT Kiosk Adoption – Church St./Silver St. Council NOTED the adoption has been processed, the Clerk has signed the contract and returned it to BT and the kiosk has been entered onto the Asset Register.	-
23/6383	Committee and Working Group Minutes Council received and NOTED the following sets of minutes, as circulated to Council prior to the meeting: a) Brixworth Climate Action Group Meeting held on 10 th October 2023. b) Planning Committee Meeting held on 16 th October 2023. c) Brixworth Strategic Planning Working Group Meeting held on 17 th October 2023.	-

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23/6384	Northants CALC AGM Council received and NOTED the contents of the report from Cllr Lynne Compton in relation to the Northants CALC Annual General Meeting held on the 7 th of October 2023.	-
23/6385	Clerk's Report Council received and NOTED the contents of the monthly report and thanked her for all of her hard work in the last month.	-
23/6386	Parish Councillor Representatives Updates a) Village Hall – there were no new reports to receive. b) Thomas Roe Charity - Cllr Mitchell reported that a new report will be given in the new year. c) NCALC – there were no new reports to consider. d) Police Liaison – there were no new reports to consider. e) Armed Forces - Cllr Bird reported that on the 12 th of November RBL will be attending the Remembrance Sunday parade and that the recent Motorbike parade was a success with 50-60 bikes in attendance. f) Verification Officer – it was reported that the most recent verification had taken place with all authorisations completed. g) Environment, Highways and Climate Change Champion - Cllr Ware reported the next BCAG meeting is being held on 14 th of November. The planting of the first community orchard trees will be taking place on the 11 th of November with the help of 9 volunteers at 10am on Holcot Road, however, more volunteers are required and this needs to be publicised on social media. h) Central Sports Rep – there were no new reports to consider.	-
23/6387	To Note the Dates of the Next Meetings: Council NOTED all future meeting dates. <ul style="list-style-type: none"> ▪ Planning Committee - 6th November 2023 ▪ Buildings Working Group – 13th November 2023 ▪ Brixworth Climate Action Group – 14th November 2023 ▪ Planning Committee – 27th November 2023 ▪ Full Council – 30th November 2023 	

PART FOUR & FIVE – CONFIDENTIAL MATTERS

There were no confidential matters to be considered.

PART SIX – URGENT MATTERS

23/6388	Urgent Matters for Report Only <ul style="list-style-type: none"> ▪ The Clerk reported that Brixworth Juniors FC had asked if Council can write a supporting letter for their grant application for funding to extend the football storage. It was agreed that full details are needed at the next meeting in order for a decision to be made. ▪ The Clerk and Admin Assistant requested that given the issues that had arisen that day in relation to negative behaviour towards staff, Civility and Respect needs to be revisited. Council unanimously agreed that this should be added to the November agenda and for the Clerk to circulate the Code of Conduct in advance so council members can suggest changes, to ensure all members are clear of the behaviours expected and adhere to the Code going forward. 	-
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PART SEVEN – CLOSING PROCEDURES

23/6389	Next Ordinary Meeting a) - BT kiosk - Hedge Spratton Road - Storage facility football - Code of Conduct Civility and Respect - Planning Committee members b) Council NOTED the next meeting date for the Ordinary Council Meeting as 30 th November 2023.	-
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In the absence of further business, the meeting was closed at 21:14pm

Signed as a true and accurate record:

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Cllr Jackie Bird - Chair
Brixworth Parish Council
Date: 30th November 2023

Minutes Prepared by:
Josie Flavell
Parish Clerk & RFO
Brixworth Parish Council
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E: parish.clerk@brixworthparishcouncil.gov.uk

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Brixworth Parish Council
PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
221	08.04	Ashway Changing Roo	27/10/2023	01 Nat West Revenue		Toilet Seat	Trade UK - B&Q/ Screwfix	S	9.99	2.00	11.99
222	07.03	Christmas Lights	01/12/2023	01 Nat West Revenue		Community Planting & Christm	Troops	S	75.00	15.00	90.00
222	07.14	Flowers	01/12/2023	01 Nat West Revenue		Community Planting & Christm	Troops	S	50.00	10.00	60.00
222	07.14	Flowers	01/12/2023	01 Nat West Revenue		Community Planting & Christm	Troops	S	50.00	10.00	60.00
223	03.03	Telephone -Mobile Str	24/10/2023	01 Nat West Revenue		Phone Top Up - Staff	Asda Mobile	X	5.00		5.00
224	03.03	Telephone -Mobile Str	26/10/2023	01 Nat West Revenue		Phone Top Up - Staff	Asda Mobile	X	5.00		5.00
225	02.10	Human Resources/ He	31/10/2023	01 Nat West Revenue		Management Services	Peninsula Business Systems	S	144.85	28.97	173.82
226	07.06	Van Lease Costs	01/11/2023	01 Nat West Revenue		Van Lease Costs	Lex Autolease	S	239.58	47.91	287.49
227	04.12	Bank Charges	31/10/2023	01 Nat West Revenue		Bank Service Charge	Nat West Bank	E	9.45		9.45
228	07.15	Climate Change / Envii	02/11/2023	23/6377	01 Nat West Revenue	Stakes for Community Orchard	Amazon Services Europe Sarl	S	82.45	16.49	98.94
229	07.15	Climate Change / Envii	02/11/2023	23/6377	01 Nat West Revenue	Chicken Wire for Community C	Amazon Services Europe Sarl	S	32.90	6.58	39.48
230	07.15	Climate Change / Envii	02/11/2023	23/6377	01 Nat West Revenue	Ties and Staples for Communit	Amazon Services Europe Sarl	S	8.74	1.75	10.49
230	07.15	Climate Change / Envii	02/11/2023	23/6377	01 Nat West Revenue	Ties and Staples for Communit	Amazon Services Europe Sarl	S	11.14	2.24	13.38
231	05.02	Bus Subsidiary	01/12/2023	01 Nat West Revenue		Bus Share 2023/2024	Spratton Parish Council	E	1,000.00		1,000.00
232	02.11	ICT	01/12/2023	01 Nat West Revenue		Cloudy IT Monthly Charges	Cloudy IT	S	236.70	47.34	284.04
233	07.07	Fuel - Van & Mowers	01/12/2023	01 Nat West Revenue		Fuel	AH Blason	S	113.04	22.61	135.65
234	08.03	Ashway Changing Roo	20/11/2023	01 Nat West Revenue		Water & Sewerage	Wave AW Business	E	63.77		63.77
235	07.02	Sundry Purchases - M€	01/12/2023	01 Nat West Revenue		Maintenance	Trade UK - B&Q/ Screwfix	S	39.56	7.91	47.47
236	14.26	Projects - St David's Pl	13/11/2023	23/6370	01 Nat West Revenue	St David's Troughs and Sphere	Geoffs Garden Ornaments	S	3,650.25	730.05	4,380.30
237	08.03	Ashway Changing Roo	21/11/2023	01 Nat West Revenue		Ashway Electricity - 1st Aug - :	EON Next Energy Limited (As	L	515.26	25.76	541.02
238	07.02	Sundry Purchases - M€	07/11/2023	01 Nat West Revenue		Maintenance Sundries	Amazon Services Europe Sarl	S	3.92	0.78	4.70
239	02.15	Adobe License	06/11/2023	01 Nat West Revenue		ICT Services	Adobe	E	16.64		16.64
240	07.14	Flowers	01/12/2023	01 Nat West Revenue		Poppy Wreath	Royal British Legion, Brixwor	E	30.00		30.00
241	09.05	St David's Trade Wast	01/12/2023	01 Nat West Revenue		Trade Waste	Bakers Waste	S	93.02	18.60	111.62
242	07.03	Christmas Lights	09/11/2023	23/6379	01 Nat West Revenue	Community Christmas Tree	Welford Christmas Tree Farr	S	310.37	62.07	372.44
243	07.03	Christmas Lights	09/11/2023	23/6379	01 Nat West Revenue	Picket Fence	The Picket Fence Company	S	308.29	61.66	369.95
244	04.11	Telephone & Broadbar	07/11/2023	01 Nat West Revenue		Broadband & Landline Telephc	Talk Talk Business	S	62.90	12.58	75.48
245	03.03	Telephone -Mobile Str	03/11/2023	01 Nat West Revenue		Phone Top Up - Staff	Asda Mobile	X	5.00		5.00
246	07.03	Christmas Lights	09/11/2023	23/6379	01 Nat West Revenue	Christmas Tree Batteries	Amazon Services Europe Sarl	S	7.49	1.50	8.99
247	07.03	Christmas Lights	09/11/2023	23/6379	01 Nat West Revenue	Christmas Tree Batteries	Amazon Services Europe Sarl	S	15.79	3.16	18.95
248	07.03	Christmas Lights	09/11/2023	23/6379	01 Nat West Revenue	Community Christmas Tree Lig	Amazon Services Europe Sarl	S	54.97	11.00	65.97
249	04.08	Training	01/12/2023	01 Nat West Revenue		Ncalc Training	Northants CALC	S	48.00	9.60	57.60

Brixworth Parish Council
PAYMENTS LIST

Voucher	Code	Date	Minute	Bank	Cheque No	Description	Supplier	VAT Type	Net	VAT	Total
250	08.02	Ashway Grass Cutting	01/12/2023	01 Nat West Revenue		Grounds Maintenance	R&G Grounds Maintenance	S	227.00	45.40	272.40
250	09.02	St David's Grass Cuttir	01/12/2023	01 Nat West Revenue		Grounds Maintenance	R&G Grounds Maintenance	S	281.00	56.20	337.20
250	07.16	Library Shrub Bed	01/12/2023	01 Nat West Revenue		Grounds Maintenance	R&G Grounds Maintenance	S	53.00	10.60	63.60
250	10.01	Millennium Garden	01/12/2023	01 Nat West Revenue		Grounds Maintenance	R&G Grounds Maintenance	S	210.00	42.00	252.00
251	04.06	Stationery & Postage	01/12/2023	01 Nat West Revenue		Keys Cut	Mike Nice	S	13.17	2.63	15.80
252	03.01	Clerk's Expenses	15/11/2023	01 Nat West Revenue		Refreshments for meeting	Olive Branch	E	2.90		2.90
253	04.06	Stationery & Postage	16/11/2023	01 Nat West Revenue		Postage Stamps	Post Office	S	12.50	2.50	15.00
254	04.11	Telephone & Broadbar	15/11/2023	01 Nat West Revenue		Mobile Telephone	EE Limited	S	16.21	3.24	19.45
255	07.03	Christmas Lights	15/11/2023	01 Nat West Revenue		Christmas Lights (Faulty Set -	Amazon Services Europe Sarl	S	26.65	5.33	31.98
256	01.01	Salaries	16/11/2023	01 Nat West Revenue		Salaries and Wages	DCK Payroll Solutions	E	11,708.75		11,708.75
256	01.03	Pension - LGPS	16/11/2023	01 Nat West Revenue		Salaries and Wages	DCK Payroll Solutions	E	1,505.48		1,505.48
256	01.02	Employer NI	16/11/2023	01 Nat West Revenue		Salaries and Wages	DCK Payroll Solutions	E	1,091.96		1,091.96
257	07.12	Trees - Surgery	01/12/2023	01 Nat West Revenue		Tree Works	TH Trees & Hedges	E	420.00		420.00
Total									22,867.69	1,323.46	24,191.15



Brixworth Parish Council
Report to: Full Council 22/11/2023

Summary: Millennium Gardens Lighting

Attachments: Photographs

1.0 BACKGROUND:

The Brixworth Centre has reported to council in the past, the need for lighting in the Millennium Gardens to ensure the health and safety of all its users in the darker months, but to also facilitate the safe journey on foot when using the garden footpath between the Brixworth Centre and church car park.

The footpath leading from the church car park through the Millennium Gardens into the Brixworth Centre is currently only lit by solar lamps, which are not very effective and do not emit enough light to illuminate the footpath and keep users/visitors safe.

2.0 PROPOSAL:

- To agree to the Brixworth Centre installing new mains fed lighting bollards along the footpath within the gardens.
- To agree to the Clerk working in conjunction with the Brixworth Centre to project manage this initiative.

3.0 CONSIDERATIONS

The lease is up for renewal in approximately 2 years' time, at which point, Council may decide not to renew. However, if council were to agree to the aforementioned proposals, it would allow for this essential resource to be installed prior to the lease being potentially renewed.

Currently, the footpath in the darker months is an accident waiting to happen and could prove to have dire consequences for Council, who would be liable for any accidents under the current lease.

There has already been one report of an elderly member of the community falling on the footpath since the clocks have been turned back this autumn.

Planning and Conservation Issues

The Clerk has been in liaison with the Conservation Planning Officer at West Northants Council who has agreed that no planning consent is required – please see below for the Officer's comments. The only requirement they have is to agree and sign off the design of the lighting bollards to ensure they are in-keeping with the area.

Thank you for your email regarding installing lighting bollards in the Millennium Gardens. Part 12 of the General Permitted Development Order 2015 gives local councils, including parish councils, particular permitted development rights. Lighting bollards would come under these PD rights given that the parish council is the body responsible for maintaining the gardens. In short, planning permission is not required.

Church/Diocese Consent

Under the terms of the current lease within section 6 of the Tenants Covenant, Council is able to make alterations without the need for consent from the Church or the Diocese, as long as all necessary permissions are sought and granted.

4.0 FINANCIAL INFORMATION:

There are no financial implications for Council. The Brixworth Centre have agreed to pay for the purchase and installation of the lighting bollards and their continued costs, i.e. maintenance and unmetered supply.



5.0 CONCLUSION/RECOMMENDATION:	Due to there being no costs to council, no need for planning consent and most importantly, there is currently a health and safety risk, the Clerk recommends that Council supports this initiative and agrees to the proposals set out in item 2.0 of this report.	
Implications:		
Council Objectives:	To agree to the aforementioned proposals within section 2.0 of this report.	
Resource Requirements:	Clerk – project management	Y
Do we have the resource available?	Yes	Y
Equalities & Human Rights	Are there equalities and /or human rights issues?	N
Equalities Impact Assessment	Is an impact assessment is required?	N
Crime and Disorder	Has crime and disorder have been considered?	Y
Biodiversity	Are there any bio-diversity implications?	N
Financial	Are there financial implications at this stage?	N/A
	Will there be financial implications?	N/A
	Is there provision within the budget?	N/A
	Could there be additional expenditure?	N/A
Legal	Is there potential for income generation?	N/A
	Do we have power, to act?	Y
	<i>Local Government Act 1957 s3</i>	-
Risk Management	Are there any risks? If so, how will these be mitigated?	N/A
Risk Assessment	Is a risk assessment required?	Not Yet
Project Management	Is project management is required?	Y
Person originating this report: Josie Flavell – Parish Clerk		
Date: 22/11/2023		

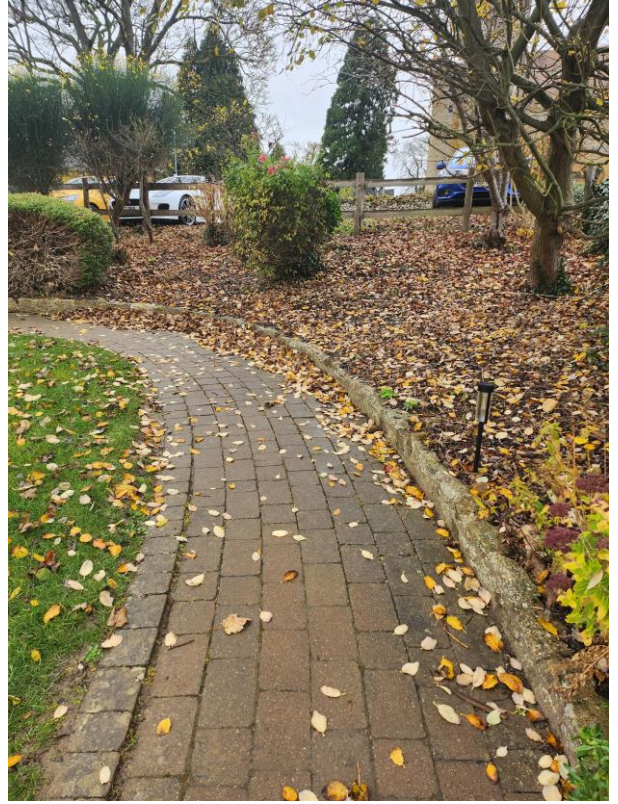
Photographs



View from car park gateway



Looking towards car park gateway



Gavin Kirkup
Brixworth Parish Council
Brixworth Parish Council
Brixworth Library & Community Centre
Spratton Road
Brixworth
Northants
NN6 9DS

Our Ref: 48143449
7th November 2023

Dear Kirkup,

Fleet Rated Commercial Motor 2023 Renewal

I am writing to you in connection with your above policy with ERS which falls due for renewal on 4th December 2023. I am pleased to offer you the following terms for the period of cover from 4th December 2023 to 3rd December 2024:

Premium £876.20 including Insurance Premium Tax (IPT) and fees

Your Needs

From our knowledge of your circumstances and the information provided by you, it has been established that you have a requirement for the following cover.

Motor insurance designed to provide cover in respect of the business's legal liability for injury or damage to third parties, caused by the use of the motor vehicle(s), in connection with the business, with options to include theft of the vehicle, fire and accidental damage.

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong.

Based on the information provided in:

- Our previous telephone conversation(s)
- Subsequent correspondence.

and nothing has changed since our last communication.

Motor insurance designed to provide cover in respect of the business's legal liability for injury or damage to third parties, caused by the use of the motor vehicle(s), in connection with the



Broker at LLOYDS



James Hallam Council Guard
Spargo House, 10 Budshead Way, Plymouth PL6 5FE
Web: www.jameshallam.co.uk
Tel: 01752 670440 | Fax: 01752 229125

Registered in England Company No. 1632840
Registered office: 156 South Street, Dorking, Surrey RH4 2HF
James Hallam Council Guard is a trading name of James Hallam Limited
James Hallam Limited is authorised and regulated by the Financial Conduct Authority
Registration number 134435

business, with options to include theft of the vehicle, fire and accidental damage.

Insurance designed to provide cover in respect of the main insurable risks faced by the business including

- Loss or damage to the business assets
- Liabilities to others as a result of the business activities
- The effects of loss or claims to the business

With terms which reflect the business's ability to absorb or transfer these risks.

Insurance with Insurers who are financially stable or strong.

Based on the information provided in:

- Our previous telephone conversation(s)
- Subsequent correspondence.

and nothing has changed since our last communication.

Our Advice

We are providing advice to you in relation to the suitability of our recommendation to meet your needs.

The Capacity in which we act

In order to meet regulatory obligations, we are required to provide details to ALL clients of the capacity in which we are acting during three key stages of the insurance cycle

In respect of this contract:-

- In sourcing a suitable policy for you – We are acting as your agent
- When placing cover – We will be acting as your agent
- In the event of a claim – We will be acting as your agent

Our Recommendation and Market Selection

Based on this information and on our knowledge of the market, we recommended renewal with your current Insurer ERS as:

We are providing a Personal Recommendation in relation to the suitability of this product to meet your needs.

Insurer Selection

Following a review of your requirements and based upon our knowledge of insurance markets, we have not sought alternatives and have therefore only considered the existing insurer. We do constantly compare our exclusive products against the market to ensure the cover remains comparable and that the pricing remains competitive.

We believe that the terms presented provide a scope of cover and premium that is appropriate to satisfy your insurance requirements having taken into account the specific nature of your own risk profile.

The credit rating for Equity Red Star (Lloyd's syndicate 218) from Standard and Poor's is 'A+'

Standard and Poor's Ratings

Standard & Poor's Insurer Financial Strength Rating guideline is an opinion of the financial security characteristics of an insurance organisation with respect to its ability to pay under its insurance policies in accordance with their terms. The classifications are:

AAA Extremely Strong
AA Very Strong
A Strong
BBB Adequate

A + or - reflects the respective standing in the rating shown - we try to use only those Insurers with an "A" rating or higher. Additional information is available on Standard and Poor's website www.standardandpoors.com

Whilst we make every endeavour to use Insurers who are financially sound, you will appreciate that we cannot guarantee or otherwise warrant the solvency of any Insurer. If for some reason a prospective insurer does not meet our criteria, we will inform you and seek your specific approval before we place insurance with that insurer.

The cost of cover at the start of last year and what the cost would have been for the cover required at the end of the year, at last year's rates, are also shown for comparison.

	Cover at Start & End of Current Year (GBP)	2023 Renewal Quote (GBP)
Premium	711.00	760.00
Insurance Premium Tax	85.32	91.20
Admin Fee	25.00	25.00
Total (GBP)	821.32	876.20

In addition, we are unable to provide you with the following cover:

N/A

The risk details on which our recommendation is based are shown on the enclosed renewal notice and policy summary we believe these meet all the requirements we have identified, unless otherwise stated. It is important that you review the risk details to ensure that your requirements are accurately reflected. The main terms and conditions of the covers are outlined in these documents but for full details please always refer to the actual policy document.

Please be aware that covers have been based on last year's details unless revised figures have been provided. If any of the information is inaccurate or you feel that the levels of cover need updating, please let us know immediately as a further review may then be required to establish the correct recommendation for your insurance needs.

Significant warranties, conditions, exclusions and subjectivities

We draw your attention to:

Excess: **001 - Damage, fire and theft excess (£100)**
We will not pay the first amount shown in the schedule for any claim under section 2 of your policy document.
This endorsement will not apply to claims made for windscreen damage only, and the amount shown is on top of any other amount

which you may have to pay under this insurance.

Additional excesses for young or inexperienced drivers

If your vehicle is damaged while a young or inexperienced person (including yourself) is driving, you will have to pay the first amount of any claim as shown below. This is on top of any other excess that you may have to pay.

Drivers	Amount
Under 21	£300
Aged 21 to 24	£200
25 or over who has a provisional driving licence or has not held, for 12 months or more, a full driving licence issued by the UK or any country which is a member of the European Union	£200

These amounts do not apply if the loss or damage is caused by fire or theft.

Exclusion:

012 - Driving exclusion (age 25) - in respect of Commercial Vehicles

We will not provide any cover while your vehicle is being driven by, or is in the charge of, any person under the age stated against this endorsement number.

Endorsement:

037 - No claims bonus removed

The "no claim bonus" section of your policy document does not apply to this insurance.

D77 - Trailer cover attached or detached

Sections 1 and 2 of your policy document (Liability to others and Loss of or damage to your vehicle) are extended to apply to any trailer which is attached to or detached from your vehicle, provided that the value of the trailer does not exceed £5,000.

If the trailer is detached from your vehicle, cover will only apply if,

- the trailer is fitted with a security device which is operation when the trailer is not in use; and
- the trailer is securely parked with the brakes on.

We are not liable for the loss of or damage to any contents in or on the trailer.

525 - Trailer limit amended (£15,000)

Within section 2 of your policy document, the £50,000 value in the sub-section "Agricultural trailers (agricultural vehicles only)" is amended to the amount shown against this endorsement number in your schedule.

Extension:

530 - Legal expenses insurance

This insurance is extended to cover legal costs and expenses incurred in the recovery of uninsured losses or compensation for death or personal injuries, arising from an occurrence covered under this insurance.

Please refer to the policy documents for full details

Conditions
Precedent:

Renewal Subjectivity

You must tell us immediately about any changes to the information you have already provided. Please contact your broker if you are not sure if the information is relevant. If you don't tell us about relevant changes, your insurance may not cover you fully, or at all. Here are some

examples of the changes you should tell us about:

- A change of vehicle (including extra vehicles and any temporary vehicles).
- All changes you or anyone else make to your vehicle if these make your vehicle different from the manufacturer's standard specification (whether the changes are mechanical or cosmetic).
- A change of address.
- A change of job, including any part-time work by you or other drivers, a change in the type of business or having no work.
- A change in the purpose which you use your vehicle for.
- A new main user of your vehicle.
- Details of any driver you have not told us about before, or who is excluded by the certificate of motor insurance or an endorsement, but who you now want to drive.
- Details of any motoring conviction, disqualification or fixed-penalty motoring offence of any person allowed to drive or of any prosecution pending (where a case is being investigated but there is no conviction yet) for any motor offence.
- Details of any non-motor conviction or prosecution pending (where a case is being investigated but there is no conviction yet) for any person allowed to drive.
- Details of any accident or loss (whether or not you make a claim) involving your vehicle or that happens while you are driving or in charge of anyone else's vehicle.
- If any driver suffers from a disability or medical condition that must be revealed to the DVLA, whether the driving licence has been restricted or not.

Policy Wording: Please go to the web page www.ers.com to view the policy wording by selecting documents from the menu

Your duty of Fair Presentation

Under the Insurance Act 2015 (which applies to all policies inception, renewed or altered after 12th August 2016) you have a Duty of 'Fair Presentation'

You must: -

Disclose all 'material circumstances' which you know or ought to know or, failing that, provide sufficient information to put the underwriter on notice to ask further questions. In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation.

You do not have to disclose information if the insurer knows it, ought to know it or is presumed to know it. The insurer knows what is actually known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS

Warranties and Risk Mitigation Terms

The provisions in the Insurance Act relating to warranties apply to you. The Act does not introduce a new definition of 'warranty' however:

Any term which seeks to make information provided when the policy was purchased into an insurance warranty will have no effect.

Warranties have become a suspensive condition. Cover is suspended whilst you are in breach but will be restored once the breach is remedied.

Warranties and similar terms which seek to mitigate risk will not be effective if you can show that non-compliance "would not have increased the risk of the loss which actually occurred in the circumstance in which it occurred

Making a Claim

Your policy document details all the claims conditions, and we would recommend that you familiarise yourself with these. One of the conditions is the requirement to notify any losses promptly, as failure to do so may invalidate your policy. Certain claims e.g. theft, loss of money or malicious acts must be immediately reported to the Police and you will be provided with a Police incident reference.

When you become aware of an incident that might give rise to claim, it is important that you either inform us as your brokers, or your insurers via their Claims Helpline Number as soon as practically possible.

Terms of Business

Our terms of business are attached for your information which confirms amongst other matters our authorisation and regulatory status with the Financial Conduct Authority.

Additional Covers Included

None.

Renewing Cover

To proceed with this renewal please confirm your instructions to us in writing prior to 4th December 2023 please note that no cover will attach until such time as we receive your instructions and confirm to you that the insurance is in place.

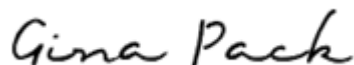
Payment Options

You currently pay by BACS/cheque and upon receipt of your instructions to renew the policy I will send you an invoice with full details of how to pay by this method.

Alternatively, payment by instalments may be offered, however please note that any instalment plan would incur a credit charge. Please contact us if you would like further details of this option.

Many thanks for asking us to look after your business and we look forward to receiving your instructions to continue to do so in due course.

Yours sincerely,



Gina Pack Cert CII
Client Advisor Team Leader
Tel: 01752 675490
E-Mail: gina.pack@jameshallam.co.uk

Quote

ERS - Fleet Rated Commercial Motor	
Premium excl. IPT:	(GBP) 760.00
IPT:	91.20
Fees:	25.00
Total Amount:	876.20

Vehicle details

Make & model	Vehicle Type	Numbers	Registration / Chassis number	Year of manufacture	CC	GW	Value	Cover
KUBOTA MOWING MACHINE	Agricultural	1	KX19FTE		0		£12,000	Comprehensive
FORD TRANSIT CONNECT 200 L1 BASE	LCV	1	EO200TF	2020	999	2090	£12,000	Comprehensive

Permitted drivers

Registration / Chassis number	Driver restrictions
KX19FTE	Any Driver
EO200TF	Any Driver - Excluding Drivers Under 25

Vehicle excess details

An excess is the amount you must pay in the event of any claim, regardless of who is to blame for an incident. However, there may be additional excess terms applied highlighted below in Additional excesses for young or inexperienced drivers, or shown in the attached Schedule of Endorsements.

Registration / Chassis number	Total excess		Windscreen excess			
	Accidental damage	Fire & theft	Repair by ERS approved supplier	Replacement by ERS approved supplier	Use of non-approved ERS supplier	Agricultural vehicles*
KX19FTE	£100	£100	£10	£75	£125	£50
EO200TF	£100	£100	£10	£75	£125	£50

*regardless of which company carries out the repair or replacement

Terms of Business – Commercial Customers

This agreement is intended for 'Commercial' customers rather than 'Consumers' (retail customers); Commercial customers are those that are – to any extent – acting within their trade, business or profession. If you are not a Commercial customer, ask us for our Consumer Terms of Business Agreement.

Acceptance

The purpose of this agreement is to set out our professional relationship and detail the services we will provide to you. For your own benefit and protection, you should read all of the information carefully and, we would like to draw your attention to the 'Duty of Fair Presentation', the 'Processing of your Personal Data' and also the 'Client and Insurer Money' sections. By asking us to quote for, arrange or handle your insurances, you are deemed to be providing your informed agreement to these Terms of Business. If you do not agree to any part of the information, please write to us.

This agreement will supersede any previous version of our Terms of Business

Who regulates us?

James Hallam Limited is authorised and regulated by the Financial Conduct Authority (FCA). Our Firm Reference Number is 134435. Our details may be confirmed on the Financial Services Register at <https://www.fca.org.uk/firms/financial-services-register> or by calling 0800 111 6768.

Our permitted business is introducing, advising, arranging, dealing as agent, and assisting in the administration and performance of general insurance contracts, and credit broking in relation to insurance instalment facilities.

Our Service

We act as an intermediary, not an insurer.

We are committed to providing you with a quality service. We only select from insurance products in which we have confidence to meet the needs of our clients.

As a broker, we will act on your behalf when arranging your insurances, when helping you make changes to your policy when you renew your insurance or when you make a claim. If there are any circumstances when we act as an agent of the insurer (e.g., in binding the insurer to contract or in handling or settling claims) we will let you know before your insurance arrangements are concluded.

Under risk transfer, we also act on behalf of insurers when collecting premiums and handling refunds due to clients as well as the transfer of claims monies. Such monies are deemed to be held by the insurer(s) with whom your insurance is arranged.

If you mislay your policy at any time, we will arrange a replacement policy document, if you request it.

As your agent and unless we hear from you otherwise:

We will assist in arrangement and administration of your insurances (and on-going changes) including agreeing the terms and conditions of your insurance policy with insurers consistent with your instructions.

Upon receipt of your instruction we will place, amend or renew insurance cover on your behalf with insurers.

We will advise you of any inability to place your insurance.

We will assist you if you need to make a claim, or where we outsource claims handling facilities to provide you with an enhanced service.

You should not rely on any insurance policy you have instructed us to place on cover until we have confirmed in writing to you that the insurer has agreed to such insurance cover being in force

Scope of Our Recommendations

We will ask questions to enable us to help identify your insurance requirements; this may include checking information that we already hold about you and your existing insurance arrangements with us and other parties.

Unless stated otherwise we will make a personal recommendation to you as the most suitable based upon our assessment of your needs and our experience of dealing with similar risks. This may or may not always be on the basis of a fair and personal analysis of the market (see below).

The recommendation will include a summary of our assessment together with type of policy and cover proposed and the associated cost.

We will undertake to provide you with details of the main features of the product and services, which we will offer.

Where we are making a personal recommendation based on a fair and personal analysis of the market, this will involve an assessment of a sufficient number of target market products, their product features, the premium and the service provided by the insurer.

We are not under a contractual obligation to do so, but on occasion, we may only be able to offer the products from a single insurer or from a panel of insurers at which time we will provide you with a list of the insurers concerned prior to the conclusion of your insurance arrangements.

If we propose using another intermediary to help to place your business, we will also advise you accordingly.

Where we declare that we are not providing a personal recommendation we will simply provide you with information (with no advice) to enable you to make an informed decision on how you wish to proceed.

Law and Jurisdiction

These Terms of Business are governed by and in accordance with the laws and jurisdiction of England and Wales.

If you are domiciled in a country other than the UK, then the laws or regulations in your country of domicile may take precedence over any relevant UK legislation. Therefore, references in this document to the FCA or Financial Ombudsman Service (FOS) and any rights or benefits may not apply.

Limitation and Exclusion of Liability

Unless we have otherwise agreed with you in writing our liability to you (whether in contract or tort including negligence) will in all circumstances be limited up to £10,000,000 per any one claim and also in the aggregate..

Notwithstanding the preceding paragraph we shall not be liable to you under any circumstance for any loss of profit indirect loss or consequential loss whatsoever.

This exclusion and limitation will not apply in respect of our liability:

- i) arising from any fraudulent act or
- ii) for death or personal injury arising from our negligence or
- iii) from any duty or obligation owed to you under any statutory or regulatory stipulation.

Your Duty of Fair Presentation Under the Insurance Act 2015

You have a Duty of 'Fair Presentation' which means you must:

- Disclose all "material circumstances" which you know or ought to know or, failing that,
- Provide sufficient information to put the underwriter on notice to ask further questions.

In providing a Fair Presentation you are deemed to know what your senior management knows, what the people arranging the insurance know and ought to know what would reasonably have been revealed by a reasonable search. There is no longer an exemption from providing information about matters which are subject to a warranty (including any breaches) which should now form part of the fair presentation

You do not have to disclose information if the insurer already knows it, ought to know it or is presumed to know it. The insurer knows what is already known to its underwriter or their agent. The insurer is presumed to know what underwriters writing that class of business should know.

All statements and information disclosed verbally and on proposal forms, statements of fact, claim forms, declarations and other documents should be completed in full, and be true and accurate. Where forms are completed or partially completed on your behalf you should check them for accuracy before signing. If you are in any doubt as to whether a fact is material, you should disclose it.

FAILURE TO COMPLY MAY ENTITLE THE INSURER TO AVOID THE POLICY, IMPOSE ADDITIONAL TERMS OR REDUCE CLAIMS PAYMENTS.

Notification of Changes and Alterations

Please notify us immediately in the event of any change in your circumstances which are detailed in your proposal form or statement of fact.

We would also refer you to the section titled **Your Duty of Fair Presentation** which details your duty to always provide complete and accurate up to date information to your insurers.

Amendments to policies after inception may be arranged upon receipt of your instructions with full details. Cover is subject to acceptance by insurers and the payment of any additional premium required, if applicable.

Renewals

Renewals are invited on the basis that there have been no changes to your circumstances or the risk other than those specifically notified to your insurers and for which you have received an acknowledgement and revised documentation. Please see section headed **Notification of Changes and Alterations** which also outlines your duty of care with regards to Disclosure and Fair Presentation.

Insurer Security

Insurers are subject to FCA regulation and are required to have adequate capital resources. We carry out regular due diligence checks on all insurance markets used but cannot guarantee the solvency levels of any individual insurer. Your liability for the premium, whether in full or pro rata, may arise under policies where a participating

insurer becomes insolvent. An insolvent insurer may also be unable to meet a proportion or all of any claim made. Consequently, we recommend that when selecting an insurance product, also consider insuring with those firms with higher credit ratings which also satisfy our requirements. Should you be concerned or require any further information regarding your insurer then we will discuss this with you on request.

Quotations

Quotations are valid until the date cover commences up to a maximum of 30 days, unless otherwise stated. Specimen policy wordings are available upon request.

Documentation

Documentation including your policy schedule and certificate (if applicable) will be issued to you in a timely manner. It is your responsibility to read all documentation upon receipt to ensure that all details are correct and that the cover provided meets with your requirements.

We will arrange cover according to your instructions but only you can identify if this does not meet your intended requirements.

Any query regarding the accuracy of the information shown or any uncertainty over the content should be raised with us immediately.

Incorrect information disclosure or non-disclosure may invalidate your policy cover completely or mean that in the event of a claim all or part of it may not be paid.

Payment of Premium

We must receive your payment, unless it is made by you directly to the insurer, by cheque, credit or debit card, or be in receipt of a completed Direct Debit Mandate (with deposit if required) drawn on a bank or building society or UK financial institution account in the policyholder's name and before cover commences unless we agree otherwise in writing.

We do not accept payment by cash or postal order but a bankers' draft or building society cheque is acceptable if it shows the policyholder's name as account holder.

We have no obligation to fund any premium, taxes or fees (if applicable) on your behalf nor do we have any responsibility for any loss you may suffer as a result of cancellation of insurance cover, or any other prejudicial steps taken as a result of late or non-payment substantially attributable to you. If we decide to retain certain documents whilst awaiting full payment of premium, fees or administration charges we shall provide details of your insurance cover and any information or documents required by law.

We are entitled (but not obliged) without providing notice to you to set off any amounts due to us from you, against any amounts which we may receive on your behalf (i.e. claims moneys, refunded premiums and other sums). Please be aware that full or partial non-payment of a premium or default on a credit agreement may result in the notice of cancellation or lapsing of your policy. You will also be responsible for any collection costs, legal fees and court costs that we may incur in recovering debts due from you.

Transferred Business

When we are appointed to service insurance policies other than at their inception or renewal and which were originally arranged by another party, we shall not be liable during the current insurance period for any loss arising from any errors or omissions or gaps in your insurance cover or advice not previously supplied by us. Should you have any concerns in respect of a policy which has been transferred to us, or if you require an immediate review of your insurance arrangements, you must notify us immediately. Otherwise, we shall review your insurance arrangements and provide advice accordingly, as each policy falls due for renewal.

Cancellation

You may cancel your policy at any time.

On receipt of your request, we may require you to confirm your instructions in writing and also return the policy document.

You may be entitled to a refund of premium where no claims have been made and or where a minimum and deposit premium has not been charged.

Please refer to your policy documents for full details of the cancellation terms

Ending your Relationship with Us

Subject to your immediate settlement of any outstanding premiums and fees, you may instruct us to stop acting for you and we will not impose a penalty. Your instructions must be given in writing and will take effect from the date of receipt.

If our authority to act in connection with your insurance arrangements is terminated (by you or us), you will remain liable to pay for any premium or fee for any transaction concluded prior to the termination. Any transaction in progress at the time of termination will be completed unless we receive written instructions to the contrary.

You will also be liable for the payment of any premium or fee, which may become due upon completion of any pending transaction.

We also reserve the right to cancel this agreement at any time. In any event, we will provide you with at least 7 days' notice in this regard to enable you to make alternative insurance arrangements. Valid reasons may include non-payment of premium or fees, failure to provide requested documentation or information, deliberate failure to comply with terms set out within this Agreement or insurer's documentation, or deliberate misrepresentation or non-disclosure or attempted fraud. We will notify you of any such termination in writing together with an explanation for our decision if appropriate.

Claims

We will assist you with advice and guidance when you make a claim under your policy, but it remains your responsibility to have read, understood or queried all documentation upon receipt. All incidents that could possibly give rise to a claim must be notified to us or your insurer in accordance with the terms of your policy and a claim form completed where required. Delay on your part in notifying a claim and/or completing required forms will risk a loss you suffer not being paid or being paid in part only.

You must not in any circumstances admit liability for a loss or agree to any course of action, other than emergency measures carried out to minimise the loss, as you risk a loss you suffer not being paid or being paid in part only. All correspondence, claims, writs, summonses etc. should be forwarded immediately, unanswered, either to us or to your insurer. You are also reminded of your duty to keep all losses and costs arising from an incident to a minimum and that failure to comply with the policy terms and conditions may invalidate cover.

We will remit claims payments received on your behalf to you as soon as practicable after confirmation of receipt of cleared funds in our bank account.

If an insurer becomes insolvent or delays making settlement, we do not accept liability for any unpaid amounts. We reserve the right to charge for our claims service if you request this to extend beyond our appointment to your policy and this will be confirmed in writing before you incur any charge.

If our authority to act in connection with your insurance arrangements is terminated (by you or us) we will immediately cease to handle and manage claims already reported and will be unable to deal with any which may be subsequently incurred.

Severability

If any provision of these Terms of Business is found to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms of Business and the remainder of the provision in question will not be affected.

Assignment

We are entitled to assign the benefits of these Terms of Business (but not the burdens as set out in these Terms of Business) to any other company within the Group of Companies of which we are part of but then only for so long as such the Company remains a member of the said Group. We are entitled to transfer Client Monies to a similar bank account held in the name of any other company within the Group of Companies of which we are a part but then only for so long as such Company remains a member of such Group.

Our Remuneration / Fees

In return for placing your business with insurers underwriters and or other product providers, we generally receive a commission from them which is a percentage of the annual premium that you are charged.

We may on occasion also receive additional payments from insurers depending upon the volume of our account with them and or the profitability of that account.

For arranging premium instalment facilities, we earn commission from our premium finance provider(s) which is usually a percentage of the interest that you pay. This means that the amount you pay for credit and the overall cost of arranging your insurance will vary according to the interest charged by the lender and the amount of commission we earn. There may be occasions where there is a choice of instalment payment options which may charge different interest rates. Typically, we will not receive any instalment payment commissions from insurers if policies are placed on direct debit instalment arrangements with the insurer. We will only receive commissions from the premium finance providers.

Using premium finance or paying an insurer direct debit arrangement (rather than paying the premium in one amount) makes the overall total cost of the insurance more expensive.

A full breakdown of the cost of your insurance including any administration fee and the cost of credit where applicable will be provided as part of your new business or renewal quotation before you decide whether to proceed.

In any instance where we elect to either charge you a Brokerage Fee in addition to or in lieu of commission, we will confirm to you, prior to the conclusion of your insurance arrangements, the method of the remuneration and the amount of any fees payable by you.

You are entitled at any time to request information regarding any commission which we may have received as a result of us placing your insurance business or arranging premium finance. Please be assured that the way in which we are remunerated will not at any time conflict with our responsibilities to meet your insurance needs and treat you fairly.

Our remuneration in whatever form and in respect of any policy shall be due on the date of inception or renewal of that policy. We shall be entitled to retain all commission and/or agreed fees in respect of the full policy period including where you appoint another intermediary in our place during the currency of the existing policy or where a policy is cancelled after inception or renewal.

Conflict of Interest

Circumstances may arise where we may have a potential conflict of interest between us and you or between you and another of our clients.

For example, we may arrange insurance for you through Touchstone Underwriting Ltd which is a wholly owned Managed General Agency of Seventeen Group Ltd, who also own James Hallam Ltd.

We operate conflict management policies and procedures which are designed to prevent any conflict of interest adversely affecting or compromising your interest. In such instances we will always act in your best interests when arranging such cover.

If you wish to discuss this arrangement, please contact us.

Client and Insurer Money

Prior to your premium being paid to the insurer, and for your protection, we hold your money as an agent of the insurer, (termed risk transfer) in which case your policy is then treated by the insurer as being paid for, and the premium being held in a client bank account on trust for you.

The account in which these funds are kept is a Non-Statutory Trust Account (as defined by the FCA Rules). This means that we may extend credit to other customers from this account.

However, your money will be always protected because of the requirements of FCA rules. We also reserve the right to retain interest earned on this account.

By accepting these Terms of Insurance Business document, you are giving your consent for us to operate in this way.

Processing your Personal Data

In our dealings with you, we will always comply with all applicable Data Protection Legislation (including, as appropriate, the Data Protection Act 2018, the General Data Protection Regulation, any relevant secondary legislation, and any amendments or replacements to any of these). Please ensure that if applicable your directors, employees, contacts and agents are aware of this section on Confidentiality and Data Protection.

We implement generally accepted standards of technology and operational security in order to protect personal data from loss, misuse, or unauthorised alteration or destruction. We will notify you and all relevant individuals promptly in the event of any breach of personal data which might expose you or (if applicable) your directors, employees, contacts or agents to serious risk.

- (a) Individuals have the following rights in respect of their personal data held by us:
- (b) to access any personal data which we hold on them. This may be obtained by writing or emailing to the Data Privacy Officer [details as shown below]. Where permitted under Data Protection Legislation, a nominal charge may apply for providing the information;
- (c) to be provided with information about how their personal data is processed (this information is set out in these Terms of Business); to have their personal data corrected where necessary (they should contact us promptly if they become aware of any incorrect or out-of-date information);
- (d) to have their personal data erased in certain circumstances (please refer to the appropriate data protection legislation or consult the Information Commissioner's Office for information or details);
- (e) to object to or restrict how their personal data is processed;
- (f) to have their personal data transferred to themselves or to another business.

Individuals also have the right to take any complaints about how we process their personal data to the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire SK9 5AF <https://ico.org.uk/concerns> or by calling 0303 123 1113.

For more details, please request a copy of our Privacy Policy which can also be viewed on our website. If you wish to exercise any of your rights [as stated above] or if you have any query in relation to the processing of your Personal Data please address any correspondence to:

The Privacy Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or email us at: privacy@jameshallam.co.uk

We may collect, use, transfer or store personal data relating to you (applicable to individuals only) or where applicable your directors, employees, contacts and agents where necessary in order to:

(a) perform insurance contracts with individuals or take steps at an individual's request prior to entering into such a contract.

Exercise our legitimate business interests as an independent insurance broker in order to provide the relevant information and services.

(b) carry out other functions with express consent (which may be amended or withdrawn at any time by notifying us);

(c) comply with our legal obligations.

Where you provide personal data relating to any individual you must ensure that you are entitled to do so.

We will use that personal data and may disclose some or all of it to other parties, for the purposes of arranging, placing and administering your insurance. These other parties may include the FCA for compliance matters; insurance companies and other agents for underwriting and claims purposes and credit agencies for premium collections identity checks and anti-fraud protection. We may also monitor and record phone calls in the interests of security and staff training.

We may in addition use personal data for communicating with you about our insurance products and services (and similar products or services provided by us). Communication with you in this regard may include mail, SMS text, telephone or email. If individuals do not want us to use their information in this way, they should notify us promptly in writing or email to that effect or use the unsubscribe option provided in each communication.

We will never sell personal data or, except as mentioned above, make it available to any third parties without appropriate prior consent (which may be freely amended or withheld) except where required to do so by law or in the event that we sell any part of our business or assets (in which case we may disclose personal data confidentially to the prospective buyer as appropriate in accordance with our legitimate interests in that respect).

Notwithstanding the above, all personal data of a sensitive nature (as defined in the Data Protection Legislation) will be treated as strictly private and confidential.

We will not use or disclose it except either with explicit consent or where we are required to do so for legal or regulatory purposes and/or permitted to do so by the Data Protection Legislation.

In processing personal data for insurance purposes about health or criminal offences we will only do so to enable us to provide our service to you and because of it being in the public interest.

Complaints

It is our intention to always provide a high level of service. However, if you have reason to make a complaint about our service, please address any correspondence to:

The Complaints Officer, James Hallam Ltd, 10th Floor, 2 Minster Court LONDON EC3R 7BB or email complaints@jameshallam.co.uk

. You may be entitled to refer the matter subsequently to the Financial Ombudsman Service (FOS).

You will be able to do this if you fall within any of the following categories;

- Consumers (private individuals acting for purposes which are wholly or mainly outside that individual's trade, business, craft, or profession)
- Micro-enterprises (businesses employing fewer than 10 persons and with a turnover or annual balance sheet total not exceeding €2 million)
- Other small businesses (with an annual turnover of below £6.5m, and less than 50 employees or with an annual balance sheet total of below £5 million)
- Charities with an annual income of under £6.5 million
- Trustees of a trust with a net asset value of under £5 million

Whether you are so entitled will not affect the promptness and fairness with which we will strive to resolve any complaints. You can contact the FOS by telephone on 0800 023 4567 and further information is available at www.financial-ombudsman.org.uk. If you do decide to refer any matter to the FOS your legal rights will not be affected. (If your complaint cannot be resolved immediately, you may be required to put this in writing for us to investigate further).

A copy of our complaints procedure is available on request.

Rights of Third Parties

Unless otherwise agreed between us in writing, no provision of this Terms of Business is enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than you or us.

Financial Crime

As an FCA regulated company, we work within its regulatory framework designed to prevent financial crime – such as financial sanctions, money laundering, fraud or bribery and corruption. We may need to seek additional information from you to ensure compliance with these obligations

We are required to report to the National Crime Agency and / or Serious Fraud Office any evidence or suspicion of financial crime.

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business, the size of your business and the circumstances of the claim. Insurance advising and arranging is covered for:

- 90% of the claim, without any upper limit;
- 100% of the claim without any upper limit for compulsory classes of insurance (such as Third-Party Motor or Employers Liability); and 'pure protection' contracts, professional indemnity insurance, and general insurance claims arising from the death or incapacity of the policyholder owing to injury, sickness or infirmity, all where the insurance intermediary has failed to pay money to an insurer, pay away money it has received from an insurer, or has failed to take steps to allow the insurer to effect the contract of insurance.

Further information about compensation scheme arrangements is available from the FSCS on 0800 678 1100 or by visiting www.fscs.org.uk/

Ref: Commercial TOBA 10.7 DEC 2022



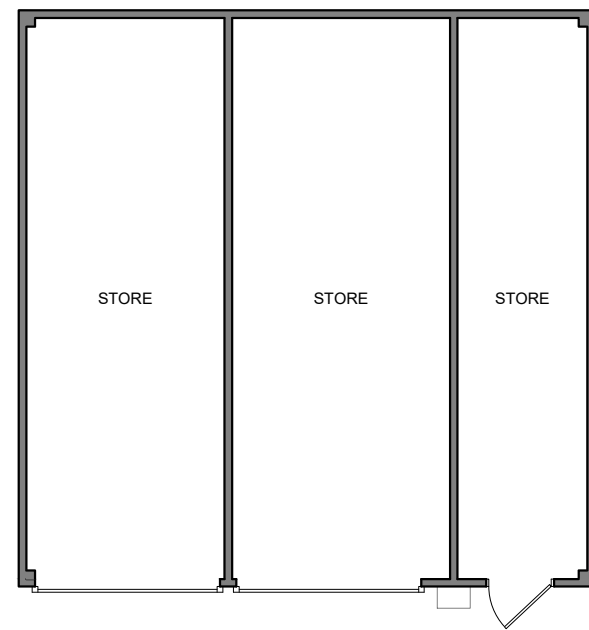
Brixworth Parish Council
Report to: Full Council 22/11/2023

Summary: Brixworth Football Club – Storage Unit Extension		
Attachments: Appendix A		
1.0	<p>BACKGROUND:</p> <p>Brixworth Football Club approached Council through the Sports Liaison Working Group earlier in the year to request that the storage unit be extended to allow for more room to store all sporting equipment.</p> <p>As Council does not have the funds to cover the costs for this project, the football club agreed to apply for funding through the Football Foundation. This has now taken place.</p> <p>Please see Appendix A for extension plans and the quotes received for project costings.</p>	
2.0	<p>PROPOSAL:</p> <p>Council needs to agree to the project going ahead and to write a letter of support to the Football Foundation, stating that as landowners they are happy for the grant funding to be applied for by Brixworth Football Club and for the project to go ahead.</p>	
3.0	<p>CONSIDERATIONS</p> <p>A project involving council owned property will need to be properly project managed and the Clerk would need to work closely with the football club to bring the project to fruition.</p>	
4.0	<p>FINANCIAL INFORMATION:</p> <p>There are no financial implications. In fact, should this storage unit be extended and paid for via grant funding, it adds to the sporting provision council already offers.</p>	
5.0	<p>CONCLUSION/RECOMMENDATION:</p> <p>The Clerk recommends that Council supports this initiative and agrees for a letter of support to be raised by and forward to the football club for onwards transmission to the Football Foundation.</p>	
Implications:		
Council Objectives:	To agree to support the football club and write a letter of support.	
Resource Requirements:	Clerk – project management	Y
Do we have the resource available?	Yes	Y
Equalities & Human Rights	Are there equalities and /or human rights issues?	N
Equalities Impact Assessment	Is an impact assessment is required?	N
Crime and Disorder	Has crime and disorder have been considered?	Y
Biodiversity	Are there any bio-diversity implications?	N
Financial	Are there financial implications at this stage?	N
	Will there be financial implications?	N
	Is there provision within the budget?	N/A
	Could there be additional expenditure?	N/A
	Is there potential for income generation?	N/A
Legal	Do we have power, to act?	Y
	<i>Local Government (Miscellaneous Provisions) Act 1976 s19</i>	-
Risk Management	Are there any risks? If so, how will these be mitigated?	N/A
Risk Assessment	Is a risk assessment required?	Not Yet
Project Management	Is project management is required?	Y
Person originating this report: Josie Flavell – Parish Clerk		
Date: 22/11/2023		

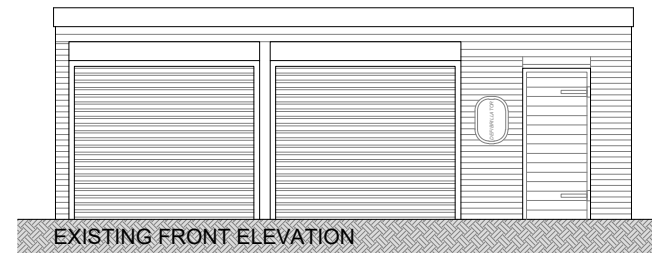
1:100
0m 1m 2m 3m 4m 5m

APPENDIX A - PAGES 1 to 3

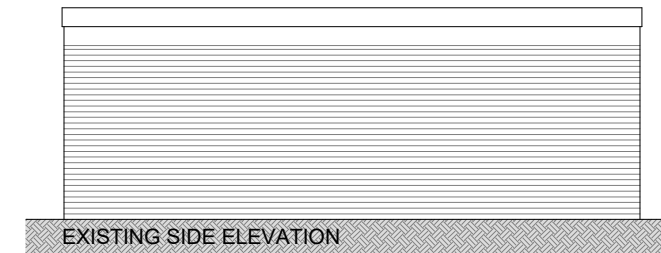
PLEASE NOTE THAT ALL DIMENSIONS ARE
TO BE CHECKED ON SITE PRIOR TO
COMMENCEMENT OF WORKS



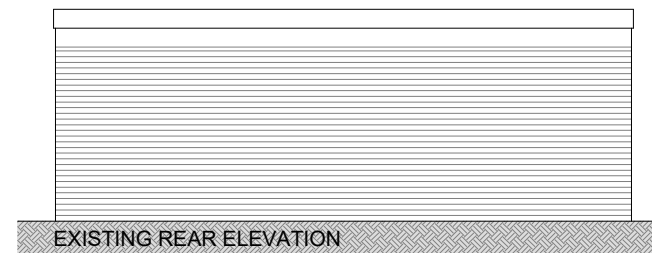
EXISTING
GROUND FLOOR PLAN
INTERNAL AREA - 55 SQM (592 SQFT)



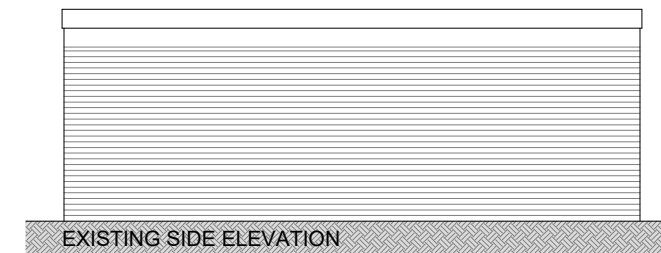
EXISTING FRONT ELEVATION



EXISTING SIDE ELEVATION



EXISTING REAR ELEVATION



EXISTING SIDE ELEVATION

Planning proposals are for illustrative purposes only and as such are subject to detailed site investigation. Planning proposals may be based on enlargements of OS Sheets and estimations of existing site features and will therefore need to be verified by a site survey. Do not scale. Only figured dimensions to be worked to. No liability will be accepted for amendments made by other persons. The contractor is to check and verify ALL dimensions and levels prior to work commencing.

The contractor is to comply with all current Building Legislation whether or not specifically stated on this drawing. This drawing must be read with and checked against all relevant Engineers drawings and all other specialist information provided. ANY DISCREPANCIES TO BE REPORTED TO AVENUE ARCHITECTURAL DESIGN LTD IMMEDIATELY.
Avenue Architectural Designs Limited Company Number 11716821

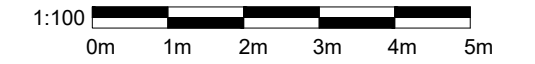
Brixworth Football Club
St Davids playing field, Froxhill Crescent,
Brixworth, Northamptonshire NN6 9XF

Existing Plans/Elevations
A23 - 261 - 001
Scale 1:100 @ A3

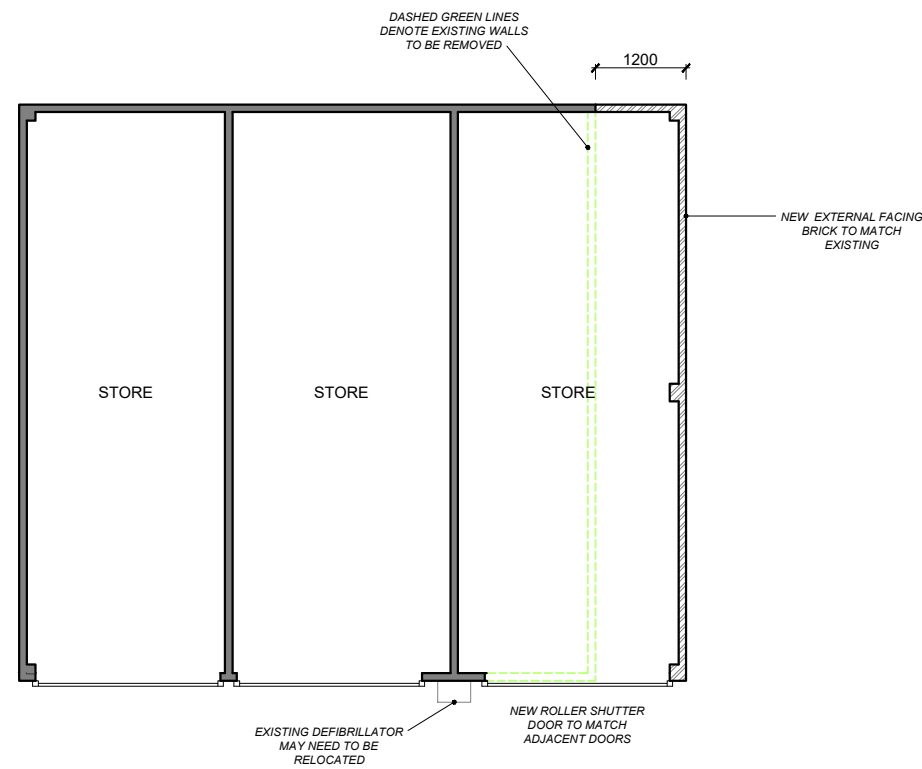


**Avenue
Architectural
Design Ltd**

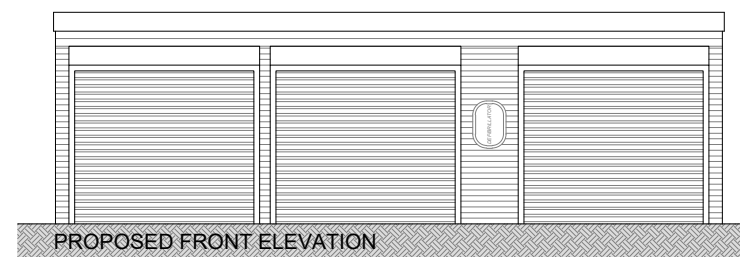
Green Lodge Barn,
Northampton, NN7 4HD
Telephone 0783 4545 423
susan@aadesign.ltd



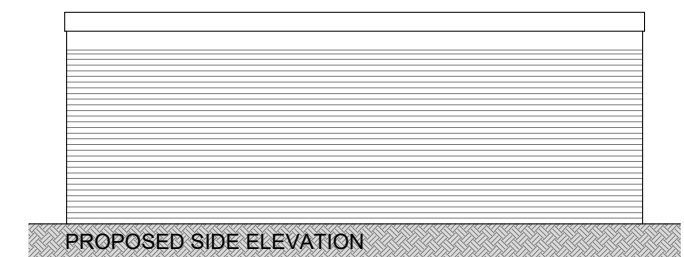
PLEASE NOTE THAT ALL DIMENSIONS ARE TO BE CHECKED ON SITE PRIOR TO COMMENCEMENT OF WORKS



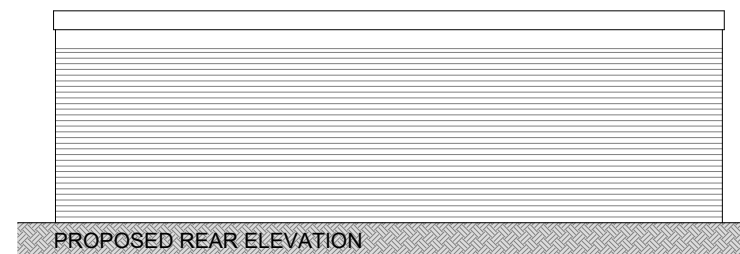
PROPOSED
GROUND FLOOR PLAN
INTERNAL AREA - 64 SQM (689 SQFT)



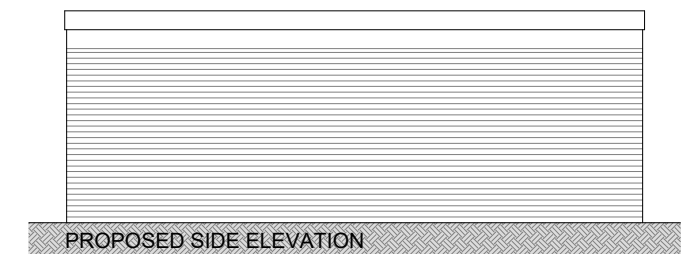
PROPOSED FRONT ELEVATION



PROPOSED SIDE ELEVATION



PROPOSED REAR ELEVATION



PROPOSED SIDE ELEVATION

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Avenue Architectural Designs Limited Company Number 11716821

Brixworth Football Club
St Davids playing field, Froxhill Crescent,
Brixworth, Northamptonshire NN6 9XF

Proposed Plans/Elevations
A23 - 261 - 002
Scale 1:100 @ A3



**Avenue
Architectural
Design Ltd**

Green Lodge Barn,
Northampton, NN7 4HD
Telephone 0783 4545 423
susan@aadesign.ltd



LIFESTYLE BUILDERS

12 donovan court

NORTHAMPTON

Date: 22nd June 2023

Dear Sir & Madam

I have pleasure in forwarding you an estimate at the above address to build proposed works at Brixworth clubhouse

To include

- Digging out footings and concreting
- Hardcore and concrete base
- Build new brickwork to match with existing
- New timber roof constructed
- New felt roof
- New set of doors fitted
- Knock through to existing compound

Labour and Materials £ 7,350.00

If steel is required to carry existing roof this would be a additionally cost of £500

If you have any queries, please do not hesitate to contact us.

Yours sincerely

Michael parkes

Lifestyle builders



Head Office:
Unit 2, Henson Way,
Telford Way Industrial Estate,
Kettering, NN16 8PX
Tel: (01536) 482187
Fax: (01536) 411799

E-Mail: ketteringservice@stanair.co.uk

Website: www.stanair.co.uk

KP/AC/106679

QUOTATION NO: 106679

23 August 2023

Brixworth Football Club
(St.Davids Football Club)
Off Froxhill Crescent
Brixworth

By email to: simoncompton4@gmail.com

For the attention of Simon Compton

Dear Sir

Thank you for giving us the opportunity to submit our Quotation. If any part of the Quotation does not meet with your needs or approval, ***please telephone us to discuss your requirements further.***

NO AND LOCATION: 1 No, Above Address

TYPE OF EQUIPMENT: Electrically operated roller shutter

SIZE OF OPENING: 2800mm wide x 3000mm high (assumed)

For the attendance of our engineers to supply and install 1 No externally mounted electrically operated roller shutter door comprising of an unsprung barrel fitted with a safety brake to comply with current standards regarding fall back protection. Door to be operated via a direct drive single phase tubular motor, complete with a high level detachable manual override hand crank necessary to open and close the door in the event of a power failure. Actuation of the door via low level keyswitch with lockable box. Door comes complete with a solid concave lath curtain, T profile bottom rail, heavy duty side guides and support framework, to be fully powder coated in a colour of your choice. Connection into a nearby 13amp single phase fused spur, fitted by others prior to the attendance of our engineers. Commission, test and adjust to leave in good functioning order.

All labour and materials for the sum of £3364.17 + VAT

Please note: this price is subject to a further site survey.

Continuation of Quotation No. 106679 dated 23.08.23

This price is valid for 30 days from date of quotation.

Due to new legislation regarding European imports we must advise it may be necessary to charge additional costs to the above to cover import taxes/customs clearance.

All in compliance with the attached notes.

Please Note

Should you require a purchase order number to be shown on your invoice, Stanair will not be able to process quoted works until this has been received.

New Doors Only

This equipment is warranted/guaranteed for one year from time of installation subject to the following:

This equipment should be serviced after the first 6 months and, thereafter, at regular intervals of no less than one per year. Failure to have your door serviced at the 6 month period could invalidate your warranty/guarantee.

A reminder will be forwarded to you in order that arrangements can be made for our engineers to carry out this initial service.

- All quoted materials and prices are subject to a detailed engineering survey prior to the commencement of works once a purchase order has been received. Stanair reserves the right to alter the price should unforeseen works be discovered by the surveyor. No alterations will be made without full disclosure to the customer.
- As per our Terms and Conditions attached our quoted price is subject to market change/force at the time of ordering.
- Price and delivery may be affected by changes in trading conditions, any levy or tariffs will be passed onto the customer and we cannot be held responsible for late delivery.
- Should site circumstances warrant the use of additional access equipment in order to adhere to current health and safety legislation and said access equipment is not made available by the customer, Stanair will provide and charge for the required equipment at a commensurate rate.

For further information or to accept this Quotation, please contact our Service Department.

Yours faithfully

Kyle Pilcher

Kyle Pilcher
STANAIR LIMITED



Head Office:
Unit 2, Henson Way,
Telford Way Industrial Estate,
Kettering, NN16 8PX
Tel: (01536) 482187
Fax: (01536) 411799

E-Mail: ketteringservice@stanair.co.uk

Website: www.stanair.co.uk

NOTES TO BE READ IN CONJUNCTION WITH

QUOTATION NO: 106679 DATED: 23.08.23

DISRUPTION ELEMENT: Minimal

SECURITY: Not affected

DELIVERY OF SERVICE OR PRODUCTS: To be agreed upon receipt of your written order and deposit, if requested we will forward our proforma invoice

TERMS: **DEPOSIT REQUIRED WITH WRITTEN ORDER**

HEALTH AND SAFETY: Should we be favoured with the above work, during the course of the contract, all Health and Safety and on-site regulations will be complied with by our Engineers and agents.

1. The above price is for completion of work essentially as per our Quotation. Please note however, additional costs incurred by Stanair in the form of inductions, waiting time, missing power supply/isolator, handover of door operating instructions to responsible persons or other occurrences will be charged at our normal time and materials rate.
2. **Abortive charges - when we cannot get on site as booked in and no other work can be scheduled, this will be charged at the estimated time and materials applicable to the original job.**
3. Should any additional wiring be required over and above 1 metre from the opening, this to be charged at an additional cost of £115.00 + VAT per 10 metre run or part thereof. Isolator, if required, to be charged on a time and materials basis.
4. Should your door be currently fitted with an alarm system, our engineers will make every endeavour to remove and reinstate the alarm contact blocks if required. However, we must advise that whilst this is normally successful, the Company will not be held responsible for the successful operation of the alarm on completion of our work as this does not form part of the contract. You may, therefore, wish to engage your own alarm engineers for this purpose. Alternatively, we can supply a separate quotation for this work.

STANAIR INDUSTRIAL DOOR SERVICES LTD
Unit 2 Henson Way
Telford Way Industrial Estate
Kettering

Tel No: 01536 482187

Fax No: 01536 411799

QUOTE ACCEPTANCE

By Email: Please forward your acceptance to ketteringservice@stanair.co.uk
Please add your quotation number to any correspondence.

By Fax: Please return this form duly completed and signed as acceptance of our Quotation.

Quotation No: 106679

Customer Name: Brixworth Football Club

Dated: 23.08.23

I/We accept the above mentioned Quotation and confirm that the work should be carried out, as agreed (or with the following amendments):

.....
.....

Your Order No.Date:

Invoice Address: (If different to quote address):

.....
.....

Signed:
(Company, Firm or Individual

Stanair Terms and Conditions of Contract

1. GENERAL

The following terms are the standard Terms of Contract of the Company and are incorporated in all contracts and any person (hereafter "The Customer") seeking to be supplied with goods or services by the Company accepts these terms alone shall govern any contract unless a written variation has been signed in accordance with the provisions of clause 7 hereby and they shall apply to all additions and modifications to any contract.

2. REFUSAL OF ORDER

The Company reserves the right at its sole discretion to accept or refuse any order placed by the Customer on the basis of quotations issued and in that event the Company shall be under no liability whatsoever.

3. PRICE

- a) Save as set out herein the price shall be the price contained in the Company's quotation.
- b) All prices quoted are valid for 30 days only or until earlier acceptance by the Customer.
- c) The Company reserves the right by giving notice to the Customer before delivery to increase the price to reflect any increase in the cost to the Company which is due to any factor beyond the Company's control.
- d) The price is exclusive of any applicable Value Added Tax which the Customer shall be additionally liable to pay.
- e) Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas being made available to the Company during normal working hours. In the event that such access and possession are not made available, or that the working areas are not duly prepared to the Company's requirements for the immediate installation of the goods, without prejudice to any other right the Company may have the Company shall at its sole discretion be entitled to vary the price accordingly.

4. PAYMENTS

- a) Unless otherwise agreed in writing by the Company the Company shall be entitled to invoice the Customer on or at any time after delivery of the goods; if the Customer wrongfully fails to take delivery the Company shall be entitled to invoice the Customer at any time after the Company has tendered delivery.
- b) Payment shall be made within 30 days of receipt of the Company's invoice or invoices without discount or other deduction and the Company shall be entitled to recover the price although delivery has not taken place and the property in the goods has not passed to the Customer. Time for payment of the price shall be of the essence of the contract. Should the Customer default in payment for whatever reason on the due date of any sum without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:-
 - i) cancel the contract or suspend any further deliveries;
 - ii) appropriate any payment made by the Customer to such of the goods as the Company may decide;
 - iii) charge the Customer interest both before and after Judgement on the amount unpaid at the rate of 3% above the Bank of England minimum lending rate until payment in full is made.

5. TIME FOR DELIVERY

- a) Any dates stated or agreed by the Company for delivery, despatch or completion either in its quotation or by any other means are not of the essence either as to supply or as to installation. Such dates are approximate only and if the delivery,

despatch or completion is not made for any reason whatsoever at the rate so stated the Company shall not be liable for any loss or damage whatsoever sustained by the Customer by reason thereof.

- b) In the event that the Customer does not take delivery of the goods forthwith upon being notified by the Company that manufacture has been completed, the Company shall be entitled to charge and recover reasonable storage rates which shall be added to the price stated in the Company's quotation and shall be paid in accordance with Clause 4 of these terms.

6. DELIVERY AND RISK

- a) Unless otherwise stated in the Company's quotation the cost of delivery from the Company's works to the place for delivery stated in such quotation is included in the price but it shall be the responsibility of the Customer entirely at his own cost and at his own risk to unload. Where the price includes installation, it shall further be the responsibility of the Customer at his own cost to provide adequate dry and secure storage of the goods pending and during such installation. All risks in the goods shall pass to the Customer upon completion of unloading, at which time a delivery note will usually be handed to the Customer or his representative or left with the goods. The Company's liability to the Customer for missing or damaged goods shall be limited to any sums recoverable under a policy of insurance in respect of such risks which may at the Company's discretion be maintained by the Company. If no such sums are recoverable or if no such policy is maintained, there shall be no liability whatsoever on the Company in respect of such goods.
- b) In any event, and without prejudice to the foregoing, any claims relating to missing or damaged goods which ought to be revealed by a reasonably diligent examination, shall be notified in writing by the Company and to any carrier involved within 3 days of the receipt of any goods or part thereof by the Customer his servants or agents, and in default of such notification any such claim shall be absolutely barred.

7. VARIATION OF TERMS

No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing and signed by a Director.

8. SCAFFOLDING

Scaffolding and ladders will be supplied by the Company without any extra charge to the Customer unless otherwise stated.

9. PROPERTY

Property in the goods shall not pass to the Customer until the same have been paid for, or in the case of the Company accepting tender of a cheque bill of exchange or promissory note, until the same has been honoured.

10. QUALITY AND CONDITION OF GOODS

- a) Subject to the conditions set out below the Company warrants that the goods (will correspond with their specification at the time of delivery and) will be free from defects in material and workmanship for a period of (12) months from the (date of their initial use or (12) months from) delivery (whichever is the first to expire) after which the Company shall be under no further liability in respect of the goods or any work carried out.
- b) The above warranty is subject to the following conditions:-
 - i) The Company shall be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer or any one on its behalf.
 - ii) The Company shall be under no liability in respect of any defect arising for fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the

Company's instructions whether oral or in writing, misuse or alteration or repair of goods with out eh Company's prior written approval.

- iii) The Company shall be under no liability under the above warranty condition or guarantee if the total price for the goods has not been paid by the due date for payment.
 - iv) The Company shall be under no liability of any defect in the quality or condition of goods, their failure to correspond with the specification or upon the installation of the goods unless such defect, failure or malfunction shall be notified to the Company in writing by the Customer within 7 days of the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within 14 days of becoming aware of the defect or malfunction and in any event within 12 months of the date of delivery.
- c) the above warranty does not extend to parts materials or equipment not manufactured by the Company in respect of which the Customer shall only be entitled to benefit of such warranty or guarantee as is given by the manufacture to the Company.
- d) Subject as is expressly provided in these conditions and except where the goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties, conditions or other terms implied by statute or common law are excluded.

11. LIABILITY

- a) Any liability the Company may be under pursuant to the above warranty shall be limited to the repair or replacement of goods, parts or materials which the Company is liable to replace by reason or defects in materials or workmanship and shall be limited to a total cost not exceeding the price.
- b) Without prejudice to the foregoing, if called upon to do so by the Customer in writing, the Company shall use its best endeavours to assign to the Customer the benefit of any warranty guarantee indemnity claim privilege or other right which the Company may have in regard to the manufacturers of suppliers of any goods, parts or materials not manufactured by the Company and relating to the quality or condition of such goods, parts or materials.
- c) The Customers shall indemnify the Company against all actions, claims or demands by any third parties relating to any claim for injury or damage to any person, property or interest and arising from the installation, use, functioning, or condition of the goods or in connection with any work carried out thereto by the Company its servants or agents and against any costs or expenses relating thereto.
- d) Except in respect of death or personal injury caused by the Company's negligence, the Company shall not be liable to the Customer by reason of any representation, implied warranty, condition or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether loss of profit or otherwise), costs, expenses, or other claims for consequential compensation whatsoever and how so ever caused which arise out of or in connection with the supply of the goods of their installation, use or condition or in connection with anything done or omitted to be done by the Company or its servants or agents and against any costs or expenses except as expressly provided herein.
- e) Where goods are sold under a consumer transaction as defined by the Consumer Transactions (Restriction On Statements Order 1976) the statutory rights of the Customer are not affected by these conditions.

12. IMPOSSIBILITY OF PERFORMANCE

The Company shall be entitled by written notice to the Customer to cancel any contract concluded between the Company and the Customer should the Company be hindered or prevented by any cause beyond its reasonable control from performing the same, including a cause which renders performance commercially difficult or expensive.

13. SUB-CONTRACTING

The Company shall be entitled to sub-contract without consent all or any of its obligations hereunder.

INSOLVENCY OF CUSTOMER:-

- a) The Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a Company) goes into liquidation; or
- b) An encumbrancer takes possession, or receiver is appointed, of any of the property or assets of the Customer; or
- c) The Customer ceases, or threatens to cease, to carry on business; or
- d) The Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
Then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to cancel the contract or suspend any further deliveries under the contract without any liability to the Customer, and if the Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangement or the contrary.

14. RISK AND PROPERTY

The goods shall be at the Customers risk as from delivery. Despite delivery having been made property in the goods shall not pass from the Company until;

- a) The Customer shall have paid the price plus V.A.T. in full; and
- b) No further sums whatever shall be due from the Customers to the Company.

Until property passes to the Customers the Customer shall hold the goods as the Company's fiduciary agent and bailee and shall keep the goods property stored, insured and protected and identified as the Company's property and shall not use or resell the goods and shall upon request return the goods to the Company or allow the Company to enter and collect the goods from wherever they are stored.

15. FRESH INSTRUCTIONS

The Customer may, prior to despatch of the goods or any part thereof from the manufacturer but in good time to enable the manufacturer to withhold such despatch, give notice in writing to the Company requesting that the goods shall be altered to meet the Customer's requirements or that other or new arrangements be made as to the place of delivery of the goods. The Company shall use its best endeavours to comply with any such reasonable request, provided always that in complying with any such request the Company shall be entitled to vary times and to vary the price accordingly, as well as to impose such other conditions as the Company at its sole discretion may reasonably require.

16. RESALE

Since the goods are manufactured to fulfil the Customers particular requirement, in the event that the Customer does not fulfil his obligations hereunder, the Company may be unable to re-sell the goods or any part thereof at better than scrap value and for the purpose of calculating the Company's damages, the Company shall owe no duty to seek to re-sell the same at better than scrap value by way of mitigation of damage.

17. TERMINATION

The Company may without incurring further liability terminate the Contract by written notice, if in its reasonable opinion the Purchaser is unable to make payment in accordance with the terms hereof. Without prejudice to any other right which the Company may have, upon such termination, the Company shall be entitled to receive payment on a quantum merit basis in respect of work completed or in progress at the date of termination.



Brixworth Parish Council
Report to: Full Council 23/11/2023

Summary: 59 and 60 Bus Service Subsidy Management	
Attachments: None	
1.0	REPORT To consider taking on responsibility of managing the parish council contributions towards the 59 and 60 bus contracts to ensure the continued running of these vital bus services.
2.0	BACKGROUND The ex-Chairman of Spratton Parish Council John Hunt, for many years managed the parish council bus subsidies for the 59 and 60 bus services, ensuring that all parishes who contribute are kept up to date with WNC communications, all parishes are charged and invoiced accordingly, and all collected subsidies are then transferred to WNC towards the running of these contracts. John recently retired from council and due to matters outside of Spratton Parish Council's control, they can no longer continue to manage this project on behalf of all contributing parishes, to ensure these incredibly important and vital bus services continue to run. Therefore, the BPC Clerk was approached by WNC Cllr Jonathan Harris (who has been integral to these contracts being created and continued) to see if BPC would consider taking on this responsibility and if willing, allow for the Clerk and Admin team to take on the responsibility of managing the parish contributions and for Cllr Ware and the Clerk to becoming the main council contacts. As the current Clerk is also Clerk to Naseby Parish Council, who also contributes to these bus services and is well versed in the history of the ongoing project, it would be a natural choice for Council to take this project on. The Clerk already holds most of the historical data, understands the system in place, and could easily take on the calculations of such a project. Cllr Claire Joseph at Spratton Parish Council is also willing and ready to conduct a full hand over to both the Clerk and Cllr Ware.
3.0	CONSIDERATIONS It would create extra work but could easily be managed by the Clerk and admin team. Additionally, as the invoicing for the parish subsidies only happens once a year, it would not be too onerous a task. The Clerk could easily train both admin staff to help fulfil this obligation to ensure these bus routes/ contracts remain in place.
4.0	FINANCIAL Brixworth Parish Council have been paying a set fee of £1k annually as their portion towards the annual contracts for the 59 and 60 bus routes for several years, so there would be no other financial implication in taking this responsibility on.
5.0	RECOMMENDATION <ul style="list-style-type: none">▪ It is recommended that Council agrees to BPC taking on responsibility of managing the parish bus service subsidies and for the Clerk and Cllr Ware to work in conjunction with one another and Spratton Parish Council to set up the system and ensure this is managed properly going forward.▪ It is recommended that Council agrees to the Clerk and Cllr Ware being the main contacts within council for this initiative.



Implications:		
Council Objectives:	To agree to manage the parish subsidies for the 59 and 60 bus services.	
Resource Requirements:	Officer, Cllr Ware and Admin Staff.	Y
Do we have the resource available?	Yes	Y
Equalities & Human Rights	Are there equalities and /or human rights issues?	Y
Equalities Impact Assessment	Is an impact assessment is required?	N
Crime and Disorder	Has crime and disorder have been considered?	Y
Biodiversity	Are there any bio-diversity implications?	N
Financial	Are there financial implications at this stage?	N
	Will there be financial implications?	N
	Is there provision within the budget?	N/A
	Could there be additional expenditure?	N
	Is there potential for income generation?	N
Legal	Do we have power, to act?	Y
	<i>Local Government and Rating Act 1997 s26 and Transport Act 1985, s106(b)</i>	-
Risk Management	Are there any risks? If so, how will these be mitigated? Risk Assessments will need to be created to manage all and any risks involved.	Y
Risk Assessment	Is a risk assessment required?	N
Project Management	Is project management is required?	Y
Person originating this report: Josie Flavell – Parish Clerk		
Date: 23/11/2023		



Brixworth Parish Council

DRAFT Minutes of the Brixworth Planning Committee Meeting

Monday 6th November 2023 at 7.30pm

Community Centre & Library, Spratton Road, Brixworth NN6 9DS

In attendance:	Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt, Councillor James Collyer, Councillor Barbara Lunnon & Councillor Christine Ware
Clerical Support:	Gavin Kirkup (Admin)
Members of Public:	0

PART ONE – OPENING PROCEDURES

23/2465	Welcome by Chairman Councillor Mitchell welcomed everyone to the Planning Committee meeting and advised attendees of the evacuation procedures and that the meeting was being recorded.	-
23/2466	Apologies for absence and acceptance of apologies for absence There were no apologies received in advance of the meeting.	
23/2467	Declarations of Interest a) There were no declarations of any disclosable pecuniary or other interests reported. b) There were no dispensations or written requests for dispensation of DPI to consider.	
23/2468	Agree and Sign the Minutes of Previous Meeting Councillor Peacock noted that her absence had not been recorded accurately as she had sent apologies. Subject to this change, all present RESOLVED to the Chairman, Cllr Mitchell, approving the Planning Committee Meeting Minutes of 16 th October, as a true and accurate record. Prop. Cllr Mitchell / Sec. Cllr Ware. Two abstentions.	Paper A
23/2469	Public Open Forum Session There were no members of the public present.	-

PART TWO – FOR DECISION

	Ref Number	Application Description	Location
23/2470	2023/6861/FULL	Single storey rear extension.	57 Hornbeam Row Brixworth NN6 9WG

RESOLUTION: The Planning Committee resolved to submit **COMMENTS** regarding this application.

In principle the single storey extension could be improved, and we have concerns that the window or patio doors that sits on the eastern elevation is wholly inappropriate in design and maintenance.

Prop. Cllr Mitchell / Sec. Cllr Peacock. Three in favour. One against. Two Abstentions. Motion carried.

Members of Brixworth Parish Council - Planning Committee

Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,
Councillor James Collyer, Councillor Barbara Lunnon,
and Councillor Christine Ware.

Initialled:



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	Ref Number	Application Description	Location
23/2471	2023/7189/TCA	Remove or trim back Sycamore tree in back garden	Rosemary Cottage, Froghall, Brixworth, NN6 9DJ

RESOLUTION: The Planning Committee resolved to make COMMENTS regarding this application.

The Planning Committee noted the application. From the application received, it is not clear whether the tree is to be removed or trimmed. In the event of it being removed we would expect the tree to be replaced as a requirement of its removal within a conservation area.

Prop. Cllr Lunnon / Sec. Cllr Ware. Unanimous.

	Ref Number	Application Description	Location
23/2472	2023/7306/TCA	T1 Hornbeam - Proposal to crown thin by 20%. Crown raise to 3 metres all round. Crown clean, removing dead, diseased and crossing branches. T2 Hornbeam - Proposal to crown clean, removing dead, diseased and crossings branches. NG1 Yew - Proposal to reduce over-extended limbs above seating area, back to boundary.	Paddock Cottage, Brixworth Hall Park, Brixworth, NN6 9DE

RESOLUTION: The Planning Committee resolved to SUPPORT the application.

Prop. Cllr Lunnon / Sec. Cllr Mitchell. Unanimous.

PART THREE – FOR INFORMATION

23/2473	Any Other Business Cllr Mitchell informed the Committee that he had received an enquiry from the Council Chair regarding Boniface House, relating to rumours that it could be used to house asylum seekers. Cllr Mitchell was asked if a change of use would be required. Cllr Mitchell's opinion was that it would. As a Nursing Home it was currently classified as C2. To house asylum seekers, it would need to be classified as C2A. The Committee also noted that WNC were aware of the rumours. The planning committee have noted these rumours and would await further updates from WNC. It was noted that the Strategic Planning Working Group have their next meeting on the 13 th of November.
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PART FOUR – CLOSING PROCEDURES

23/2474	Next Ordinary Meeting a) Next agenda - there were no items reported. b) All present NOTED the date of the next Planning Committee Meeting on Monday 27th November 2023.
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In the absence of further business, the meeting was closed in full at 20:09

Members of Brixworth Parish Council - Planning Committee

Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,
Councillor James Collyer, Councillor Barbara Lunnon,
and Councillor Christine Ware.

Initialed:



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Signed as a true and accurate record:

Minutes Prepared By:
Gavin Kirkup
Administrative Assistant
Brixworth Parish Council

.....
Cllr Tom Mitchell - Chairman
Brixworth Parish Council

Date: 27th November 2023

Telephone: 01604 347993
Email: parish.clerk@brixworthparishcouncil.gov.uk
Web: www.brixworthparishcouncil.gov.uk

DRAFT

Members of Brixworth Parish Council - Planning Committee

*Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,
Councillor James Collyer, Councillor Barbara Lunnon,
and Councillor Christine Ware.*

Initialed:



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Notes from - Brixworth Community Centre Buildings Meeting 13.11.2023

Present:

Brixworth PC: Jackie Bird (JB), Tony Nixon (TN)
 Community Centre: Mike Nice (MN)
 Library Service: Hugh Toal (HT)

Apologies:

Brixworth PC: Josie Flavell (JF)

Updates from last meeting and new issues:

Issue	Action By
<ul style="list-style-type: none"> Line Painting – MN confirmed that line painting was all up to date. Lines needed to be redone twice yearly. 	
<ul style="list-style-type: none"> Pigeon Proofing – All pigeon proofing was now in place and the install was “as good as it ever was going to be.” HT had requested a one off clean to library window cills. This work was outstanding, and HT was chasing with WNC Estates. 	HT
<ul style="list-style-type: none"> Lease – TN on behalf of BPC still to revive discussions with WNC Estates regarding tenancy renewal for ground floor office. 	TN
<ul style="list-style-type: none"> Air Conditioning – The Parish’s new units in the Community Hall continued to work well. All users had been briefed on their correct usage. A check was needed with Gavin Kirkup (GK) as to whether he had obtained padlocks for the external air compressors to stop any younger members of the public from gaining access to the innards of the units. 	GK
<ul style="list-style-type: none"> Cleaning – Amanda was maintaining her much improved standards throughout the building. 	
<ul style="list-style-type: none"> Publicity – GK had helped to promote the availability of business advice in the library. He would also help to promote the library’s forthcoming Christmas Fair on 9th December. 	GK
<ul style="list-style-type: none"> Welcoming Spaces funding was available till the end of March. After this date the initiative would be confined to larger libraries in West Northants (which excludes Brixworth). 	
<ul style="list-style-type: none"> Parish Office/Meeting Room Project - GK and JF had now completed the sorting of all paperwork for the upstairs meeting room. 	
<ul style="list-style-type: none"> Libraries Week- GK had assisted with publicity for the event which had proved successful. 	
<ul style="list-style-type: none"> Emergency lighting – light failures had not been repaired. This included no working lighting to illuminate the car park or exterior of the building, and the emergency light above the library staff door was out. HT was chasing for repair. After the meeting MN reported that lighting was working. 	
<ul style="list-style-type: none"> HT reported that there was no hot water in the public toilets and library staff room. It was still working in the café, staff toilet, cleaner’s cupboard, and upstairs kitchen. He had requested the attendance of an engineer from WNC Property to resolve the problem but the promised repair in the previous week had not happened. It was suggested that a 	

<p>complaint from the Parish could achieve a speedier resolution of the problem.</p> <ul style="list-style-type: none">• MN and HT reported that both the Olive Branch and the Library were running Chatty Cafes (a scheme to tackle loneliness) between 10 and 11 am on a Tuesday. The library would have occasional representation by the DWP and WNC's Customer Service Centre. GK would be asked to promote both schemes.• All present confirmed a willingness to work together to cover room requirements at busy times.	<p>JF/GK</p> <p>GK</p>
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Next Meeting Date: Monday 15th January 2024 at 9:30am

Brixworth Strategic Planning Working Group

Meeting Notes November 13, 2023

Present

Stephen James, Ian Barratt, Mike Nice, Christie Ware, Frank Allen, Nigel Ozier, Rick Spurgeon, Tom Mitchell, Anne Blaber, Gavin Kirkup, Mike Parsons,

Apologies

Jonathan Harris, Kevin Parker, Bob Chattaway, Phil Pinder, Paula Jones,

Notes from the last meeting

The minutes were accepted.

Considering the Housing Needs Survey (HNS) for Brixworth

The draft 2 had been previously accepted by WNC, but they subsequently required some alterations. These had been circulated to the group as Draft 5 and subject to the inclusion of shading and bold text used in the intro box the group agreed this Draft FINAL and considered as final for submission to WNC. Otherwise, we are in danger of running out of time to meet the agreed deadlines.

- Although agreed, circulate the Draft FINAL to the group.
- No response yet received from Sam Bosworth on the text for the covering letter.
- Need to allow time for the printers, so press WNC for the covering letter by Friday November 17.
- Allow printers one week to produce, all needed at Brixworth by Monday November 27.
- Use that week to assemble the questionnaire, covering letter, addressed envelope into the envelope to be posted through the doors(lets call it the "package"). Assembly will be flexible week in the small office during that week ending December 1.
- Once the packages assembled pass to the delivery team.
- Delivery of the Bulletin scheduled for December 2 and 3.
- Delivery of the packages scheduled for the week ending December 8

ACTIONS

- Send Draft FINAL to Sam Bosworth and emphasise time pressures. Outline specific deadlines MIKE P
- Warn printer of deadlines etc GAVIN/JOSIE
- Meet week commencing November 27 to assemble packages TO CONFIRM
- Circulate the delivery pattern agreed by the volunteers this morning. MIKE P

Deadline summary

1. Need all texts of questionnaire, letter, and envelopes agreed by FRIDAY November 17 LATEST
2. Need all printed goods to be in Brixworth by MONDAY November 27
3. Need to have the assembled packages by FRIDAY December 1.
4. Need to deliver to all parish doors during week ending FRIDAY December 8
5. Need to have group members/Parish councillors present at public workshop Monday December 11.

Delivery areas agreed at the meeting. Street totals are derived from physical count shown on Google Earth.

1. Mike Parsons (275)

- a) All roads on the “Barrett estate” including, Blackthorn Crescent, Hawthorn Road, Oak Row, Hazel Drive, Hornbeam Row etc. (250)
- b) All properties occupied on the “Burstons estate” including Vineyard Gardens etc. (25 estimated max)

2. Rick Spurgeon (290)

- a) All roads leading from the Ashway roundabout on the Northampton Road up to the roundabout on the Ashway (63) adjacent to Waterlee Furlong, including that part of the Ashway.
- b) Far Brook (23), Poppy Leas(12), Salt Pikes (10) High Slade (11), Wheatens Close (13), Knightons Way (108), Pickerings (14), Olde Forde Close (29), Portwey Close (12).

3. Nigel Ozier (280)

- a) All roads leading from the Ashway north of the Waterlee Furlong roundabout, up to the Holcot Road. including that part of the Ashway (53).
- b) Waterlee Furlong (24), Iron Pikes (14), Brackenborough (71), The Knoll (59), The Slip (28), Grasslade (36).

4. Stephen James (120)

- a) All roads leading from Holcot Road from Greens Corner up to the by-pass on both sides of the road. (30?)
- b) Lone Pine Court (20 estimated), Stannard Way (50), Swans Nest (20).

5. Tom Mitchell (169)

- a) The Ridings (38), Horseshoe Close (22)
- b) Tantree Way (35), Eaglehurst (35), Burrows Vale (36)

6. Anne Blaber (289)

- a) All Northampton Road even numbers from The Ashway roundabout to Greens Corner (51)
- b) Lesson Road (46), Broad Street (48), Eastfield Road (34).
- c) Spratton Road from Northampton Road, Pytchley Way, Pytchley Close, Hunt Close.

7. Frank Allen (340)

- a) All roads leading from and including Froxhill Crescent (108), Stonehill Way (70), Shelleycotes Road (61), Dairy Close (25), Windmill Glade (34)

- b) Northampton Road odd numbers from and including Hilltop Close up to the mini roundabout by the school (15), St David's Close (18).

8. Ian Barratt (263)

- a) Broadlands (52), Honeyholme (40), Highfields Close (43 estimated), Oathill Close (20), Brampton Way (49).
- b) Odd numbers on Northampton Road north of the mini roundabout by the school up to Spratton Road (28), Harpers Mews (9), St David's Road (30), Parkfield Road (20).

9. Christine Ware (308)

- a) The Conservation and adjacent area, including High Street/Church Street/Cross Hill (70), Silver Street (27), Hall Park Close ((16), Saneco Lane (7).
- b) Odd numbers on part of Northampton Road from Spratton Road, then Harbororough Road up to to by-pass plus even numbers from Greens corner to By-pass (71), Brixworth Hall Park (18?), Newlands (28), Kennel Terrace (28), Frog Hall (29), New Street (23), Swedish Houses (6?).

By Car?

- a) Station Cottages, Hunt Cottages
- b) Outlying farms?

Total of all ESTIMATED figures alongside names is 2334 which amazingly close to the probable total shown in the Brixworth Neighbourhood Plan of 2334+/-32.



Brixworth Parish Council

Notes

Climate Action Group - Working Group

Tuesday 14 November 2023

6pm - 7pm via Zoom

Attending:

Christine Ware (Chair) - CW
Tony Nixon - TN
Barbara Lunnon - BL
Bob Cotter - BC
Karin Cotter - KC
Ken Nickel
Peter Duffy
Deidre Daish
Mike Pickles

Apologies:

Jonathan Harris - JH

To receive notes:

Ann Foley
Brian Webster
Lucy Murphy
Janet Turner
Andy Dinnage
Mr & Mrs Parrott
Ian Barrett
Keith Dobell
Emma Hall
Sue Brooks
Nick Davies
Phillipa Williams
Sam Raju
Robin Jones
Carol Sigley

Josie Flavell - Parish Clerk
Gav Kirkup - Parish Admin Assistant

With many thanks to everyone for their interest in BCAG - this is designed to be a memory aid for the group rather than 'minutes' of the meeting.

Community Orchard

Planting took place on SATURDAY 11 November at 10am.

Many thanks to the volunteers for their time.
Bob and Karin
Carolyn and Mr Goodheart
Deidre and Mike
Ilze
Jonathan
Josie and Gabriel
Ken





Keith
Luiza and Mr Nycz



ACTIONS:

We are raising the opportunity of signage for the orchard at the next full council meeting to ask for council's support. The aim is to install an information sign to give the village background to the orchard and the trees planted. **CW to liaise with Parish Clerk.**

Initial Ideas for a Wellbeing Park on Spratton Road.

Council has previously raised the idea of development of the Spratton Road Park and BCAG discussed an idea for taking to full council.

BK and KK have worked on an idea for the space which includes developing the ideas discussed in the Tree Walk (November 2020) and also incorporate accessible space for wheelchairs, scooters and push chairs. There is even the idea of an open air gym space.

BK and KK presented their ideas which were supported (with a couple of amendments) and the meeting agreed the best way forward is to meet with the Parish Clerk to discuss how we take this idea to full council. It is a potential project which could be planned in phases over a period of time and the clerk's experience will be valuable in working out how we process this idea.

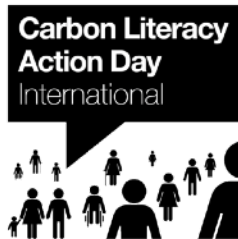
ACTIONS:

CW, BK and KK are meeting the Parish Clerk on Wednesday 29th November to discuss further.

Northampton Road Allotments

The Northampton Road allotments team has formed a formal committee of which there are four members - Phil Pinder, Ken Nickel, Gerry Kimball and Mel Williams. The committee will provide structure to support the campaign to save the allotments. Work towards saving the allotments is continuing. We currently have over 500 signatories for the petition. This can be found in a number of places now - online (the online petition can be found at: <https://westnorthantslibdems.typeform.com/to/eGIIQeXt>), also at the Community Larder on a Wednesday at the Village Hall, via Deidre Daish at The Olive Branch Cafe, and via the Allotments Committee (Ken Nickel in the first instance).

There is an information stand planned to be in the Community Centre on Monday 11th December. More information to follow.



Carbon Literacy Training and Carbon Literacy Action Day (CLAD) 4 December 2023

We have started the first training in the parish for Carbon Literacy to coincide with CLAD 2023. Gav Kirkup, Deidre Daish, Pete Duffy and Cllr Barbara Lunnon are our first delegates. Cllr Lynne Compton is already certified Carbon Literate.

Our training will finish on Monday 4 December which is International Carbon Literacy Day. It's great to be a part of this global initiative and Brixworth even made the international promotional video! Click on the link below to take a look.



Environmental Budget Potential Requests

The Parish Clerk asked for input regarding possible funding requests which may be put to full council in the coming year relating to potential environmental projects. **CW to liaise with Parish Clerk** to enable her to present to the council finance committee.

AOB

Thanks to Mike Pickles for raising ideas regarding school children and bikes for travel to school. **CW and MP to discuss with Cllr Ian Barratt** who is council representative on the Board of Governors at Brixworth School.

Date of Next BCAG: TUESDAY 9 January 5pm via Zoom.

Please note there may be an extraordinary meeting called before this date if the Allotments Campaign requires.



Brixworth Parish Council

DRAFT Minutes of the Brixworth Planning Committee Meeting

Monday 27th November 2023 at 7.30pm

Community Centre & Library, Spratton Road, Brixworth NN6 9DS

In attendance:	Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor James Collyer & Councillor Christine Ware
Absent:	Councillor Barbara Lunnon Councillor Ian Barratt
Clerical Support:	Gavin Kirkup (Admin)
Members of Public:	0

PART ONE – OPENING PROCEDURES

23/2475	Welcome by Chairman Councillor Mitchell welcomed everyone to the Planning Committee meeting and advised attendees of the evacuation procedures and that the meeting was being recorded.	-
23/2476	Apologies for absence and acceptance of apologies for absence Apologies have been received and accepted from the following Councillors: Cllr Barbara Lunnon Cllr Ian Barratt	
23/2477	Declarations of Interest a) There were no declarations of any disclosable pecuniary or other interests reported. b) There were no dispensations or written requests for dispensation of DPI to consider.	
23/2478	Agree and Sign the Minutes of Previous Meeting All present RESOLVED to the Chairman, Cllr Mitchell, approving the Planning Committee Meeting Minutes of 6 th November, as a true and accurate record. Prop. Cllr Mitchell / Sec. Cllr. Ware. Unanimous.	Paper A
23/2479	Public Open Forum Session There were no members of the public present.	-

PART TWO – FOR DECISION

	Ref Number	Application Description	Location
23/2480	2023/7609/TPO	Works to 1x Yew subject to TPO 30 A7	Brixworth Hall Archway Harborough Road Brixworth NN6 9BX

Members of Brixworth Parish Council - Planning Committee

Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,
Councillor James Collyer, Councillor Barbara Lunnon,
and Councillor Christine Ware.

Initialled:



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RESOLUTION: The Planning Committee were unable to comment on this application.

There is insufficient information within the application. There is no justification for the works or explanation of the reasoning behind the proposed works on the TPO tree.

Prop. Cllr Mitchell / Sec. Cllr Peacock. Unanimous.

	Ref Number	Application Description	Location
23/2481	2023/7564/TCA	Sycamore (T19.T01946) - Remove to ground level	Brixworth Hall Archway Harborough Road Brixworth NN6 9BX

RESOLUTION: The Planning Committee were unable to comment on this application.

There is insufficient information within the application. There is no justification for the works or explanation of the reasoning behind the removal of the TPO tree. Cllr Ware noted that the area the tree is in, is recognised as an ancient woodland, contributing to the historic and rural nature of the village.

Prop. Cllr Mitchell / Sec. Cllr Peacock. Unanimous.

	Ref Number	Application Description	Location
23/2482	2023/6286/FULL	Hybrid application for change of use from agricultural land for the purposes of a tourist accommodation site comprising of 50 no. "safari tents" including accompanying hard and soft surfacing, installation of private foul water treatment facility including secondary water drainage field and outline permission for erection of reception/office/security accommodation (REVISED)	Brixworth Country Park Northampton Road Brixworth NN6 9DG

RESOLUTION: The Planning Committee resolved to NOT SUPPORT this application.

Comments made on the application previously (4th September 2023) remain the same as there is no significant difference in the revised application. BPC concerns remain unresolved.

"Cllr Peacock noted that agricultural land needed to be preserved. Cllr Lunnon noted that the proposed site was too close to the estate, will create noise disturbance, there would be an increase in traffic, the area has been identified as a high sensitivity area, detrimental to natural land, there is no existing camp site, sited right next to the a508 bypass, the village amenities cannot handle additional traffic, the archaeological statement suggests that the mitigation they come up with last time does not fit the new plan. Prop. Cllr Lunnon. / Sec. Cllr Peacock. Unanimous.

Cllr Ware noted the site had been subject to appeal twice and couldn't identify any significant changes to the previous applications. It is in contradiction to policies BN5, E7, R1 & R2 of Joint Core Strategy 2014, Policies RA6, ENV1, ENV10 of the P2LP, Policies 2, 3 and 11 of Brixworth Neighbourhood Plan and the NPPF Framework – it is not of an appropriate scale to the location or respecting the environmental quality or character of the rural area."

Prop. Cllr Mitchell / Sec. Cllr Ware. Unanimous.

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Initialed:



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	Ref Number	Application Description	Location
23/2483	2023/7516/FULL	Demolition of existing storage buildings and construction of extension to main factory building. Provision of enclosed areas containing 12 no. metal storage tanks.	Building 3 Ilmor Engineering Ltd Quarry Road Brixworth NN6 9UB

Cllr Ware raised concerns that that the sewerage system in the old part of the village may not be able to cope and the flood risk assessment may not be appropriate. Cllr Mitchell noted that the screening of the proposed tanks would be minimal in Autumn and Winter months.

RESOLUTION: The Planning Committee resolved to **SUPPORT** this application with **COMMENTS**.

Efforts should be made to improve and enhance the screening of the tanks in order to enhance the visual of the area rather than rely on the existing hedgerow. Any issues in respect of trade effluent and contaminated water discharge or waste management for full details to be submitted to the Local Authority and approved prior to works starting on site.

Prop. Cllr Mitchell / Sec. Cllr Peacock. Unanimous.

	Ref Number	Application Description	Location
23/2484	2023/7638/TCA	Three sycamore trees situated next to fencing within The Grange grounds and border of 8 Pytchley Close. Trees are becoming over grown particularly at lower levels and will start to encroach on the fencing and neighboring property. The works will be to trim and tidy low level branches	8 Pytchley Close, Brixworth, NN6 9EW

RESOLUTION: The Planning Committee resolved to **SUPPORT** this application.

Prop. Cllr Peacock / Sec. Cllr Ware. Unanimous.

	REF NUMBER	APPLICATION DESCRIPTION	LOCATION
23/2485	2023/7628/FULL	Construction of new dwelling attached to existing dwelling (resubmission)	6 Woodsfield Brixworth NN6 9DP

RESOLUTION: The Planning Committee resolved to **NOT SUPPORT** this application. This was based on the same grounds as when the application was considered on the 6th March 2023. The new plans are not significantly different. The Planning Committee also do not support this application in line with the conditions set out on the previous refusal.

*“The resident present gave the Planning Committee a brief background of the project. The Planning Committee **RESOLVED** to **NOT SUPPORT** the application as presented for the following reasons:*

- *As a consequence of this application removes imposes such restrictions on the adjoining property that is contrary to Policy 1(6) of the BNDP.*
- *Contrary to policy R3(2) of the BNDP*
- *Contrary to policy R3(b) of the BNDP*
- *Contrary to the DDC guidelines of designing house extensions protecting neighbours with the 45deg line of sight from the north elevation of the adjoining property*
- *Policy R1 and ENV10 (a) (iii) and (viii) of the west northants joint core strategy (part 2)*
- *LG1 and BG21 of the Brixworth Village Design Statement*
- *Prop. Cllr Mitchell, Sec. Cllr Peacock Unanimous.”*

Prop. Cllr Mitchell / Sec. Cllr Ware. Unanimous.

Members of Brixworth Parish Council - Planning Committee

Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,
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and Councillor Christine Ware.

Initialled:



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PART THREE – FOR INFORMATION

23/2486	Any Other Business Cllr Mitchell informed the Committee that the refusal report for the application at Windmill Glade was available and suggested there was adequate housing supply for 5 years. Cllr Mitchell also informed the Committee that regarding the Brixworth Master Plan, a presentation was allegedly being delivered to the village on the 12 th of December and the PC would be invited to attend. It was assumed this would be held at the Village Hall as no room bookings had been made at the Community Centre.
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PART FOUR – CLOSING PROCEDURES

23/2487	Next Ordinary Meeting 1) Next agenda - there were no items reported. 2) All present NOTED the date of the next Planning Committee Meeting on Monday 18th December 2023.
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In the absence of further business, the meeting was closed in full at 20:18

Signed as a true and accurate record:

.....
Cllr Tom Mitchell - Chairman
Brixworth Parish Council

Date: 18th December 2023

Minutes Prepared By:
Gavin Kirkup
Administrative Assistant
Brixworth Parish Council

Telephone: 01604 347993
Email: parish.clerk@brixworthparishcouncil.gov.uk
Web: www.brixworthparishcouncil.gov.uk

Members of Brixworth Parish Council - Planning Committee

*Councillor Tom Mitchell (Chair), Councillor Frances Peacock (Vice Chair), Councillor Ian Barratt,
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and Councillor Christine Ware.*

Initialed:



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As usual, it has been a very busy month juggling various projects and tasks. Below is a snapshot of some of the current projects and work undertaken thus far.

St David's Swing Set (Resident Complaints)

Photographs have been sent to KOMPAN for review and ideas. The Clerk is due to meet with one of their representatives onsite in due course. All residents have been updated.

Co-op Planters

The planters have still not been delivered and no further communication has been received from the Co-op or their supplier. Another email has been sent out at the beginning of this week concerning the matter.

Emergency Plan

The first draft has been completed but Admin Support is awaiting input from the WNC emergency planning department before this can be brought to council for approval.

Chip Shop Trees

Admin Support has been tasked with gaining quotes from specialists to move this project forward. Quotes are awaited and we are hopeful that there will be enough quotes available for Council to make a decision at its December meeting.

Memorial Bench – St David's

The Clerk has been in contact with the family to set a date to meet onsite to agree a location. A response is awaited.

Zebra Crossing

An application was issued to WNC Highways to apply for a Zebra crossing resulting in the Clerk meeting with a Highways Office. The conclusion to this meeting is Highways do not agree that a Zebra crossing is required and would not help fund the £30-£40k required to install it. In the meantime, WNC Cllr Harris forward a past plan from Highways showing the area where the crossing should be situated to the Clerk, and it has been agreed this will be used to facilitate the Northold Group (Co-op landlord) paying for its installation. Given the current situation with the Co-op land transfer and associated works, this item may not be pursued immediately. Please see Meeting Paper C3 for further information concerning the legal agreement and associated items.

Bench Maintenance

Admin Support has met with a contractor who can take on the restoration works to the railway benches and is awaiting a quote and further information. Admin Support has also met with another contractor who can restore the other benches within council's remit. The work to all of these benches will be undertaken in due course.

St David's Recreation Ground Bollards

Admin Support is currently in the midst of ordering all bollards/planters and associated equipment for their installation. It has been agreed that our Groundsman will install these with help from R&G to lift the heavy items into place using their machinery as they are too heavy to be installed by hand.

Hedgerow Maintenance

The Clerk is due to meet two specialists to discuss each hedgerow and their maintenance requirements. A maintenance plan will be issued to council for review in due course.

Village Hall – Land Transfer

Please refer to Meeting Paper C3 for an update on the legal position concerning the land transfer. The Clerk is currently gaining quotes for the car park re-surfacing to aid the process.

Future Tasks

The Clerk will be embarking on researching, investigating, and commencing the following projects, with the aim to have these complete or at least started before the end of this council/fiscal year.

- Complete the Training and Development Plan ahead of the Personnel Meeting on the 14/12/23.
- Ashway car park re-surfacing quotes
- Council Award Scheme Application
- Bow top fencing St David's MUGA/play area.
- Climate Projects including electrical charging points
- Spratton Road recreational ground
- Mapping of community assets including all green assets

Meetings/Training Attended

- Larger Councils Forum Meeting (NCALC and WNC)
- WNC Town and Parish Council Liaison Officer
- Empowering Younger Voices – NALC training
- Clerk & Admin Team Project Meeting
- Site meetings: CCTV, greens maintenance (R&G) and tree surgeon
- Cllr Nixon and Cllr Bird – Central Sports Lease Meeting
- Cllr Ware – environmental and climate change actions meeting
- WNC Cllr Harris – 59 & 60 bus route meeting
- Budget Scrutiny Meeting – Finance Committee members
- All Saints Church Rev. Reith meeting with Cllr Bird

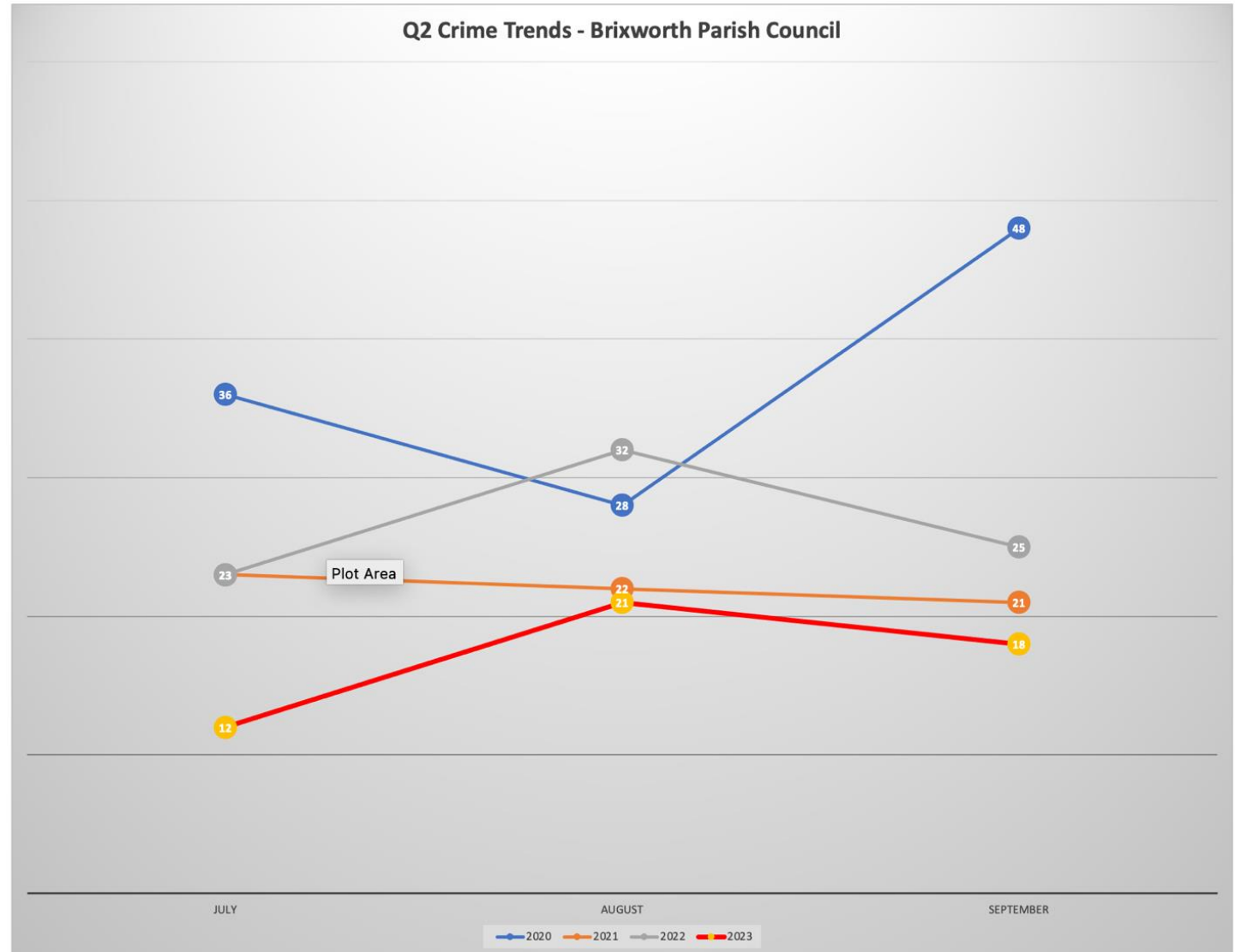
Prepared by: Josie Flavell
Parish Clerk/Proper Officer
28th November 2023



Q2 – Safety Paper

July – September 2023

	2020	2021	2022	2023
July	36	23	23	12
August	28	22	32	21
September	48	21	25	18



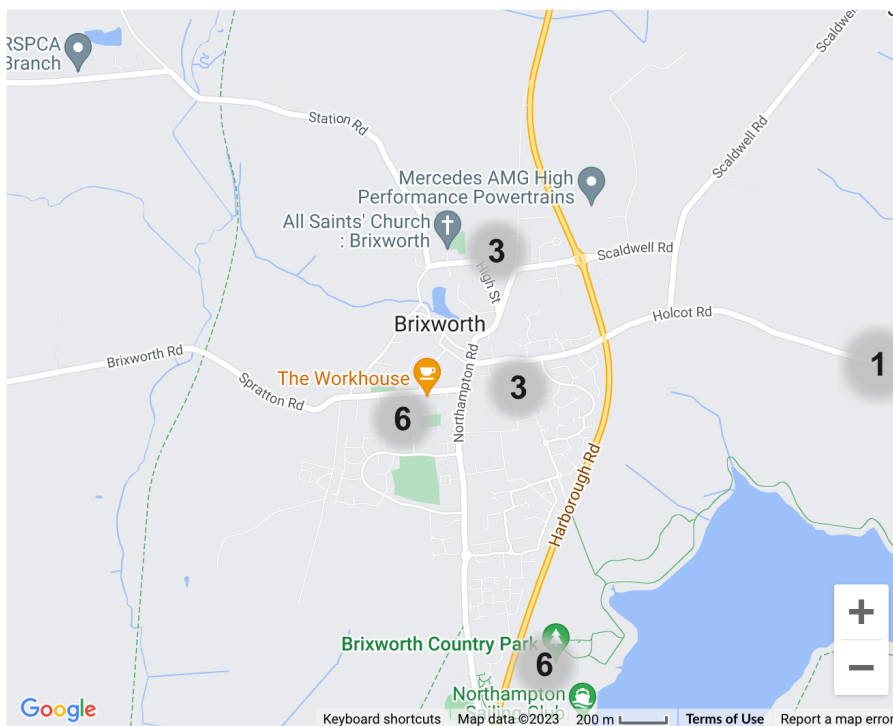
Crime Statistics Report for the Brixworth Parish Council



Reported Crime for July 2023

[Daventry Rural | Police.uk \(www.police.uk\)](http://www.police.uk)

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).



Edit crime type and time period

All Crimes (522)

July 2023

12 crimes were reported here in July 2023

Violence and sexual offences	6
Anti-social behaviour	2
Criminal damage and arson	2
All other crime	2

[View crime definitions](#)

[Download area crime data](#)

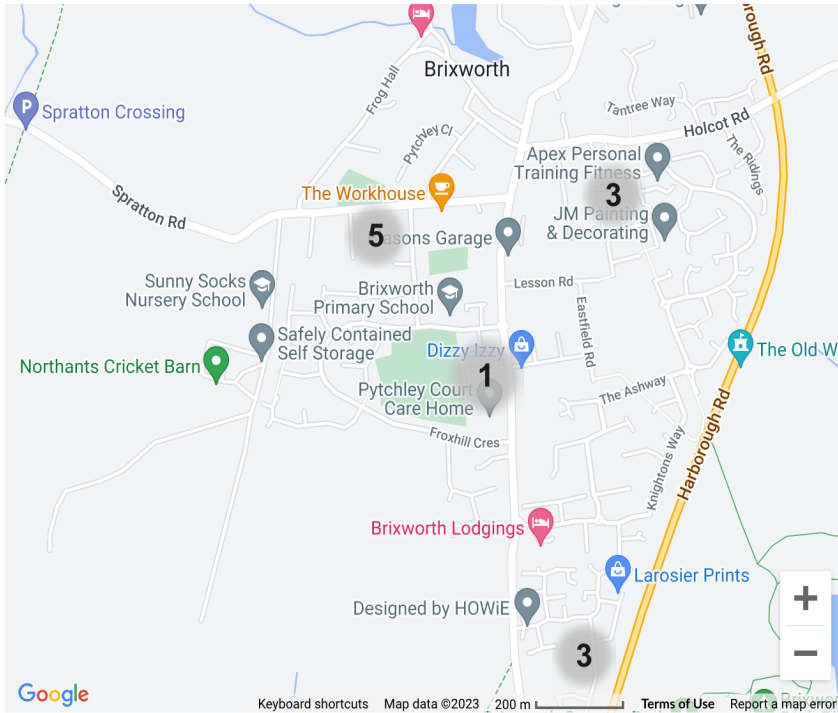
Trend

2021	2022	2023
23	32	12

***This is a broad category of types not covered in other categories. They range from weapon-related crimes to hate crimes and robbery.*

Activity Hotspots

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).



Edit crime type and time period

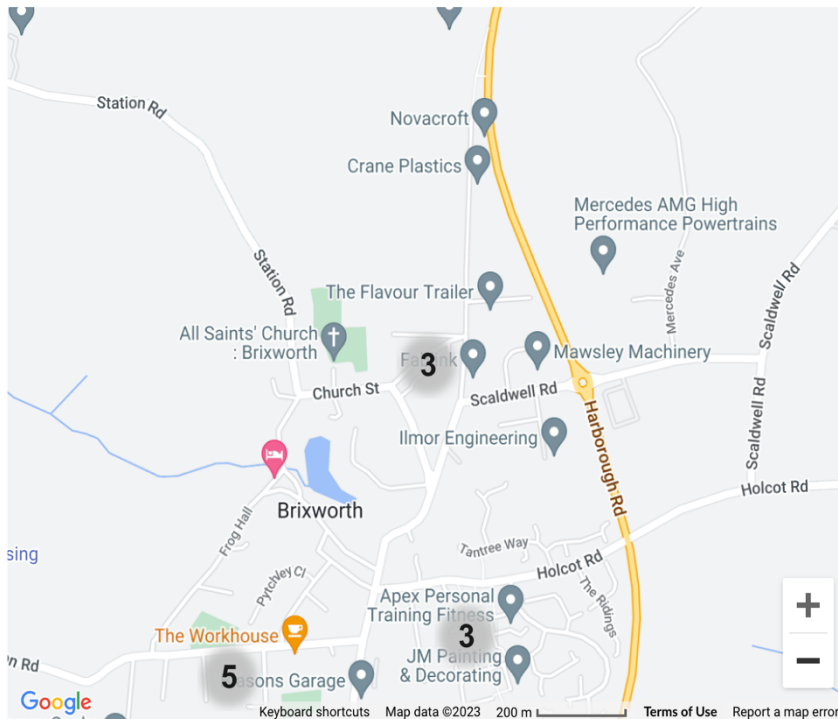
All Crimes (522) ▼

July 2023 ▼

[View crime definitions](#)

[Download area crime data](#)

Click on a hotspot to see more details. Alternatively, [view as A-Z list](#).



Edit crime type and time period

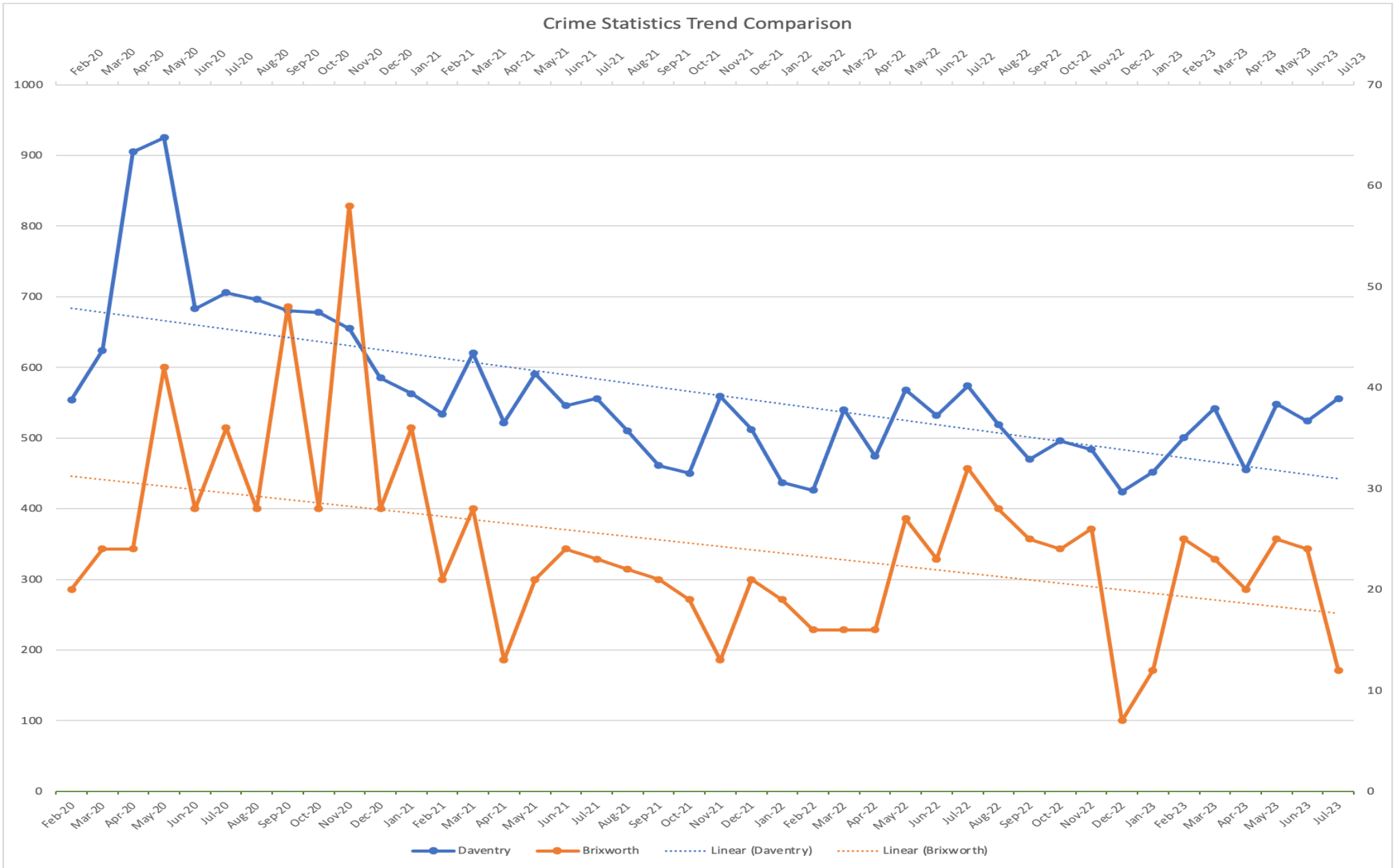
All Crimes (522) ▼

July 2023 ▼

[View crime definitions](#)

[Download area crime data](#)

Crime Trend Analysis - Daventry vs Brixworth



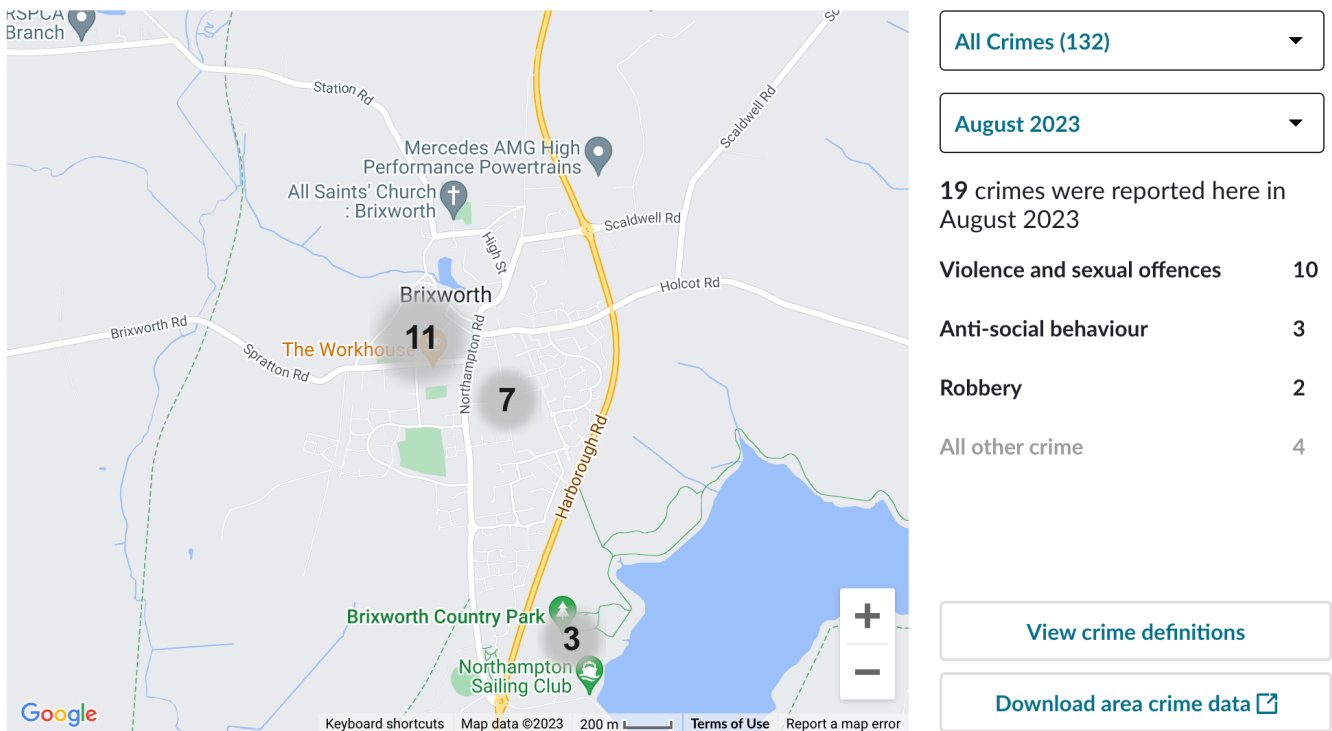
Prepared by: Gavin Kirkup
Administrative Assistant

Crime Statistics Report for the Brixworth Parish Council



Reported Crime for August 2023

[Daventry Rural | Police.uk \(www.police.uk\)](http://www.police.uk)

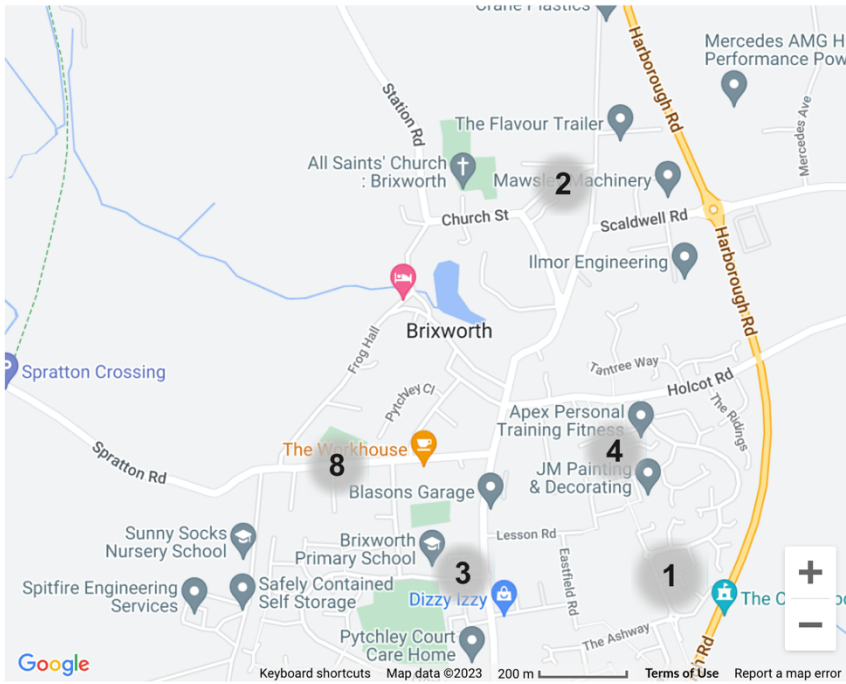


Trend

2021	2022	2023
22	29	21

***This is a broad category of types not covered in other categories. They range from weapon-related crimes to hate crimes and robbery.*

Activity Hotspots

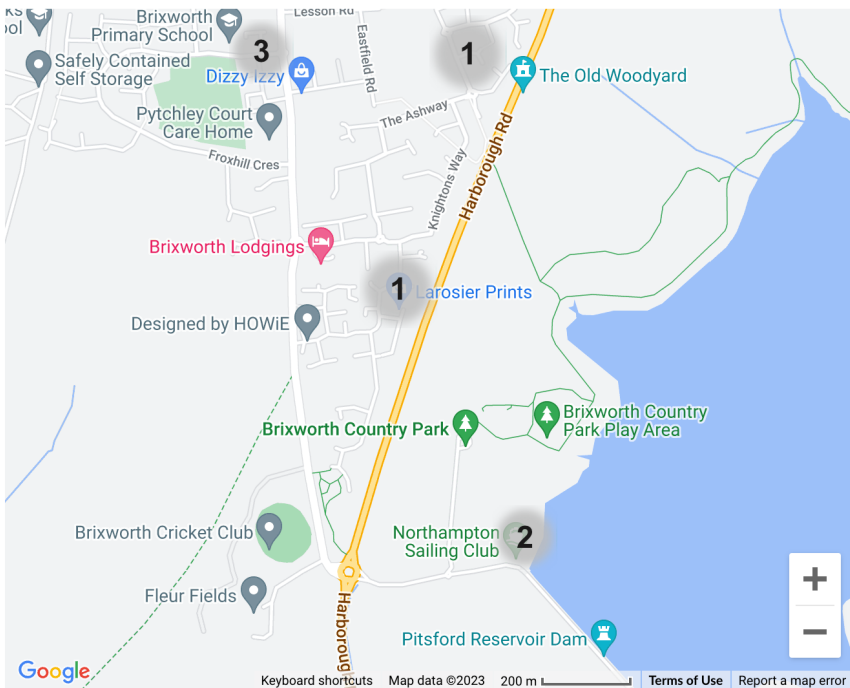


All Crimes (132)

August 2023

[View crime definitions](#)

[Download area crime data](#)



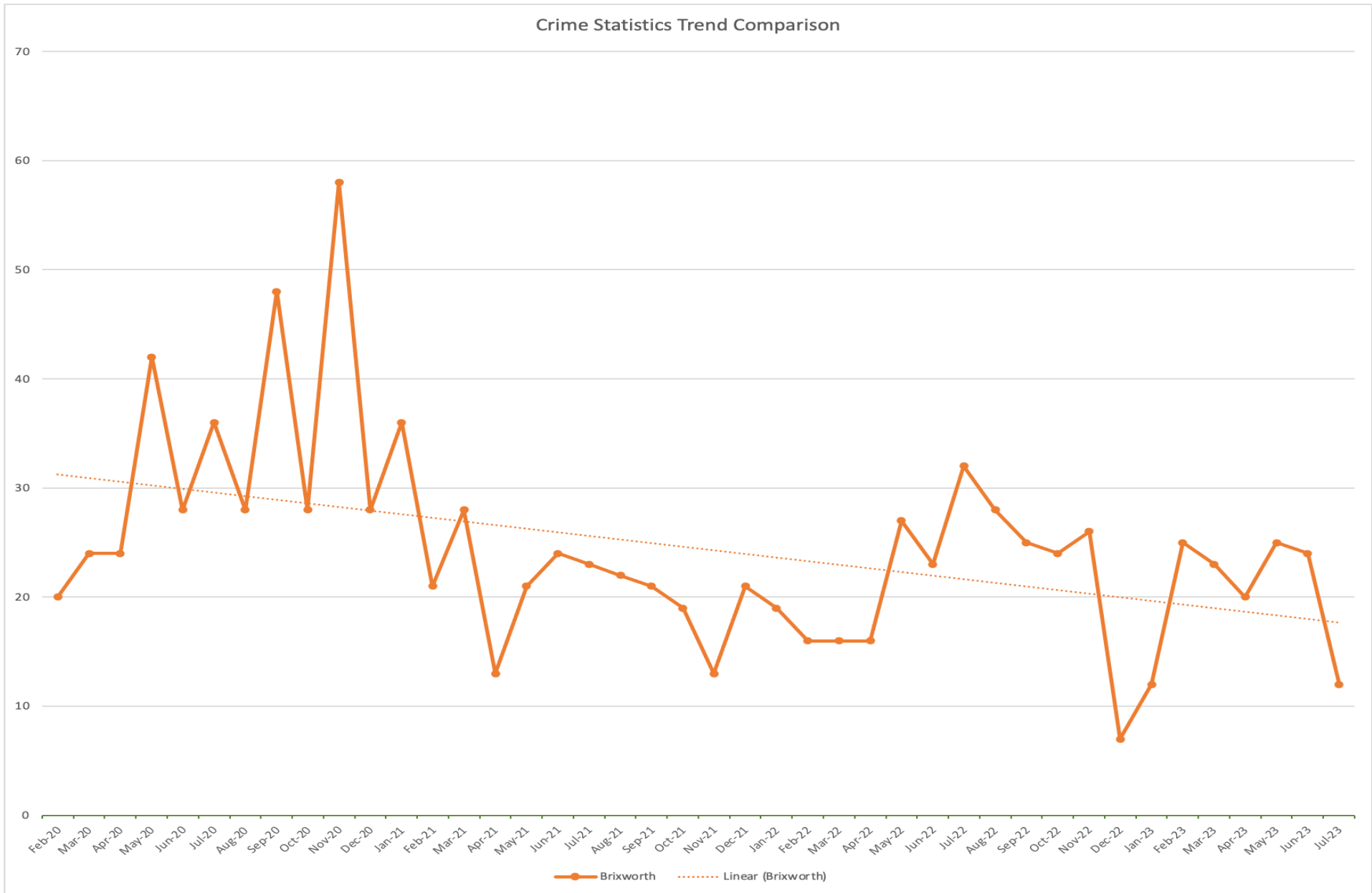
All Crimes (132)

August 2023

[View crime definitions](#)

[Download area crime data](#)

Crime Trend Analysis - Daventry vs Brixworth

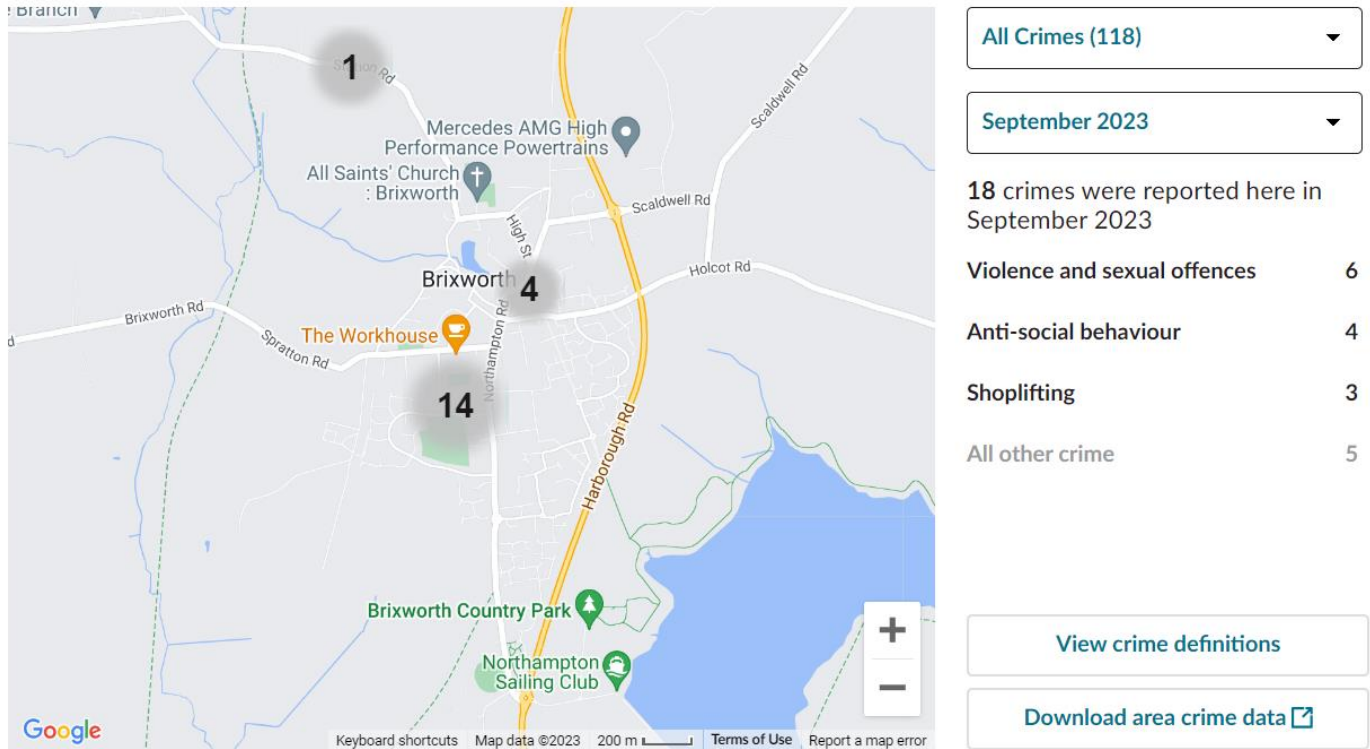


Prepared by: Gavin Kirkup
Administrative Assistant



Reported Crime for September 2023

[Daventry Rural | Police.uk \(www.police.uk\)](http://www.police.uk)

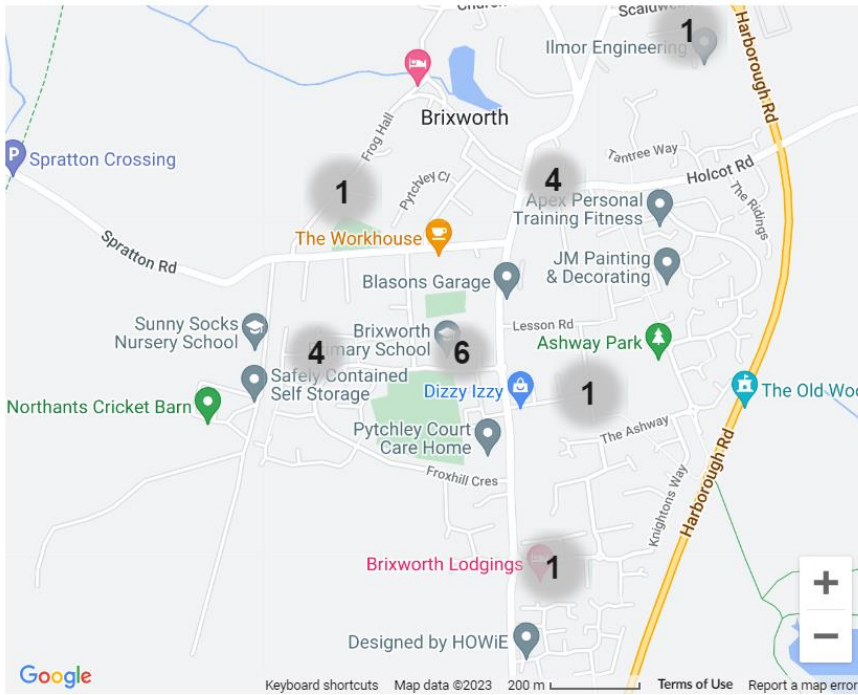


Trend

2021	2022	2023
21	25	18

***This is a broad category of types not covered in other categories. They range from weapon-related crimes to hate crimes and robbery.*

Activity Hotspots



All Crimes (118)

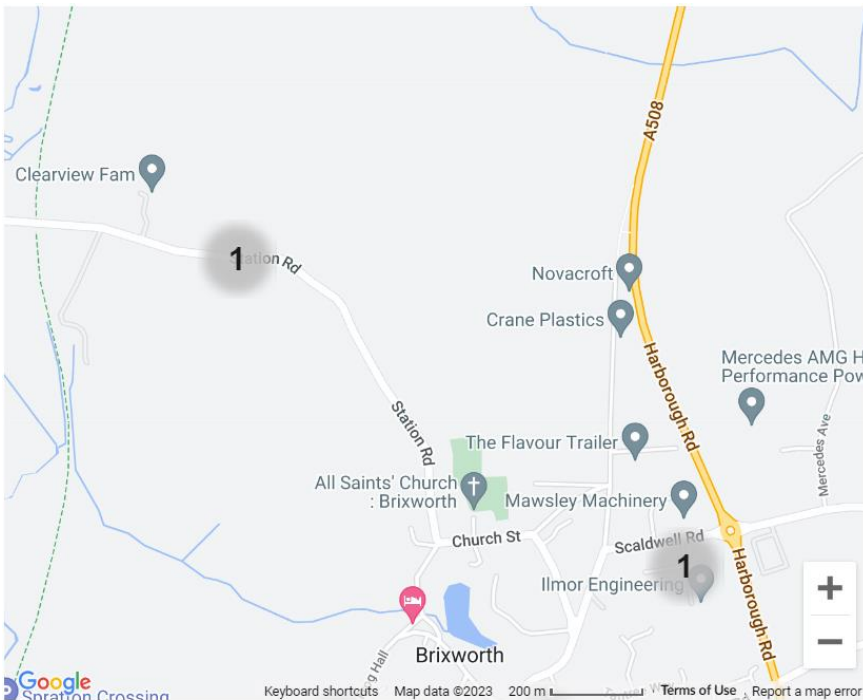
September 2023

14 crimes were reported here in September 2023

Violence and sexual offences	6
Anti-social behaviour	4
Criminal damage and arson	1
All other crime	3

[View crime definitions](#)

[Download area crime data](#)



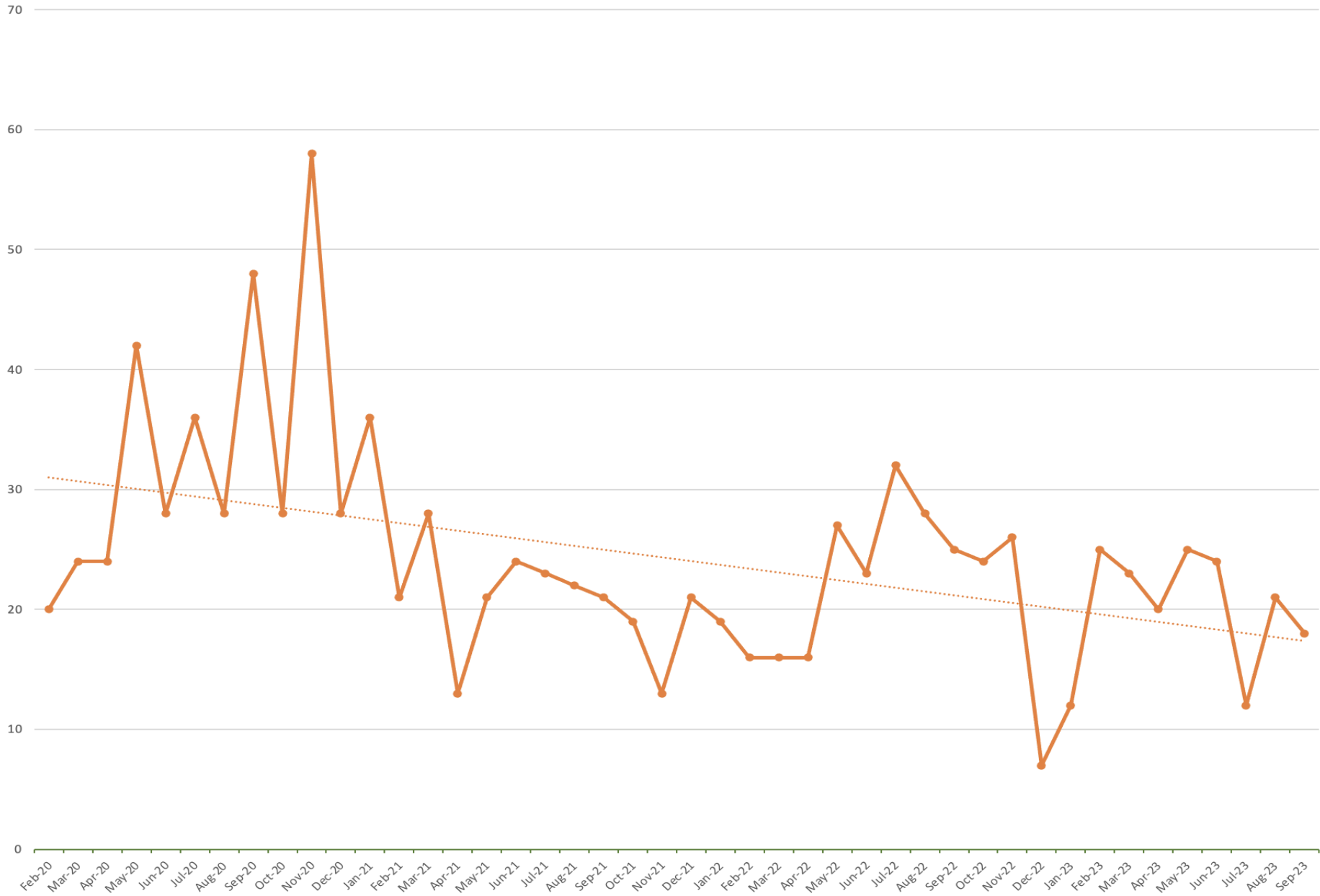
All Crimes (118)

September 2023

[View crime definitions](#)

[Download area crime data](#)

Crime Statistics Trend Comparison



—●— Brixworth - - - - - Linear (Brixworth)

ADMINISTRATIVE ASSISTANT

