

MEETING OF THE SERVICE PROVISION COMMITTEE

TUESDAY 20 SEPTEMBER 2022

(originally scheduled for MONDAY 12 SEPTEMBER – postponed due to falling in the Period of National Mourning for HM Queen Elizabeth II)

To all Members of the Service Provision Committee

Originally sent Tuesday 6th September 2022

You are hereby summoned to attend a Meeting of the **SERVICE PROVISION COMMITTEE** to be held on **TUESDAY 20 SEPTEMBER 2022** at **7pm** in the **EXHIBITION ROOM, THE CIVIC, HOLMFIRTH, HUDDERSFIELD ROAD, HOLMFIRTH HD9 3AS** to transact the following business -

AGENDA (A)

	Welcome	Time
	Public Question Time	7pm
	<p>Prior to the commencement of the business session of the Committee, there will be an open session lasting 15 minutes, for members of the public to speak to Committee Members.</p> <p>Members of the public may speak for a maximum of 3 minutes per person.</p>	
2223 23	Public Bodies (Admission to Meetings) Act 1960 amended by Openness of Local Government Bodies Regulations 2014	7.15pm
	<p>As Local (Parish & Town) Council meetings can now be recorded, the Chairman to check if anybody wishes to record the meeting, to ensure reasonable facilities can be provided. The Officer will be recording the meeting in video format for upload to the Parish Council's YouTube channel.</p>	
2223 24	Apologies and reasons for absence	7.16pm
	<p>Any apologies for absence with reasons received by the Clerk will be circulated by email prior to the meeting. In line with previous resolution these will be considered together.</p> <p>Cllr Hall has a dispensation for a 6 month period of absence, being granted at Full Council on 11 July 2022.</p>	
	<i>To consider: Apologies and reasons for absence.</i>	
2223 25	Members' and Officers' personal and disclosable pecuniary interests in items on the agenda	7.20pm
	<p>Members' and Officers' personal and disclosable pecuniary interests in items on the agenda to be reported to the Committee for consideration.</p>	
	<i>To consider: Members' and Officers' personal and disclosable pecuniary interests in items on the agenda.</i>	
2223 26	Written requests for new DPI dispensations	7.25pm

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	One revised DPI has been received and will be circulated prior to the meeting; the redacted DPI will then be uploaded to the HVPC website.	
	To consider: written requests for new DPI dispensations	
2223 27	Items on the agenda to be discussed in private session	7.28pm
	The Committee is to consider whether any items on the agenda should be discussed in private session.	
	To consider: whether any item on the agenda should be discussed in private session.	
2223 28	Minutes of the previous Service Provision Committee meeting	7.30pm
	The minutes of the previous meeting of the SERVICE PROVISION COMMITTEE, held on 7 June 2022 (B) , numbered 2223 01- 2223 22 inclusive were approved at FULL COUNCIL 11 July 2022.	
	To note: The minutes of the previous meeting of the SERVICE PROVISION COMMITTEE, held on 7 June 2022, numbered 2223 01- 2223 22 inclusive, approved at FULL COUNCIL 11 July 2022.	
	BUDGETARY MATTERS	
2223 29	Service Provision Committee Budget and Spending Statements for 2022-23	7.35pm
	Under Standing Orders the Service Provision Committee makes financial decisions for a number of community assets and projects. A number of items on this agenda have financial implications for this budget, not least the consideration of grant applications. Therefore the Budget 2022-23 Service Provision Income and Expenditure Year-To-Date (C) is being shared to clarify the availability of funds prior to the consideration of agenda items.	
	To note: the Service Provision Committee Budget Income and Expenditure 2022-23, Year-To-Date and Forecast.	
2223 30	Expenditure from Service Provision budget	7.40pm
	The Clerk has been in correspondence with Kirklees to indicate that Holme Valley Parish Council will most likely want to repeat its arrangement from last year, that a total of 5 lit trees using existing ground socket and power supplies are provided by Kirklees for: Holmfirth (traditionally Kirklees has not charged for this one), Brockholes, Netherthong, New Mill and Wooldale. It has been requested that the Holmfirth tree be lit at a lights switch-on event provisionally planned for 26th November 2022 and that no metal barriers are placed around that tree.	

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	<p>The total cost last year for the trees from Kirklees was £3448.</p> <p>HVPC has also paid for the cost of 5 cut trees for Hinchliffe Mill, Holmbridge, Honley, Scholes and Upperthong.</p> <p>£5,500 is available for this expenditure through Budget Line 4705 Christmas Provision. Grant requests relating to this budget from Holmfirth Christmas Team and Honley Business Association are due to be considered later in the meeting.</p> <p>Clerk to report further.</p> <p>To consider: Christmas tree expenditure of £3448 (estimate) on 5 lit, cut trees supplied by Kirklees for Holmfirth, Brockholes, Netherthong, New Mill and Wooldale and the cost of 5 cut trees for Hinchliffe Mill, Holmbridge, Honley, Scholes and Upperthong.</p>	
2223 31	Service Provision Grant Applications	7.45pm
	From budget line 4725 Patient Transport Scheme – current balance £1,000.	
	<p>i. To consider: a grant application from Holme Valley Patient Transport Scheme – application enclosed – for £1,000 towards wages. The legal power for this would be Local Government and Rating Act 1997 s26-29 (E).</p>	
	From budget line 4705 Christmas Provision – current balance £5,500.00.	
	<p>ii. To consider: a grant application from Honley Business Association – application enclosed – for £1,000 towards Honley Christmas events. The legal power for this would be Local Government Act 1972 s144 (F).</p>	
	<p>iii. To consider: a grant application from Holmfirth Christmas Team – application enclosed – for £1,000 towards Holmfirth Christmas events. The legal power for this would be Local Government Act 1972 s144 (G).</p>	
	From budget line 4755 Youth Facilities – current balance £8,000.00	
	<p>iv. To consider: a grant application from Holme Valley District Scouts – application enclosed – for £1,000 towards Scout Jamboree training for x5 scouts. The legal power for this would be Local Government Act 1972 s137 (H).</p>	
	<p>v. To consider: a grant application from Honley Youth (Honley Village Community Trust) – application enclosed – for £1,000 towards training workshops for young people. The legal power for this would be Local Government (and Miscellaneous Provisions) Act 1976 s19 (I).</p>	
	<p>vi. To consider: a grant application from Holmfirth Arts Festival – application enclosed – for £1,000 towards training for young music makers. The legal power for this would be Local Government Act 1972 s45 (J).</p>	
	<p>vii. To consider: a grant application from Holmbridge Cricket Club – application enclosed – for £1,385 towards training and coaching for junior cricketers. The legal power for this would be Local Government (and Miscellaneous Provisions) Act 1976 s19 (K).</p>	

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	viii. To consider: a grant application from Enabling Youth and Motocross CIC – application enclosed – for £4,959 towards youth club provision. The legal power for this would be Local Government (and Miscellaneous Provisions) Act 1976 s19 (L) .	
	ix. To consider: a grant application from Café 100 – application enclosed – for £4,292 towards running costs and staff wages for the provision of Café 100 youth club. The legal power for this would be Local Government (and Miscellaneous Provisions) Act 1976 s19 (M) .	
	ASSETS MANAGEMENT	
2223 32	The asset transfer of Honley Library	8.15pm
	Work has continued on the part of HVPC solicitors on the drafting and amending of the lease agreement between HVPC and FOHL. See Report on Title (N.1) , Appendix 1 (N.2) , Appendix 2 (N.3) and Appendix 3 (N.4) from Ramsdens Solicitors. Clerk to report further.	
	<ul style="list-style-type: none"> i. To note: Report on Title (N.1), Appendix 1 (N.2), Appendix 2 (N.3) and Appendix 3 (N.4) from Ramsdens Solicitors. ii. To consider: the Chancel Repair Insurance policy (N.5) and approval of payment of premium of £174 (N.6). iii. To consider: review and approval of the Lease agreement (N.7). iv. To consider: review and approval of the Hosting agreement (N.8). v. To consider: review and approval of the Hire agreement (N.9). vi. To consider: any other actions required with regards to the proposed asset transfer of Honley Library. 	
2223 33	Holmfirth Civic Hall Community Trust	8.30pm
	The following document has been received: Holmfirth Civic – SPC Update (O) . Clerk to report.	
	To consider: report from Holmfirth Civic Hall Community Trust and any actions arising.	
2223 34	Report from maintenance contractor regarding toilets, shelters, war memorials, phone boxes and benches	8.32pm
	To receive and note the report (P) from the maintenance contractor. Some of the suggestions contained in the report are included as motions for consideration later in the agenda. Clerk to report further.	

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	<i>To note: the report regarding toilets, shelters, war memorials, phone boxes and benches.</i>	
2223 35	Holmfirth Public Toilets	8.34pm
	<p>As reflected in the report (P) from the contractor, vandalism and misuse continue to be an issue for the Holmfirth Public Toilets. Replacing of cisterns needs to be investigated/costed. Budget line 4320 Public toilets day to day shows that £7,545.99 remains of £17,000, illustrating that 6 months into the financial year 55.61% of the budget has been spent.</p> <p>Toilet voluntary contributions reported include:</p> <ul style="list-style-type: none"> • £1361 - 17 June 20221 to 10 February 2022 • £364 - 11 February 2022 to 24 March 2022 • £1416 for 25 March 2022 to 4 September 2022 (still to be paid in) <p>There have been issues reported with the Post Office and banks not accepting counted coinage. The Clerk is in discussions over how to facilitate having a monthly total reported in future.</p> <p>Clerk to report further.</p>	
	<i>To consider: actions arising from the update regarding Holmfirth Public Toilets including voluntary contributions received.</i>	
2223 36	Stone shelters and seats update	8.36pm
	<p>Budget line 4740 maintenance of seats and shelters shows that a total of £7,828.06 of the £13,000 budget remains: that is, 39.78% of the budget has been spent.</p> <p>As reflected in the report (P) from the contractor Hade Edge shelter continues to be the shelter most often in need of attention. Approved works to the stone shelter in Oldfield - the window and its frame to be knocked out to deter misuse of the shelter – still needs to go ahead.</p> <p>Once more, the Clerk would like to thank councillors and Holme Valley residents for their continuing efforts to report issues with any benches found to be in disrepair – and the Maintenance Contractor on the swift action taken on several occasions to repair benches which have been damaged.</p> <p>The Clerk is processing a request for a memorial plaque to be installed on seat HON15C with regards to a Mr Keith Wigley in line with the Memorial Benches Policy.</p> <p>The two benches adjacent to 36 Victoria Street, Holmfirth, HD9 7DE (formerly Yorkshire Building Society) have been removed and are now in storage. Holmepride have suggested several sites for possible resiting. The Clerk has looked at sites suggested with the maintenance contractor and will present possible ways forward at the meeting for consideration.</p> <p>Clerk to report further.</p>	
	<i>To consider: actions arising from the update regarding the stone shelters and seats.</i>	
2223 37	Adopted phone boxes update	8.38pm

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	<p>A definitive decision has yet to be taken about the use and custodianship of the adopted red phone kiosk next to the Post Office in Holmfirth.</p> <p>Possible uses have been discussed at the Service Provision meeting 13 June 2022, the Climate Emergency Standing Committee meeting 27 June 2022 and Full Council 11 July 2022. Ideas for usage have centred around making the box available for different groups (especially connected to the Festivals hosted in Holmfirth) for a few weeks/month at a time. A ‘Stop and think’ area within the box to be periodically changed, publicising current information and concerns.</p> <p>Holmepride has suggested that this kiosk mirrors the use of the Wooldale Veg Box, with produce being left and similar shelving installed (the shelving and installation has been offered free of charge).</p> <p>However, no individual or organisation has stepped forward to act as custodian(s) for the kiosk.</p> <p>In anticipation of a decision – and to stop the kiosk falling into further disrepair - this kiosk has been repainted and signage ordered as per the maintenance contractor’s report (P).</p> <p>The maintenance contractor has placed a lock on the kiosk as requested and is willing to consider the use of his team for regular locking/unlocking of the kiosk to tie in with the locking/unlocking of the public toilets. There would be an additional charge for this; £1 for each locking/unlocking has been suggested ie a possible total of £730 per annum.</p> <p>Clerk to report further.</p>	
	<i>To consider: the use and management of the red phone kiosk next to the Post Office in Holmfirth.</i>	
2223 38	Gartside Buildings update	8.43pm
	<p>A visit from Kirklees Building Control is to be arranged to inspect the installation of three smoke alarms and a “running man” emergency light on the front door of the unit by the tenant.</p> <p>No further requests have been received for the Service Provision Committee to consider further specific improvements/changes to the Gartside retail unit and no other works have been carried out.</p> <p>Clerk to report further.</p>	
	<i>To note: the contents of the Gartside building update.</i>	
2223 39	Stotts minibus provision	8.45pm
	<p>It is some time since the Parish Council’s contribution to the local minibus provision was reviewed in any depth by the Service Provision Committee.</p> <p>A new Parish Council is due to be installed in May 2023. This would be an opportune time to review current arrangements and routes with input from Stotts and negotiate a</p>	

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	<p>fresh agreement. A contract with Stotts to last the lifetime of that Council could be considered in 2023-24 by the Service Provision Committee, the provision currently in place being maintained until then.</p> <p>Clerk to report.</p>	
	<i>To consider: actions with regards to the Stotts minibus provision.</i>	
	PROJECTS	
2223 40	Update regarding the dog waste strategy	8.47pm
	<p>One new dispenser has been installed at Crown Bottom Car Park at the suggestion of HolmePride. Several dog waste bag dispensers have been repainted and repaired in Brockholes (Q). The 40 laminated vinyl stickers for the dog waste bag dispensers are currently being attached to the dispensers.</p> <p>The group of volunteers who keep the dog waste bag dispensers stocked up continue to do a great job across the Holme Valley.</p> <p>Clerk to report.</p>	
	<i>To note: the contents of the dog waste strategy update.</i>	
2223 41	Removal of sharps bin and bike lockers from Holmfirth centre	8.49pm
	<p>The sharps bin cemented into the pavement near Holmfirth Public Toilets has not been removed and no further correspondence has been received regarding this.</p> <p>However, the two vandalised bike lockers in the car park adjacent to the toilets have been removed.</p> <p>The Clerk formally wrote to Mark Scarr, Interim Service Director, Highways, Kirklees Council about the sharps bin on 19 April 2022.</p> <p>Clerk to report.</p>	
	<i>To consider: current position with regards to the removal of the sharps bin in Holmfirth centre and any further action(s).</i>	
2223 42	Installation of free bike repair station and possible siting of bike rack adjacent to Holmfirth Public Toilets	8.51pm
	<p>Holmepride have brought to the attention of the Clerk the possibility of having a free bike repair station installed and suggested that this could be in fixed to the wall of Holmfirth Public Toilets where the old bike lockers were placed. The Clerk has walked the area with the maintenance contractor; there is space there, and, being adjacent to the car park and very central this seems to be a good position. There is room for vandal-proof bike locking rails to be fitted in this space as well, should that be desired. See (R).</p> <p>The Committee is asked to consider how it would like to proceed in this matter.</p>	
	<i>To consider: actions regarding the installation of a free bike repair station and possible</i>	

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	siting of a bike rack.	
2223 43	Holme Valley Youth Services	8.54pm
	A meeting has been arranged by Margaret Dale at the Tech on 14 September to consider youth provision in Holmfirth.	
	Clerk to report further.	
2223 44	Renewal and future tendering of Maintenance and Holmfirth Public Toilet contracts	8.57pm
	Putting the maintenance contract to tender remains a recommendation from our Independent Auditor. Approval of tendering and selection of contracts is in the terms of reference of the Finance and Management Committee.	
	The drawing up of a contract and tendering process is new to the Clerk; both the Clerk and Deputy Clerk are enrolled for training in procurement on 8 November 2022.	
	A new Parish Council is due to be installed in May 2022. A four year contract to last the lifetime of that Council could be considered in the Summer of 2023, with the contractual arrangements currently in place being rolled over until then. See (S) for renewal of contracts for this year.	
	Clerk to report.	
	<i>To consider: supporting the continuation of current contractual arrangements for the maintenance of HVPC assets and the servicing of Holmfirth Public Toilets.</i>	
	Clerk to present a draft maintenance contract and tendering process to the Service Provision Committee at the first scheduled meeting of the Service Provision Committee 2023-24.	
	PUBLICITY	
2223 45	Items for Publicity	8.59pm
	Members are invited to suggest items for publicity arising from the current work of the Service Provision Committee.	
	<i>To note: suggestions for aspects of the work of the Service Provision Committee to publicise further.</i>	

Jen McIntosh

Clerk to the Council

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**MEETING OF THE SERVICE PROVISION COMMITTEE
MONDAY 13 JUNE 2022**

Present: Cllr East (Chair), Cllr Blacka, Cllr Brook, C Carré, Cllr T Dixon, Cllr Firth

Absent:

Officer attending: Jen McIntosh - Clerk

APPROVED MINUTES

	Public Question Time
	<p>Prior to the commencement of the business session of the Committee, there was an opportunity for members of the public to speak to Committee Members.</p> <p>There were 5 members of the public present.</p> <p>Two members of the public were representing <i>Friends of Honley Library</i> and Standing Orders were to be suspended during item 2223 09 to allow them to ask and answer questions.</p> <p>One member of the public was there in her capacity as providing legal services to HOLME VALLEY PARISH COUNCIL regarding the Asset Transfer of Honley Library. Standing Orders were to be suspended during item 2223 09 to allow her to ask and answer questions.</p> <p>Two members of the public representing Holmfirth Tech were present and each addressed the Committee to request a grant of £4,025 be considered to provide 85 hours of youth activities based at the Tech over the school holiday period.</p> <p>The aim was to increase self-confidence and activities were to include English/maths tuition, crafting, drumming and dancing sessions. These were at the planning stage. A survey had been shared with Holmfirth High School to obtain feedback regarding the type of provision that young people wanted.</p> <p>The member of the public speaking stated that she was offering an invitation to the Committee to join a group to be set up to consider youth provision, including representation from local GP surgeries, spearheaded by the Tech.</p> <p>Members of the Committee made a range of comments in response including:</p> <ul style="list-style-type: none"> – The need for <i>Kirklees Youth Alliance</i> to be involved/to lead on the co-ordination of youth provision in the area in order to avoid duplication; – A suggestion to obtain survey feedback from Honley High School as well as Holmfirth High School; – A suggestion to consider a sports focus as a way of unifying activities – open days had worked well in the past. <p>Grant applications need to be made in writing with supporting documentation and were next due to be considered by the Committee in September. The Committee considered the request, as far as it could, due to the request’s time-sensitive nature.</p> <p>RESOLVED: to defer any further consideration of the grant request to FULL COUNCIL on 11 July 2022, subject to a written application being received.</p>

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	<p>Clerk to email to the Tech representatives a grant application form.</p> <p>The members of the public were advised to liaise with the Clerk regarding making a grant application to FULL COUNCIL on 11 July 2022.</p>
2223 01	Public Bodies (Admission to Meetings) Act 1960 amended by Openness of Local Government Bodies Regulations 2014
	<p>Council meetings can now be recorded. The Clerk recorded the meeting in video format for upload to the Parish Council's <i>YouTube</i> channel.</p> <p>There were no other requests to record the meeting.</p>
2223 02	Apologies and reasons for absence
	<p>Apologies for absence with reasons received by the Clerk were circulated by email prior to the meeting.</p> <p>APPROVED: Apologies and reasons for absence from Cllr Hall.</p>
2223 03	Members' and Officers' personal and disclosable pecuniary interests in items on the agenda
	<p>Cllr East declared an interest in item 2223 09 The asset transfer of Honley Library as a trustee of <i>Friends of Honley Library</i>.</p> <p>No other personal and disclosable pecuniary interests in items on the agenda were declared.</p>
2223 04	Written requests for new DPI dispensations
	<p>No revised DPIs to report.</p>
2223 05	Items on the agenda to be discussed in private session
	<p>RESOLVED: to consider item 2223 16 Gartside Buildings Update in private session due to commercial sensitivity and to move this item to the end of the agenda.</p>
2223 06	Minutes of the previous Service Provision Committee meeting
	<p>The minutes of the previous meeting of the SERVICE PROVISION COMMITTEE were presented.</p> <p>NOTED: the minutes of the previous meeting of the SERVICE PROVISION COMMITTEE- held on 14 February 2022, numbered 2122 30- 2122 58 inclusive, as approved at FULL COUNCIL 28 March 2022.</p>
2223 07	Election of Vice-Chairman of the Service Provision Committee 2022-23
	<p>At the Annual Council meeting on 16-05-2022 the election of a Vice-Chairman of the SERVICE PROVISION COMMITTEE was deferred to this meeting.</p> <p>APPROVED: the appointment of Cllr Duggs Carré as Vice-Chairman for the SERVICE PROVISION COMMITTEE 2022-23.</p>

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	BUDGETARY MATTERS
2223 08	Service Provision Committee Budget and Spending Statements for 2022-23
	<p>Clerk reported that a number of items on the agenda had financial implications for the Service Provision Committee budget. The Budget 2022-23 Service Provision Income and Expenditure Year-To-Date was presented to clarify the availability of funds.</p> <p>The Clerk advised that some budget lines may need to be revised and possibly increased for the 2023-24 budget, such as 4720 Dog Waste Strategy.</p>
	NOTED: the SERVICE PROVISION COMMITTEE Budget Income and Expenditure 2022-23, Year-To-Date and Forecast.
	ASSETS MANAGEMENT
2223 09	The asset transfer of Honley Library
	<p>The Clerk reported that work had continued on the part of HOLME VALLEY PARISH COUNCIL solicitors on the drafting and amending of the asset transfer between Kirklees and HOLME VALLEY PARISH COUNCIL, the hire agreement between HOLME VALLEY PARISH COUNCIL and Kirklees (to allow for the provision of library and electoral services) and lease agreement between HOLME VALLEY PARISH COUNCIL and FOHL.</p> <p>It was observed that the hire agreement was highly favourable to Kirklees; for example, Kirklees retains the right to terminate the agreement should HOLME VALLEY PARISH COUNCIL be in breach but there is no reciprocal allowance for HOLME VALLEY PARISH COUNCIL to terminate the agreement should Kirklees be in breach.</p> <p>It was also noted that reference was made in the documents to portable shelving being present as an asset in the library; in fact, that shelving had been provided by FOHL. Currently there were two weekly library sessions run solely by FOHL volunteers.</p> <p>There remained a number of queries to be resolved upon by the Committee as set out in the <i>Report on Title</i> with appendices from Ramsdens Solicitors, acting for HOLME VALLEY PARISH COUNCIL.</p> <p>A significant bundle of documents connected to the asset transfer were presented for information.</p>
	<p>Queries from section 3 from the <i>Report on Title</i> from Ramsdens Solicitors were considered.</p> <p>RESOLVED 1: To approve the terms of the Letting Documents.</p> <p>RESOLVED 2: To confirm the provisions regarding the funding to be provided by the Parish Council set out in the lease to the <i>Friends of Honley Library</i>.</p> <p>RESOLVED 3: To confirm that the <i>Friends of Honley Library</i> will notify the Parish Council of the identity of any community groups using the premises upon request.</p> <p>RESOLVED 4: To grant the <i>Friends of Honley Library</i> the ability, under the lease, to carry out structural repairs to the property with the consent of the Parish Council (such consent must not be unreasonably withheld or delayed).</p>

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RESOLVED 5: To agree that the *Friends of Honley Library* are required to indemnify the Parish Council against all losses that the Parish Council may incur as a result of the lease or occupation by the *Friends of Honley Library*.

RESOLVED 6: To agree that the Parish Council will comply with the below conditions in respect of any such claim:

- i. That notice is given to FOHL as soon as reasonably practicable of any such claim;
- ii. That FOHL are provided with any information and assistance in relation to any such claim as FOHL may reasonably require;
- iii. That the Parish Council mitigate its losses where reasonable to do so; and
- iv. That the Parish Council obtains consent from FOHL (such consent not to be unreasonably withheld or delayed) before settling or admitting any claim.

RESOLVED 7: to approve the Clerk to source a property valuation of Honley Library so that indemnity insurance can be obtained by HOLME VALLEY PARISH COUNCIL solicitor to protect against the risk of chancel repair liability.

The lack of a fire alarm had emerged as an obstacle in a lease being signed between FOHL and HOLME VALLEY PARISH COUNCIL. FOHL May 2022 minutes stated:

"It was agreed that there needed to be a gap between the asset transfer from KC to the PC and the lease from the PC to FOHL and that the lease should not be signed until the defects are rectified."

The defects referred to above are related solely to the lack of a fire alarm.

This was based on the Fire Safety Report obtained by FOHL earlier this year. A Fire Assessment from 2010 was also included in the pack. Kirklees Council had no intention to install a fire alarm whilst Honley Library was under its ownership. There was some shock that Honley Library had no fire alarm – this was a valid concern raised by FOHL. A fire alarm installation quotation of £4,104.00 obtained by FOHL was tabled at the meeting. It was confirmed that fire alarm installation costs would count as part of the first year's grant to FOHL on completion of the Asset Transfer.

RESOLVED UNANIMOUSLY 8: To approve HOLME VALLEY PARISH COUNCIL solicitor to explore with Kirklees Council possibility of agreeing a further contract between HOLME VALLEY PARISH COUNCIL and Kirklees Council to allow HOLME VALLEY PARISH COUNCIL to commission and pay for installation of a fire alarm prior to asset transfer taking place.

RESOLVED UNANIMOUSLY 9: To recommend to FULL COUNCIL on 11 July 2022 that £10,000 is transferred from EMR 332 Honley Library to 4300 Honley Library (currently £15,000) for works outlined by FOHL, subject to lease being signed.

RESOLVED: To approve Clerk to source additional quotations for the installation of a fire alarm in Honley Library in line with HOLME VALLEY PARISH COUNCIL Financial Regulations.

FOHL to provide photographic evidence of current condition of Honley Library.

FOHL wished its thanks to HOLME VALLEY PARISH COUNCIL for its support in the asset transfer process to be entered into the minutes.

The Committee thanked the solicitor from Ramsdens for attending the meeting and for all her work and that of her team in preparing the documentation to date. She had brought a clarity to the process which enabled the Committee to make robust decisions.

The Clerk was thanked for her work in preparing and presenting the motions under consideration

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	and supporting papers.
2223 10	Holmfirth Civic Hall Community Trust
	The Committee received the report <i>Holmfirth Civic – SPC Update</i> . It was reported that the Civic faced challenges recruiting caretaking staff.
	The Committee wished to thank Civic staff members for all their work and for the thorough report received.
	NOTED: report received from Holmfirth Civic Hall Community Trust.
2223 11	Report from maintenance contractor regarding toilets, shelters, war memorials, phone boxes and benches
	A report from the maintenance contractor was considered. Some of the suggestions contained in the report are included as motions for consideration later in the agenda.
	NOTED: the report regarding toilets, shelters, war memorials, phone boxes and benches.
	Clerk to contact maintenance contractor with ongoing concerns about the stone shelter at Hade Edge.
2223 12	Holmfirth Public Toilets
	The report received from the contractor showed that vandalism and misuse continue to be an issue for the public toilets maintained by HOLME VALLEY PARISH COUNCIL.
	The standard of cleaning of the toilets was commended by the Committee; comments had been received from a member of the public that these were the ‘cleanest public toilets ever seen’. This was particularly note-worthy given the challenges faced in the light of the misuse reported.
	RESOLVED: To approve the installation of a cage around the drier in the disabled toilet to mitigate against further vandalism.
	Clerk to publicise that the toilets are maintained by HOLME VALLEY PARISH COUNCIL via social media.
2223 13	Stone shelters update
	It was reported that adding insurance cover for the shelters was put on hold for 2022-23 whilst a new insurer was sought. The rough estimate obtained of the total cost of replacing a stone shelter will be used to seek a revised cost for adding the stone shelters to the Insurance Policy in 2023-24.
	Budget line 4740 maintenance of seats and shelters shows that a total of £1,998.53 of the £13,000 budget has been spent, leaving £11,001.47: that is, 84.63% of the budget.
	As reflected in the report from the contractor, it was proposed that the stone shelter in Oldfield has the window and its frame knocked out to deter misuse of the shelter. The contractor has estimated that this will cost 5 hours of the contractor’s time.
	Extensive repairs had been carried out to Hade Edge shelter. The Maintenance Contractor had advised that some further structural repairs to Hade Edge shelter be considered and a member

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	<p>reported ongoing issues with this shelter. The walls were rendered with cement and had reached an age where it was coming away from the block-wall behind. Ideally this needed to be chiselled off where necessary and re/rendered in both the back and front shelter.</p>
	<p>NOTED: the contents of the stone shelters update from the maintenance contractor.</p>
	<p>APPROVED: commencement of works to the Oldfield stone shelter and the Hade Edge shelter including costs incurred.</p>
	<p>Clerk to keep Chair and Vice-Chair informed of costs of shelter repairs.</p>
2223 14	Adopted phone boxes update
	<p>The Clerk reported that the adoption of Wooldale phone box had completed on 29 April 2022 and repairs/renovation work undertaken. The box was in the custodianship of Wooldale Allotments Society and being used as a seed/plant exchange and to offer fresh produce. A ribbon-cutting ceremony was held on the weekend as part of the Jubilee celebrations, Cllr J Brook and Cllr M Blacka presiding.</p> <p>It was reported at the last meeting on 14-02-2022 that the red phone kiosk next to the Post Office in Holmfirth had been successfully adopted by the Parish Council. A definitive decision was yet to be taken about the use this kiosk can be put to. The Clerk was following a number of leads regarding parties who may be interested in taking on the custodianship of the box.</p>
	<p>NOTED: the adoption of the red phone kiosk in Wooldale, its refurbishment and utilisation under the custodianship of Wooldale Allotments Society.</p>
	<p>After some discussion, consideration of the refurbishment of the red phone kiosk next to the Post Office in Holmfirth was deferred, views of the CLIMATE EMERGENCY STANDING COMMITTEE to be sought.</p> <p>Clerk to send formal thank you letter to Wooldale Allotments Society for making Cllr Brook and Cllr Blacka so welcome during the Jubilee grand opening of the Veg Box at Wooldale.</p>
2223 15	Benches update
	<p>The Clerk thanked Councillors and Holme Valley residents for their continuing efforts to report issues with any benches found to be in disrepair. The Maintenance Contractor was commended on the swift action taken on several occasions to repair benches which have been damaged.</p> <p>A query had been received regarding 3 benches adjacent to 36 Victoria Street, Holmfirth, HD9 7DE (formerly Yorkshire Building Society). The query related to a possible re-siting of the 3 benches due to plans for the outside area to be used as café seating for the premises.</p>
	<p>NOTED: Clerk's report on benches.</p>
	<p>Clerk to contact owners of 36 Victoria Street to request sight of proof of ownership of the outside areas on which the HOLME VALLEY PARISH COUNCIL benches are sited.</p>
	<p><i>Cllr Brook left the meeting at 9pm.</i></p> <p><i>Members agreed to continue the meeting for a further 30 minutes in order to complete all the business on the agenda</i></p>

Holme Valley Parish Council

	<i>Agenda item 2223 16 was moved to the end of the agenda as resolved in item 2223 05.</i>
	PROJECTS
2223 17	Update regarding the dog waste strategy
	<p>The Clerk reported that several dog waste bag dispensers have been repainted and repaired. The 40 laminated vinyl stickers for the dog waste bag dispensers are ready for collection and attaching to the dispensers. Demand for bags was close to outstripping supply and when the budget for 2023-24 was considered the amount committed to this budget line could be reviewed.</p> <p>The group of volunteers who keep the dog waste bag dispensers stocked up were continuing to do a great job across the Holme Valley. It had been suggested that a beebomb could be given as a thank you to all volunteers.</p>
	NOTED: the dog waste strategy update.
2223 18	Removal of sharps bin and bike lockers from Holmfirth centre
	<p>The Clerk reported that no action had been taken by Kirklees Council regarding the removal of a sharps bin cemented into the pavement near Holmfirth Public Toilets and the two vandalised bike lockers in the car park adjacent to the toilets.</p> <p>The Clerk had formally written to the Interim Service Director, Highways, Kirklees Council, about the sharps bin and the bike lockers on 19 April 2022. Nothing further has been received since an email exchange regarding the letters.</p>
	NOTED: current position with regards to the removal of the sharps bin and bike lockers in Holmfirth centre.
2223 19	To receive meeting notes regarding the <i>Holme Valley Youth Offer</i>
	<p>The Clerk reported that no new meetings notes have been received since the Service Provision Committee meeting on 14 February 2022. Cllr Greaves was organising a meeting regarding Honley youth provision.</p> <p>Members discussed the need for a co-ordinated approach to the provision of youth services.</p>
2223 16	Tendering process for maintenance contract
	<p>The Clerk reported that putting the maintenance contract to tender remained a recommendation from the Independent Auditor. However, the Clerk had not been in a position to present a draft maintenance contract and tendering process to the Service Provision Committee at the meeting.</p>
	NOTED: the development of a maintenance contract to put to tender remains an audit recommendation.
	<p>Clerk to present a draft maintenance contract and tendering process to the SERVICE PROVISION COMMITTEE at the meeting scheduled for Monday 12 September 2022.</p>

Holme Valley Parish Council

	CORRESPONDENCE
2223 20	Project Communities – change of venue
	Clerk reported that Project Communities had been in communication to notify HOLME VALLEY PARISH COUNCIL that they wished to change the venue for the sports sessions for girls that they had received a grant for from the SERVICE PROVISION COMMITTEE under the Youth Facilities budget line 4755. The change in venue was to maximise uptake of the sessions in response to feedback received.
	NOTED: The change of venue from Phoenix Centre to New Mill School for the running of activities for girls by Project Communities.
2223 21	Kirklees Youth Alliance Youth Clubs – change of provider
	The Clerk reported that a grant for £5,000 had been made from the SERVICE PROVISION COMMITTEE to KYA under the Youth Facilities budget line 4755 to fund youth club provision. KYA had since notified the Clerk that the youth club provision would now be sub-contracted to Enabling Youth CIC (based in Meltham).
	Thanks were extended to Cllr Carré for suggesting that a Service Level Agreement be approved between KYA and Enabling Youth CiC as a way of ensuring continuity of provision.
	Future grant applications would be made by Enabling Youth CiC and not Kirklees Youth Alliance.
	NOTED: Enabling Youth CIC now facilitating the running of the Youth Club provision at the Phoenix Centre funded by HOLME VALLEY PARISH COUNCIL grant paid to KYA.
2223 22	Items for Publicity
	Members were invited to suggest items for publicity arising from the current work of the Service Provision Committee.
	NOTED: Suggestions for aspects of the work of the SERVICE PROVISION COMMITTEE to publicise further, including publicising HOLME VALLEY PARISH COUNCIL ownership of Holmfirth Public Toilets and possible uses of red phone kiosk adjacent to Holmfirth Post Office.
2223 16	Gartside Buildings update
	A resolution was recorded for item 2223 05 to consider item 2223 16 Gartside Buildings Update in private session due to commercial sensitivity and to move this item to the end of the agenda. This resolution was adhered to.
	RESOLVED: Should the tenant choose to proceed with work at their own expense to rehang the entrance door to the opposite side of the existing frame, approval was given with the proviso that the HOLME VALLEY PARISH COUNCIL Maintenance Contractor carries out the work in the colour agreed with the Clerk.
	Permission for the erection of 3 additional dibond signs specific to the retail unit in line with design submitted was not considered.
	Clerk to invite tenant to a meeting to look at the <i>Neighbourhood Development Plan</i> prior to

Holme Valley Parish Council

submitting any further designs for consideration.

The meeting closed at 9.20pm.

Expenditure against Budget 2022-23

Service Provision Budget Lines Year-to-Date

CODE	DESCRIPTION	Starting Budget	Revised Budget	April	May	June	July	August	September	October	November	December	January	February	March	Total	Remaining		
Service Provision Committee																			
4300	Honley Library	1.30%	£15,000	£15,000	£0.00	£0.00	£0.00	£0.00	£195.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£195.00	£14,805.00	4300
4310	Holmfirth Civic Hall		£0	£0	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	4310
4320	Public toilets - Day to Day	55.61%	£17,000	£17,000	£2,143.12	£286.63	£2,553.73	£2,979.68	£1,490.85	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£9,454.01	£7,545.99	4320
4325	Public toilets - Lettable Space	0.00%	£1,000	£1,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,000.00	4325
4700	CCTV		£0	£0	£1,560.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,560.00	£-1,560.00	4700
4705	Christmas Provision	0.00%	£5,500	£5,500	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£5,500.00	4705
4710	New Mill - Churchyard	41.48%	£800	£800	£0.00	£0.00	£0.00	£0.00	£331.87	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£331.87	£468.13	4710
4720	Dog Waste	60.95%	£1,000	£1,000	£0.00	£0.00	£113.48	£0.00	£496.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£609.48	£390.52	4720
4725	Patient Transport Scheme	0.00%	£1,000	£1,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,000.00	4725
4730	Minibus	31.03%	£25,000	£25,000	£0.00	£0.00	£3,879.00	£1,971.00	£1,908.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£7,758.00	£17,242.00	4730
4735	Phone Boxes	390.00%	£400	£400	£0.00	£0.00	£1,560.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£1,560.00	£-1,160.00	4735
4740	Seats & Shelters-Maintenance	39.78%	£13,000	£13,000	£1,007.83	£377.38	£2,071.88	£935.35	£779.50	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£5,171.94	£7,828.06	4740
4750	War Memorial		£0	£0	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	4750
4755	Youth Facilities	0.00%	£8,000	£8,000	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£8,000.00	4755
	Total Service Provision	30.38%	£87,700	£87,700	£4,710.95	£664.01	£10,178.09	£5,886.03	£5,201.22	£0.00	£0.00	£0.00	£0.00	£0.00	£0.00	£26,640.30	£61,059.70		
Earmarked Reserves																			
		Opening Balance	Net Transfers	Current Balance															
322	EMR CCTV	£5,000	£-1,560	£3,440.00															
326	EMR Defibrillator - Special Reserve	£2,000		£2,000.00															
329	EMR Holmfirth Civic Hall (Capital)	£30,000	£10,000	£40,000.00															
331	EMR Gartside Building	£5,000		£5,000.00															
332	EMR Honley Library	£30,000		£30,000.00															

HOLME VALLEY PARISH COUNCIL



THE CIVIC, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk

Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

Grants are considered in September and February. For 2022-2023 your application needs to be submitted by the last day of July to be considered in September and the last day of January to be considered in February.

CONTACT DETAILS
Name of organisation
Holme Valley Transport Scheme
Contact person for this application:
[REDACTED]
Position e.g. Chair, Secretary, Treasurer:
Manager
Correspondence address:
Honley Surgery, Marsh Gardens, Honley, HD9 6AG
Email address:
[REDACTED]
Telephone numbers
[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

Community Assets

Community Services

Community Events or Projects

What will your grant pay for? Car maintenance, fuel, salaries

ABOUT YOUR GROUP	
What type of group are you?	<ul style="list-style-type: none"> Registered charity
Charity registration no. (if applicable)	1119261
When did the group start?	March 2007
Do you have a constitution or a set of governing rules?	<i>Yes – copy attached</i>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Holme Valley
Describe the people you <u>mainly</u> work with:	Elderly, disabled, vulnerable
How many people are involved in running your group?	6

FINANCES	
Financial year	2021 - 2022
Income	17,635
Expenditure	14,577
Reserves	3,058
Please describe your current financial reserves and account for expected expenditure from these.	Salary
Has the group previously received a grant from the Parish Council?	Yes <i>If 'Yes' please give the date and brief details of any grants received in the last five years.</i>

YOUR PROJECT			
How much money are you requesting from the Parish Council?		1,000	
Project start date:	2007	Project end date:	Ongoing

PROJECT BUDGET		
Item	Total cost	Requested from the Parish Council
Salary	11,119	1,000
Car Expences	2,143	
Fuel	800	
TOTALS	14,062	1,000

OTHER FUNDING

Has the group applied elsewhere for other grants to fund this project?

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

BANK ACCOUNT DETAILS

Account name

Sort code

Account number

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name:

Signature:

Date: 16/08/2022

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	
Last three years audited annual accounts (if available)	
Constitution or set of rules (if not applicable please state so)	
Copy of bank statements for past six months	
Copies of written estimates/quotations for capital purchases?	
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL

HOLMFIRTH CIVIC HALL, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
 Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk



Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

From April 2021 there will be two dates in the Council Year on which grants are considered. Your application needs to be submitted by the last day of August to be considered in September or by the last day of January to be considered in February.

CONTACT DETAILS
Name of organisation
Honley Business Association
Contact person for this application:
[REDACTED]
Position e.g. Chair, Secretary, Treasurer:
Secretary
Correspondence address:
[REDACTED]
Email address:
[REDACTED]
Telephone numbers
[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

Community Assets

Community Services

Community Events or Projects

What will your grant pay for? Christmas Celebrations around Honley

ABOUT YOUR GROUP	
What type of group are you?	<ul style="list-style-type: none"> Unregistered community group Registered charity Other (please state):
Charity registration no. (if applicable)	
When did the group start?	HBA formed in 2013
Do you have a constitution or a set of governing rules?	<p>Yes</p> <p><i>If yes, please provide copy with this application</i></p> <p><i>If no, please explain your management structure on a separate sheet.</i></p>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Honley HD9 6 area
Describe the people you mainly work with:	<ul style="list-style-type: none"> Children under 16 Young people under 25 Older people over 60 People with disabilities People of minority ethnic origin Other groups (please state): <p>Honley Youth Club All 6k residents plus visitors to Honley</p>
How many people are involved in running your group?	Paid staff: 0
	Volunteers, including Committee members: 20 up to 100 for events

FINANCES	
Financial year	
Income	
Expenditure	
Reserves	
Please describe your current financial	

reserves and account for expected expenditure from these.	
Has the group previously received a grant from the Parish Council?	<p>Yes</p> <p><i>If 'Yes' please give the date and brief details of any grants received in the last five years.</i></p> <p><i>In 2017 we received £1000 towards our 2nd Honley Feast Community Event</i></p> <p><i>In 2017 £1000 towards the Christmas Lights Event.</i></p> <p><i>In 2018 £1000 towards setting up a Youth Club in Honley</i></p> <p><i>In 2018 £1000 towards the Christmas Light Switch on and Parade</i></p> <p><i>In 2019 £1000 towards the running of Honley Youth Club</i></p> <p><i>In 2019 £1000 towards the Christmas Light Switch on</i></p> <p><i>In 2020 £1000 towards Christmas Lights Event</i></p> <p><i>In 2020 £1000 towards Youth Club activities</i></p> <p><i>In 2021 £5000 towards replacing some CCTV</i></p> <p><i>In 2021 £5000 to give to Kirklees towards play equipment for older youths and adults to be included in the re-new scheme for Jagger Lane Rec.</i></p> <p><i>2021 £1000 towards Christmas activities</i></p>

YOUR PROJECT			
How much money are you requesting from the Parish Council?		£1000.00 or more if possible	
Project start date:	12.11.22	Project end date:	06.01.23
<p>Please describe what you want to do with the money. Use no more than 500 words. HBA will pull together with HVCT/ FOHL/FOH/HBA members to deliver a series of Christmas activities to encompass everyone from young to old. Working with all the above groups to provide Children's Christmas party and grotto where the visit to Santa will be</p> <p>Please answer the following questions in your answer:</p> <ul style="list-style-type: none"> • Who will benefit from this project? The whole village community of over 6000 people plus visitors • How do you know there is a need for this project? 2020 and 2021 were very difficult years with covid and 2022 is being made hard with cost of living rises way ahead of inflation so we want to run some Christmas family activities that will be financed enough that all families will be able to enjoy 			

them without having a large financial strain on them. There will be the Christmas Markets all around Honley on the same day that are self- financing but very little is provided for Children so we want to cater for families so they can enjoy this day as well without a large burden on families. We will also be installing around 140 trees with lights around the village that are installed by volunteers but the cost of these are covered by the businesses. We will also be promoting singing Christmas Carols around the Christmas Tree so will need to pay the band a donation and provide song sheets that we will get sponsors to contribute to. HVPC will be thanked on this sheet as well as through social media for your grant.

- Are you working in partnership with other groups?
Yes Friends of Honley Library, Honley Village Community Trust, Friends of Honley and the community at large
- How many people are involved in your activities each year? Normally 12 committee, around 100 volunteers with 1000s attending various events
- How will you know that the project is a success?
Through attendance numbers and positive feedback through social media or the volunteers and families.

PROJECT BUDGET		
Item	Total cost	Requested from the Parish Council
Grotto decorations	300.00	200.00
Grotto Gifts (Normally 200 Children)	600.00	250.00
Marketing	250.00	150.00
Room Hire	90.00	90.00
Santa Outfit	175.00	75.00
Food/refreshments for party	350.00	150.00
Food & refreshments for volunteers throughout set up/take down	200.00	85.00
TOTALS	£1965.00	£1000.00

OTHER FUNDING
Has the group applied elsewhere for other grants to fund this project? No

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

the events themselves should bring some income, as we will charge for grotto entry but it will be an affordable charge with discounts for additional children so families can afford it. We aim for the activities to break even not necessarily make a profit.

BANK ACCOUNT DETAILS

Account name

[REDACTED]

Sort code

[REDACTED]

Account number

[REDACTED]

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name

[REDACTED]

Signature:

[REDACTED]

Date:01.08.22

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	Yes
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	
Last three years audited annual accounts (if available)	Yes
Constitution or set of rules (if not applicable please state so)	Yes
Copy of bank statements for past six months	Yes
Copies of written estimates/quotations for capital purchases?	N/A
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	N/A
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL

THE CIVIC, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk



Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

Grants are considered in September and February. For 2022-2023 your application needs to be submitted by the last day of July to be considered in September and the last day of January to be considered in February.

CONTACT DETAILS	
Name of organisation	Holmfirth Christmas Team
Contact person for this application:	[REDACTED]
Position e.g. Chair, Secretary, Treasurer:	Chair
Correspondence address:	[REDACTED]
Email address:	[REDACTED]
Telephone numbers:	[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

Community Assets

Community Services

Community Events or Projects

What will your grant pay for? Christmas lighting in Holmfirth

ABOUT YOUR GROUP	
What type of group are you?	<ul style="list-style-type: none"> • Unregistered community group
Charity registration no. (if applicable)	N/A
When did the group start?	<p>Holmfirth Christmas Team is a community group established in 2016 to brighten up Holmfirth for the festive season. We've had lots of great feedback over the years and we believe that our lighting display through the town is a real success, helping make Holmfirth a warm and festive place to live and visit. We also fund the festoons round the bus station which now bring welcoming lights to this area all year round. We are all volunteers.</p>
Do you have a constitution or a set of governing rules?	<i>Yes – see attached</i>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Holmfirth town centre
Describe the people you <u>mainly</u> work with:	<p>All the community, residents, visitors and business owners benefit from our lighting display visible from late November until early January each year and our event on the last Saturday in November.</p> <p>There is no charge for our festive entertainment and everyone enjoys the lighting through the festive season regardless of age, background, ethnicity or disability.</p>
How many people are involved in running your group?	<p>6 volunteers are the committee members who run the group but we have up to 30 volunteers who assist in putting the lights up and taking them down each year.</p>

FINANCES	
Financial year	2021-22 (year end 28/02/2022)
Income	£5165
Expenditure	£5868
Reserves	£4985
Please describe your current financial reserves and account for expected expenditure from these.	<p>Our reserves built up from 2017 until 2020 allowing us to purchase replacement lights as sets gradually deteriorate over time. They then reduced from a high point of £7698 in 2020 as we did not ask for any contributions from local businesses during 2021 due to COVID, deciding to support the community by funding our lighting display from our reserves for that year and not holding an event.</p> <p>We have to have reserves in place to order new lights (we have already had to pay over £2000 towards replacements lights this financial year), pay our insurance and arrange PAT testing of the bus station festoons.</p> <p>Having to install some new plugs last year on businesses and expanding our event to provide more entertainment to encourage people to come into Holmfirth at Christmas meant we exceeded our income in 2021/22. Having reserves gives us flexibility and also allows us to commit to any professional light installations (usually part of a multi-year contract) if desired. It should be noted that we have decided that whilst the Town Access Plan works is ongoing, we plan to wait for this to be completed before committing to any additional professional lighting commitments (eg. lights above Victoria Street as in recent years) as we do not want to risk committing to a contract only to find the infrastructure is no longer suitable / at risk of damage from the streetworks.</p>
Has the group previously received a grant from the Parish Council?	<p>Yes</p> <p><i>2021 - £1000 towards extending lights coverage around the river and Fire Station (note that due to permissions not being forthcoming from the Fire Station quickly enough, the additional lights were extended further round the river and we will be seeking to install additional lights around the Fire Station this year.</i></p> <p><i>2019 - £500 to purchase Christmas lights for the outside of Holmfirth Tech.</i></p>

	<p>2018 - £1000 towards the Christmas parade & event</p> <p>2017 - £1000 towards the Christmas parade & event</p> <p>2016 - £2000 towards purchase of initial lights plus parade & event</p>
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YOUR PROJECT

How much money are you requesting from the Parish Council?		£1000	
Project start date:	19th Nov 2022	Project end date:	6th Jan 2022

Holmfirth Christmas Team wants to continue to provide its extended lights coverage through Holmfirth with additional lights round the river and hopefully at the fire station. We put up approximately 3km of LED lighting through the town and over time, the commercial grade lighting starts to fail and needs replacement to allow us to continue to offer such a good display. We also have to get the festoon lights above the bus station professionally tested and checked with replacement bulbs provided. We have had a quote for the latter of nearly £500 and alongside our annual insurance of approximately £900 for these lights and any entertainment we organise for our event on 26th November, we have regular costs we have to cover even before considering any extensions. All the LED string lights are all put up and taken down by volunteers over several days and ensure the town looks festive and bright for the Christmas season.

We check our lights each year and store them carefully before reuse but due to the winter weather, their exposure to the elements for nearly two months means we have to plan for a gradual replacement of the LED strings. It is worth being aware that we also lose several strings each year due to damage caused by people deliberately damaging them. This is a particular challenge near the bus shelter on Hollowgate and on the bridge over the river near Mexicali and Sainsburys which seem prone to vandalism but we believe that the benefits of lighting these areas do outweigh the risks of potential damage. All our lights are compatible with each other offering flexibility and consistency of display and have been sourced through UK Christmas World. They have a low-energy draw and we no longer use battery lights as these waste energy and perform poorly.

Last year the costs of purchasing Christmas trees was far higher than anticipated with each tree nearly trebling in cost. Keen to source them locally and minimise our environmental impact, whilst appreciating how much people enjoy the sight of real trees,

we focused on putting them where they made maximum impact (mainly along Huddersfield Road as they are lower down so more visible) and installed three large trees (top of Victoria Street, by the market hall and outside the Parish Church). The latter was particularly admired and much appreciated by the community so we hope to purchase these large trees again. Most of our trees were provided by Totties Garden Centre so support a local business as we did not want to have trees delivered from a considerable distance away as we are committed to reducing our carbon impact by shopping local wherever possible. We recycle our Christmas trees as they are taken away to be chipped, which we believe is more environmentally friendly than using artificial trees which would also pose a challenge for us in terms of storage and maintenance each year.

As with all years except during COVID, we will be approaching local businesses for financial contributions which will help cover our other costs and enable us to organise entertainment on the afternoon of 26th November. We will work with local entertainers and musicians to offer a varied range of performances through the afternoon and in different places in Holmfirth centre so we can spread the cheer across the town.

We hope that the Parish Council will continue to support Holmfirth Christmas Team in lighting up the town as we believe that the whole town benefits from a brighter festive season. A warm and welcoming environment (which was universally praised on Facebook last year) really does make a difference and helps bring more footfall to the town and encourage residents to celebrate together. Several hundred people normally come down to enjoy the parade so we hope a similar number will come to our event afternoon to enjoy the festivities. Throughout the Christmas season, hundreds of residents, visitors and just those passing through appreciate our lighting display so it is appreciated by a large number of people of all backgrounds. We have approximately 30 volunteers who help with putting lights up and taking them down and we also work with other groups such as Honley Band, Valley Beats (who perform for us) and the Holme Valley Scouts (who help collect our trees at the end).

PROJECT BUDGET		
Item	Total cost	Requested from the Parish Council
Replacement lights	£2000	£1000
Trees	£560	
Insurance	£900	
PAT testing for bus station festoons (& any replacement bulbs)	£560	
Costs for entertainment / event on Sat 26 th Nov	£1000	
Miscellaneous (printing, cable ties, storage boxes, new plugs)	£400	
TOTALS	£4060	£1000

OTHER FUNDING	
Has the group applied elsewhere for other grants to fund this project?	
No	
We will approach all businesses based in Holmfirth (nearly 200) to seek their financial support and also have a collection tin in Kayes Ironmongers.	
BANK ACCOUNT DETAILS	
Account name	██
Sort code	██████
Account number	████████████████████

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name: ██████████

Signature: ██████████

Date: 28/7/2022

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	x
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	x
Last three years audited annual accounts (if available)	x
Constitution or set of rules (if not applicable please state so)	x
Copy of bank statements for past six months	x
Copies of written estimates/quotations for capital purchases?	X (note the quotation given is for lights already purchased to indicate likely costs of purchasing more lights although as with many things this year, costs are rising quickly as each string of lights now costs £34.99, not £29.99 so this will

	increase the costs of any replacements. (https://www.ukchristmasworld.com/collections/all/products/100-led-warm-white-outdoor-extendable-xp-extension-set-1#)
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	N/A
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL

HOLMFIRTH CIVIC HALL, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk



Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

From April 2021 there will be two dates in the Council Year on which grants are considered. Your application needs to be submitted by the last day of August to be considered in September or by the last day of January to be considered in February.

CONTACT DETAILS	
Name of organisation	
	Holme Valley District Scouts
Contact person for this application:	
	[REDACTED]
Position e.g. Chair, Secretary, Treasurer:	
	District Explorer Scout Commissioner (Holme Valley District)
Correspondence address:	
	[REDACTED]
Email address:	
	[REDACTED]
Telephone numbers	
	[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

- Community Assets**
- Community Services**
- Community Events or Projects**

What will your grant pay for? Help towards training costs for 5 Explorer scouts that live within the Holme Valley to attend the world Scout Jamboree in Korea in August 2023

ABOUT YOUR GROUP	
What type of group are you?	<ul style="list-style-type: none"> Registered charity Yes
Charity registration no. (if applicable)	1029847
When did the group start?	Holme Valley District Scouts formed over 100 years ago
Do you have a constitution or a set of governing rules?	<p>Yes (POR) Policy Organisations and Rules. The Scout Association www.scouts.org/por</p> <p>The purpose of Scouting is to contribute to the development of young people in achieving their full physical, intellectual, social and spiritual potential, as individuals, as responsible citizens and members of their local, national and international communities</p>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Holme Valley District looks after the following Groups. Holmfirth, Honley, Netherthong & New Mill
Describe the people you <u>mainly</u> work with:	<ul style="list-style-type: none"> Young people under 25 People with disabilities People of minority ethnic origin
How many people are involved in running your District	Paid staff: N/A
	Volunteers, including Committee members: 10

FINANCES	
Financial year	2021-2022
Income	£5451
Expenditure	£3272
Reserves	£20,164
Please describe your current financial reserves and account for expected expenditure from these.	The reserves are there to help, should a new Scouts Group or Scout section start up in the valley also to fund additional / replacement kayaks etc.
Has the group previously received a grant from the Parish Council?	Yes <i>Training costs towards sending 4 Explorer Scouts to the World Scout Jamboree in Virginia USA in August 2019</i>

YOUR PROJECT			
How much money are you requesting from the Parish Council?		£1000	
Project start date:	October 2020	Project end date:	August 2023
<p>Please describe what you want to do with the money. Use no more than 500 words. Please answer the following questions in your answer:</p> <ul style="list-style-type: none"> • Who will benefit from this project? • How do you know there is a need for this project? • Are you working in partnership with other groups? • How many people are involved in your activities each year? • How will you know that the project is a success? <p>The total cost to each of the young people attending the World Scout Jamboree is £3800. Within this is a training budget of £400 per person. We are hoping that the Parish Council will see that helping to fund this training would be beneficial for the Young People and their Community. There is a large amount of evidence to show that those that attend World Scout Jamboree's go on to continue to volunteer in Scouting and help to shape the next generation of Young People (and in some cases many generations!!). We have volunteers in the Holme Valley that attended World Scout</p>			

Jamboree's back in the 1980's and 1990's who are still volunteering and pushing our Young People to make the most of these international opportunities.

Scouting helps to build confidence, helps young people to appreciate the community in which they live and have an understanding of their place in society. The values and opportunities that Scouting provides our Young People with are Skills for Life and we are proud to be a part of such a strong community.

During Covid many trips and visits were halted or postponed but we are now getting back to normality. Scouting in the Holme Valley continued during Covid (via Zoom) and once we could get back outdoors, we were one of the first activities that were able to re-start. Our numbers in the Holme Valley have grown in the last 12 months and we currently have 347 members (up from 290 the previous year).

We try to work alongside other community groups and are part of many local activities – litter picking with HolmePride, supporting the Holmfirth Round Table Duck Race, Holmfirth Rotary Bonfire at Sands and the Food and Drink Festival etc.

During the course of preparation for the Jamboree, whilst on Jamboree and also when they return, our participants will be completing a Jamboree Personal Journey. This is an on-line questionnaire based system that will hopefully help us to measure the various skills that we are hoping the Young People will learn and improve in over the course of the next 12 months. There are aspects such as confidence, speaking skills, listening ability, mental health challenges, personal understanding and working together. The young people will also be putting together a presentation to document their journey.

We hope that you can see that helping to fund training in these type of skills for our Young People will help to produce the leaders and volunteers of the future.

PROJECT BUDGET		
Item	Total cost	Requested from the Parish Council
Jamboree Fee per person	£1472	
Travel	£1178	
Insurance	£257	
Uniform & Kit	£150	
Contingency & Funding for other countries	£343	
Training	£400	£200 per Scout x 5
TOTALS for each Explorer Scout	£3800	Total Requested £1000

OTHER FUNDING

Has the group applied elsewhere for other grants to fund this project?

No

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

Other sources of funding for this project, e.g. donations, reserves, fundraising. Please list, with amounts. Holme Valley Mountain Bike Challenge 2021 £1000 Table Magic and formal meal £1200. Jubilee Beacon Lighting £300. Jubilee Event Upperthong £300. Sponsored Walk September 2022 aiming for £1000 Christmas Tree Collection Jan 2023 aiming for £1000.

BANK ACCOUNT DETAILS

Account name

Sort code

Account number

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name:

Signature:

Date: 13.07.22

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	x
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	x
Last three years audited annual accounts (if available)	2021/22
Constitution or set of rules (if not applicable please state so)	www.scouts.org/por
Copy of bank statements for past six months	
Copies of written estimates/quotations for capital purchases?	
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL

THE CIVIC, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk



Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

Grants are considered in September and February. For 2022-2023 your application needs to be submitted by the last day of July to be considered in September and the last day of January to be considered in February.

CONTACT DETAILS	
Name of organisation	Honley Youth (part of Honley Village Community Trust CIO)
Contact person for this application:	[REDACTED]
Position e.g. Chair, Secretary, Treasurer:	Trustee for HVCT (Treasurer for Honley Youth sub-committee) & Vice Treasurer for Friends of Honley respectively
Correspondence address:	[REDACTED]
Email address:	[REDACTED]
Telephone numbers:	[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

Community Assets

Community Services

Community Events or Projects

What will your grant pay for?

Our aim is to provide sessions for our young people to help them become the best version of themselves that they can be. We run many of our youth activities from Jagger Lane Rec which is known to be the area where youths get involved with the drug culture and the Rec is on the doorstep of Roundway estate, where a large proportion of families live under the poverty line. Being based at or near to the Rec is encouraging these youths to join in with positive outcomes without needing a large financial input to join in.

The program below caters for the different preferences, needs and skills development of our young people, comprising 3 elements.

Cooking Skills workshop, with the potential of a “come dine with me” or other event that celebrates skills attainment, whilst also giving youths skills for life on healthy food and its preparation.

Graffiti Skills project, building on the success of this program in 2021 that culminated in being asked to produce wonderful artwork to the rear of Holmfirth Cricket Club, our young people have asked to continue and expand this into 2023. Our plan is to produce art work, which can be potentially displayed in our village. Working in partnership with Honley’s Southgate Theatre and Honley Business Association.

Musical skills project, to allow our young people to trial rhythmical musical sessions specifically, with a potential goal of a local performance to celebrate their attainment/raise funds.

All the above projects need youths to work together collaboratively to produce an end result that they can be proud of. Two of these projects the community at large will see as a positive outcome from our youths.

ABOUT YOUR GROUP	
What type of group are you?	Registered charity
Charity registration no. (if applicable)	1195759
When did the group start?	Honley Village Trust for 27 years. Honley Youth was established in 2020
Do you have a constitution or a set of governing rules?	Yes <i>If yes, please provide copy with this application If no, please explain your management structure on a separate sheet.</i>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Honley and its surrounding areas
Describe the people you <u>mainly</u> work with:	<ul style="list-style-type: none"> • Children under 16 • Young people under 25 • Older people over 60 • People with disabilities • People of minority ethnic origin • Other groups (please state): <p>Honley Youth is primarily targeted at young people 11-17 yrs</p>
How many people are involved in	Paid staff: One

running your group?

Volunteers, including Committee members:
100+ in HVCT/FoH with 10 volunteers aligned specifically to Honley Youth

FINANCES

Financial year	Following is for Honley Youth/FoH (see accounts for detail): Year End Dec 2021
Income	£56,045
Expenditure	£31,915
Reserves	£30,520 **
Please describe your current financial reserves and account for expected expenditure from these.	** HVCT reserves are ring fenced in a separate account as a contingency for emergency property, and/or dam repairs or necessary associated capital investment
Has the group previously received a grant from the Parish Council?	Yes <i>If 'Yes' please give the date and brief details of any grants received in the last five years.</i> 2021: Village Hall Roof. £5,000 towards repairing Honley Village Hall roof. b) 2020: Honley Youth Project. £4,000 towards supporting Youth project in Honley. c) 2019: Honley Remembers WW1 Peace Centenary Project: £1000 grant towards purchase of Information Board, plus Purchase by HVPC of Commemorative seat bench for Honley Park d) 2017: £1000 grant towards Village Hall refurbishments.

YOUR PROJECT

How much money are you requesting from the Parish Council?	£4,775		
Project start date:	Sept 2022	Project end date:	Oct 2023

PROJECT BUDGET

Item	Total cost	Requested from the Parish Council
Graffiti/art work workshops	£1,750	£1,330

Cooking skills workshops	£1,578	£1,218
Musical rhythm sessions & performance	£2,750	£2,227
TOTALS	£6,078	£4,775

OTHER FUNDING

Has the group applied elsewhere for other grants to fund this project?

Not for this specific project

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

Graffiti – Donation of paint/brushes/refreshments. Total Approx: £420
 Cooking skills workshop – Donation of drinks and food from retailers. Total Approx: £360
 Musical rhythm sessions – Donation from Honley Youth's stands at Honley Show & markets. Total Approx: £523

BANK ACCOUNT DETAILS

Account name

[REDACTED]

Sort code

[REDACTED]

Account number

[REDACTED]

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.

- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name: [REDACTED]

Signature: [REDACTED]

Date: 29 July 2022

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	yes
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	yes
Last three years audited annual accounts (if available)	yes
Constitution or set of rules (if not applicable please state so)	yes
Copy of bank statements for past six months	yes
Copies of written estimates/quotations for capital purchases?	
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	Forward plan to follow
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	

Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL



THE CIVIC, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk

Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

Grants are considered in September and February. For 2022-2023 your application needs to be submitted by the last day of July to be considered in September and the last day of January to be considered in February.

CONTACT DETAILS	
Name of organisation	Holmfirth Arts Festival
Contact person for this application:	[REDACTED]
Position e.g. Chair, Secretary, Treasurer:	Chair
Correspondence address:	[REDACTED]
Email address:	rogerlancaster4551@gmail.com
Telephone numbers:	[REDACTED] [REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

- Community Assets
- Community Services
- Community Events or Projects

What will your grant pay for?

Holmfirth Art and Music are seeking **£2,000 in total - £1,000 towards the production costs of the outdoor activities** at the 2023 Festival **and £1,000 towards the costs of working with young people as music makers and music/event technicians.**

Down to Earth, the theme of the 2023 Holmfirth Arts Festival, forms the 2nd year of our two year developmental artistic programme for the Festival which explores ecological and climate change issues, whilst looking for new ways to deliver the annual arts festival. In 2022, we extended the range and length of the programme beyond its traditional long weekend format by programming concerts in venues across the Holme Valley between April and October. Building on, and learning from, this new format, the 2023 festival will begin with an entertaining walk in May followed by a weekend of free activities in June, extending the concert and walks programme again across the Holme Valley and into October 2023.

The Programme includes:

* Down to Earth Festival weekend between 16th and 19th June to include:

- Zero Carbon Art in the Landscape Trail at Earthworks New Mill Community Garden Thursday 15th – Sunday 25th June including our Festival launch event in the Garden on Thursday 15th.
- A panel discussion on climate change on Friday 16th June
- The Steve Sykes Commission for new music in the landscape (local emerging artist)
- timing tbc according to commission
- **Protect our Planet Parade in Holmfirth Town Centre on Saturday 17th June in partnership with The Children's Art School and Handmade Parade ** This application**
- **Street Theatre in Holmside Gardens Sunday 18th June ** This application**

Plus

* 5 indoor concerts in rural venues across the Holme Valley between end June and early October

* 3 performative, musical walks created and hosted by our Festival Supporters between May and September

* Accessibility and inclusion developments throughout

* **Training for young music makers and music technicians in partnership with Holmfirth based Josh Haslam of the Jam Factory ** This application**

The **parade** project will BENEFIT at least 15 local schools/community groups with around 250 children and their families participating in parade making and parading on the day. Parade participants will include Ability Options and further community groups with whom we worked for the first time last year. Audiences of 1000+ are expected in the streets.

The **Street Theatre** programme provides free to access live performance for people of all

ages cultures and abilities whilst putting Holmfirth and Holme Valley on the national and regional map with its high-quality extraordinary street theatre productions. Last year's production of CastAway by Highly Sprung achieved coverage in the Times and The Daily Mail national newspapers. This year, in addition to the Steve Sykes commission, we also want to co-commission three new outdoor works – a) Gaia Saves the World – a visual street theatre show about climate change using puppetry, b) Daedalus and Icarus an aerial theatre show about the limits of our planet's ecological systems and c) a fun aerial performance nodding to the 50 year anniversary of the airing of the first episode of Last of the Summer Wine. In addition to professional performances and commissions, the street theatre programme builds on this year's success with the Music Garden Party to provide a platform for local and emerging talent. The street theatre programme is estimated to BENEFIT around 30 artists and reach around 2000 audience

The training programme for young music makers and music technicians picks up and develops our success this year with working with Dan Price of Soul Choir to promote singing in local schools and with local music leader and technician – Josh Haslam – whom we engaged to provide technical support for the indoor concerts across the Holme Valley and to make music with Ability Options a group of Holme Valley based disabled young people. This year we will build our work with Dan and Josh, with Josh recruiting mentoring and training young music technicians so that they can support concerts and events delivered by Holmfirth Arts Festivals and other Holme Valley Festivals in the future.

The NEED for healthy, outdoor, fun and inspirational family activity is still great post pandemic and lockdown. The parade and street theatre programmes provide opportunities for local people to come together, learn about their area and about caring for the environment, celebrate the Holme Valley and present the valley in its best possible light to the wider region. The training programme builds the confidence, creativity and employability of local young people.

Holmfirth Arts Festival, with its mission of promoting creativity in the landscape and values of caring for the community and the environment, is continuously trying to reduce its carbon use and promotes a sustainable environment by:

- avoiding single use plastics in our bar facilities by reusing and washing beer mugs and glasses
- minimising print by printing programme brochures only using recycled paper and making greater use of social media, digital minutes and digital ticketing
- we do not have our own premises
- our Festival Director drives a hybrid car

We will engage an independent evaluator to gain feedback from audiences, volunteers, artists and staff who will record numbers of participants, artists, audience, their postcode and demographic information whilst asking key questions such as whether the Festival:

- Helps people to express themselves creatively.
- Makes them feel proud of the Holme Valley
- Raises awareness of the climate emergency
- helps to build Creative and Cultural Communities in the Holme Valley.

ABOUT YOUR GROUP	
What type of group are you?	<ul style="list-style-type: none"> • Unregistered community group • Registered charity • Other (please state) Company Limited by Guarantee
Charity registration no. (if applicable)	1141623
When did the group start?	Holmfirth Art and Music formed in 2007 and incorporated in March 2010
Do you have a constitution or a set of governing rules?	<p><i>If yes, please provide copy with this application</i></p> <p><i>If no, please explain your management structure on a separate sheet.</i></p> <p>Copy attached</p>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Holme Valley
Describe the people you <u>mainly</u> work with:	We work with people of all ages, cultures and abilities across the Holme Valley. We work hard to be inclusive to people regardless of disability or socio-economic disadvantage
How many people are involved in running your group?	Board of Trustees 7 who are also Supporters Festival Supporters 29 who are not Board Members Numerous freelance workers making up 1 x FTE member of staff

FINANCES	
Financial year	Ending Sept 2021
Income	68,279
Expenditure	70,384
Reserves	£15,409
Please describe your current financial reserves and account for expected	£15,409 is the unrestricted reserves as at 30 September 2021. We are currently

expenditure from these.	finalising the 2022 Festival and anticipate unrestricted reserves of £8,832 by the end of the 2022 financial year which we intend to apply to kick starting the 2023 Festival.
Has the group previously received a grant from the Parish Council?	<p>Yes / No</p> <p>If 'Yes' please give the date and brief details of any grants received in the last five years</p> <p>2019 - £500 2020 - £1000 2021 - £1000 2022 - £1000 towards parade adjusted to Music Garden Party and £1000 towards Cross Festival Training</p>

YOUR PROJECT			
How much money are you requesting from the Parish Council?		£1,000 towards the production costs of the outdoor activities at the 2023 Festival and £1,000 towards the costs of working with young people as music makers and music/event technicians	
Project start date:	3 April 2023	Project end date:	30 October 2023

PROJECT BUDGET		
Item	Total cost	Requested from the Parish Council
Outdoor events production costs: Road closure £2457, First Aid £486, Security £519, Site Safety Manager £630, PA and sound production £750	£4,842	£1.000
Training for Music Makers and Music/Event Technicians Jam Factory supporting trainee technicians before and during 5 Holme Valley Events at £200 per session/event	£1,000	£500
Training for Music Makers and Music/Event Technicians Jam factory providing 10 music making sessions with young people aged 13+ with and without disabilities. 10 sessions at £60/session	£600	£500

Training for Music Makers and Music/Event Technicians Dan Price providing singing workshops in 5 schools at £60/session = £300	£300	£0
TOTALS	£6,442.00	£2,000.00

OTHER FUNDING

Has the group applied elsewhere for other grants to fund this project?

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

Ward Councillors £2,500 towards production costs. Application due end August, decision end October

Co-op Community Fund - £7000 towards participatory projects of which £2,242 can be applied to this project - outcome due end August

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

Arts Council England £30,000 towards Festival programme and freelance staff costs. Application to be made by end September decision by end December 2022.

Earned income from bar and ticketed events – estimated income £1000 after costs

Bright Green Community Fund £7,000 towards Zero Carbon Art in the Landscape Trail applied 01/08/2022 - outcome by end November 2022

We are also in discussion with Longley Farm about providing specific funding support for the parade.

BANK ACCOUNT DETAILS

Account name

████████████████████

Sort code

██████

Account number

████████

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above

organisation.

- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name: Roger Lancaster

Signature:

Date: 08 August 2022

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	✓
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	✓
Last three years audited annual accounts (if available)	✓
Constitution or set of rules (if not applicable please state so)	✓
Copy of bank statements for past six months	
Copies of written estimates/quotations for capital purchases?	N/A
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	N/A
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	

<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL



HOLMFIRTH CIVIC HALL, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk

Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

From April 2021 there will be two dates in the Council Year on which grants are considered. Your application needs to be submitted by the last day of August to be considered in September or by the last day of January to be considered in February.

CONTACT DETAILS	
Name of organisation	Holmbridge Cricket Club
Contact person for this application:	[REDACTED]
Position e.g. Chair, Secretary, Treasurer:	Chairman
Correspondence address:	[REDACTED]
Email address:	[REDACTED]
Telephone numbers:	[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

Community Assets

Community Services

Community Events or Projects

What will your grant pay for? Training and coaching equipment for junior cricketers

aged 6-18, all of whom live in the Holmbridge area.

ABOUT YOUR GROUP

<p>What type of group are you?</p>	<ul style="list-style-type: none"> • Unregistered community group • Registered charity • Other (please state): <p>CASC Sports Club</p>
<p>Charity registration no. (if applicable)</p>	
<p>When did the group start?</p>	<p>Holmbridge CC was established in 1868</p>
<p>Do you have a constitution or a set of governing rules?</p>	<p>Yes / No <i>If yes, please provide copy with this application</i> <i>If no, please explain your management structure on a separate sheet.</i></p>
<p>What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i></p>	<p>The club attracts members from the Holme Valley, predominantly Holmbridge, Holme, Hinchliffe Mill, Burnlee and Upperthong.</p>
<p>Describe the people you <u>mainly</u> work with:</p>	<ul style="list-style-type: none"> • <u>Children under 16</u> • Young people under 25 • Older people over 60 • People with disabilities • People of minority ethnic origin • Other groups (please state):
<p>How many people are involved in running your group?</p>	<p>Paid staff:0</p>
	<p>Volunteers, including Committee members: 15</p>

FINANCES	
Financial year	Financial year Nov 2020 - Nov 2021
Income	£18,727.00
Expenditure	£17,693.00
Reserves	£1,034.00
Please describe your current financial reserves and account for expected expenditure from these.	Current reserves £3,107.39 To pay: Groundsman circa £1,200 Insurance £1,100 AMPL (beer supplier) bills to pay
Has the group previously received a grant from the Parish Council?	<u>Yes</u> / No <i>If 'Yes' please give the date and brief details of any grants received in the last five years.</i> In June 2020 you awarded us £5000.00 to enable us to complete phase 3 of our accessibility project. Enabling us to complete the accessible path from mid-way around the ground to the gate entrance (roadside).

YOUR PROJECT			
How much money are you requesting from the Parish Council?		£1,385	
Project start date:	1st March 2022	Project end date:	28th Feb 2025
<p>Please describe what you want to do with the money. Use no more than 500 words. Please answer the following questions in your answer:</p> <ul style="list-style-type: none"> • Who will benefit from this project? • How do you know there is a need for this project? • Are you working in partnership with other groups? • How many people are involved in your activities each year? • How will you know that the project is a success? <p>To introduce our club, Holmbridge CC must rank amongst the smallest grounds within the ECB cricketing family. Although we're small, the size of our ground and limitations of our location however do not reduce the energy or passion that we have for our club.</p>			

What we lack in square metreage, we more than make up for elsewhere.

We are proud to be able to sit at the heart of a tightly knit and friendly community. The majority of our members live within walking distance of our ground, with many being able to see the pitch through their windows. As a community hub, our junior section is an essential part of our activity and operations. Over the past five seasons, the club has invested significantly in its junior section and in 2021, after a year of lockdown and restrictions, we have welcomed more young people into the club than in any year previously. Our juniors are of mixed age, ability and gender, and approximately 35% of our young cricketers are girls. We have invested in the quality of experience that our youngsters receive, with two of our coaches passing the Foundation Level 1 qualification and another achieving the Level 2 Coaching Young People and Adults qualification.

We are equally proud to have been awarded the highly prestigious ECB and Sport England Clubmark Accreditation.

The junior section of the club is not operated in a 'win at all costs' way. We focus on four key values for the young people who join our club. They are "Perseverance", "Teamship", "Fairness" and developing "A Love of the Game". These values underpin all junior cricket activity and have seen us grow the number of junior members from 30 to 50 in the past two seasons. We have done this as other local cricket clubs are seeing a decline in the number of children participating in our sport. We have recently integrated into the junior setup the children of a Ukrainian family who have come to the UK to shelter from the on-going conflict.

To support our young cricketers we are seeking support with two projects. The first is the acquisition of new coaching equipment that will provide an improved training environment and experience for our young people. The second project would help with the provision of an improved experience for girl and women cricketers who play cricket for, or visit our club. We have transitioned our unused umpires room into a dedicated girls changing area. We have created a safe area where girls and women can change in privacy. We would like to finish this space by fitting a shower into the room. We have completed most of the work and would like funding for the installation of the shower plumbing and mixers.

The equipment will benefit our junior cricketers, aged 6-18 years and all woman and girl cricketers.

We will measure success in terms of the growth and maintenance of the number of young people participating in cricket at Holmbridge.

PROJECT BUDGET		
Item	Total cost	Requested from the Parish Council
Box of 60 'All Rounder' Training balls	£150	£120

1x set mixed plastic bats & balls (blue)	£100	£80
1x set mixed plastic bats & balls (pink)	£100	£80
2x Home Ground Back Nets	£200	£150
2x Reflex Deflector Catching ramps	£250	£200
2x Skyer catching bats	£200	£180
Shower installation	£575	£575
TOTALS	£1,575	£1,385

OTHER FUNDING

Has the group applied elsewhere for other grants to fund this project?

Yes / **No**

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

We will provide £290 of club funding towards the coaching equipment.

BANK ACCOUNT DETAILS

Account name	██
Sort code	████████
Account number	████████████████████

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name: [REDACTED]

Signature: [REDACTED]

Date:

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	
Last three years audited annual accounts (if available)	
Constitution or set of rules (if not applicable please state so)	
Copy of bank statements for past six months	
Copies of written estimates/quotations for capital purchases?	
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL

THE CIVIC, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk



Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

Grants are considered in September and February. For 2022-2023 your application needs to be submitted by the last day of July to be considered in September and the last day of January to be considered in February.

CONTACT DETAILS
Name of organisation
Enabling Youth and Motocross CIC (supported by Kirklees Youth Alliance CIO)
Contact person for this application:
[REDACTED]
Position e.g. Chair, Secretary, Treasurer:
Company Director
Correspondence address:
[REDACTED]
Email address:
[REDACTED]
Telephone numbers
[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply, and our clerk will consider which Committee the application should be considered by.

Community Assets

Community Services

Community Events or Projects

What will your grant pay for? The continuation of open-access Junior and Senior youth clubs at the Phoenix Centre, Dunford Road, Holmfirth (term-time on Tuesday & Thursday evenings).

ABOUT YOUR GROUP	
What type of group are you?	We are a not-for-profit Community Interest Company (CIC) with 3 Directors.
Charity registration no. (if applicable)	Company Number: 10220918
When did the group start?	8th June 2016
Do you have a constitution or a set of governing rules?	<i>If yes, please provide copy with this application</i> Yes
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Our organisation is based in Meltham and our Huddersfield operations are focused in the Holme Valley. We also deliver Youth Work in the Wakefield District.
Describe the people you <u>mainly</u> work with:	Young people aged 8 – 18 years old.
How many people are involved in running your group?	Paid staff: 10 covering Holme Valley & Wakefield Volunteers: 6 covering Holme Valley & Wakefield

FINANCES	
Financial year	2020 -21
Income	£29910
Expenditure	£26926
Reserves	£2984
Please describe your current financial reserves and account for expected expenditure from these.	We have a Reserves Policy to operate with 3 months reserves.
Has the group previously received a grant from the Parish Council?	We were transferred the last grant payment of £5k which was paid to KYA on 31 March 2022 as we took over the running of the junior and senior youth clubs at the Phoenix Centre.

YOUR PROJECT

How much money are you requesting from the Parish Council?		£4,959	
Project start date:	The youth clubs started in September 2021	Project end date:	ongoing

We want to continue running the two popular youth clubs started by KYA in September 2021, taken over by ourselves on Monday 6 June after the half term break.

There are currently 62 juniors registered at the youth club and 18 seniors.

We continued to employ the existing two self-employed Youth Workers that KYA had used as they had built positive relationships with the young people. We have added the supervision element that KYA was unable to provide due to their stretched resources.

Over the last year, the youth clubs have gone from strength to strength and provide a safe place for any local young person aged 8-11 or 12-17 to go either with existing friends or on their own. Young people have gained confidence, tried and learnt new things, discussed social issues, made new friends and had fun.


We also have a partnership in place with Huddersfield Town Foundation whereby they provide a sports coach (at no extra cost to us) to run sports activities in the sports hall.

Our joint key outcomes are around:

- Better mental and emotional health and increased resilience in children and young people (CHYP)
- Increased physical activity of CHYP
- CHYP trying new activities
- CHYP learning new things (including life skills)
- CHYP making new friends (reduced loneliness and isolation)
- CHYP influencing decision making and learning to become active citizens.

We have introduced a small charge of £1 so that some expenses are paid (e.g. new art supplies, baking ingredients) however we make it clear to parents and young people that we can waive this fee if they are struggling financially.

We have robust anti-bullying policies and procedures and welcome young people from all backgrounds as well as those with disabilities.

 who supervises the youth clubs for Enabling Youth is linked into the wider Holme Valley Youth Offer partnership work facilitated by KYA. We are committed to integrated provision for young people across the Holme Valley.

PROJECT BUDGET		
Item	Total cost (per week for a junior and senior session)	Requested from the Parish Council
Room hire (Phoenix Centre social space and sports Hall): 2 hours X 2 evenings per week	£112.00	£112.00
Staffing costs (we only employ qualified Youth Workers): 2 Youth Workers @£17.50 per hour each X 2 evenings per week plus planning time & paperwork (completing any incident or safeguarding forms, maintaining social media, completing monitoring returns, attending supervision) i.e. 14.5 hours in total	£253.75	£253.75
Volunteer expenses	£0	£0
Materials/Refreshments (hot drinks, activity resources etc.)	£20	0
Finance / Insurance (Invoice processing / HR / Liability insurance)	£17.50	£17.50
Management & supervision costs @ 10%	£30	£30
TOTALS	£433.25 per week so the maximum grant of £5k will fund provision for 12 weeks	£413.25 per week x 12 weeks = £4,959

OTHER FUNDING

Has the group applied elsewhere for other grants to fund this project?

Yes

If yes, please give details below. Include date of application, amount requested and the outcome (if known).

On the 10.6.22 we submitted an application to the Mayors Safer Communities Fund for £5967 which would fund 14 weeks of provision, we are waiting to hear the outcome of the application.

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

As mentioned above, we have started charging a small entrance fee which is used for sundries and also which can be saved and used by young people eventually for youth club trips and special events e.g. Christmas party

BANK ACCOUNT DETAILS

Account name

Sort code

Account number

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name:

Signature: [Redacted]

Date: 26.8.22

Name of Organisation	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	x
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	x
Last three years audited annual accounts (if available)	x
Constitution or set of rules (if not applicable please state so)	x
Copy of bank statements for past six months	
Copies of written estimates/quotations for capital purchases?	
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year ?	x
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	x
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	Yes/No*
Meeting Date/Minute No.	
Grant approved . Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

HOLME VALLEY PARISH COUNCIL

HOLMFIRTH CIVIC HALL, HUDDERSFIELD ROAD, HOLMFIRTH, HD9 3AS
Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk



M

Please complete this form as clearly as possible and return it to the clerk by email or by post to the above address.

From April 2021 there will be two dates in the Council Year on which grants are considered. Your application needs to be submitted by the last day of August to be considered in September or by the last day of January to be considered in February.

CONTACT DETAILS	
Name of organisation	Café 100
Contact person for this application:	[REDACTED]
Position e.g. Chair, Secretary, Treasurer:	Trustee/Secretary
Correspondence address:	[REDACTED]
Email address:	[REDACTED]
Telephone numbers:	[REDACTED]

TYPE OF COMMUNITY GRANT APPLIED FOR

If you are unsure, please tick any that might apply and our clerk will consider which Committee the application should be considered by.

Community Assets

X

What will your grant pay for? Plans for refurbishment of the Café 100 Youth Club

ABOUT YOUR GROUP	
What type of group are you?	Registered charity v
Charity registration no. (if applicable)	Registered charity no. 1086161
When did the group start?	2001`
Do you have a constitution or a set of governing rules?	Yes <i>If yes, please provide copy with this application</i>
What area does your group cover? <i>The Council can only fund grants to groups which directly benefit residents of the Holme Valley</i>	Holmfirth and surrounding areas
Describe the people you <u>mainly</u> work with:	Children/young people between the ages of 11 and 17
How many people are involved in running your group?	Paid staff: 1
	Volunteers, including trustees x 10

FINANCES	
Financial year	January 2022 to December 2022
Income	Grant funding £15949.40
Expenditure	We expect this year's expenditure to be £20,241.80
Reserves	£1,540 + £1,500 reserved for a contribution towards plans for refurbishment
Please describe your current financial reserves and account for expected expenditure from these.	Funding bid to Thornton Family Fund included £1,540 for computer equipment which has not yet been purchased; £1500 reserved for the plans
Has the group previously received a grant from the Parish Council?	Yes <i>If 'Yes' please give the date and brief details of any grants received in the last five years.</i> <i>Hand wash sink and repairs 2020</i>

YOUR PROJECT

How much money are you requesting from the Parish Council?		£4,292,00	
Project start date:	End September 2022	Project end date:	End March 2023 for plans to be drawn up and agreed

Please describe what you want to do with the money. Use no more than 500 words. Please answer the following questions in your answer:

- Who will benefit from this project? Young people in the Holme Valley area, their families and local residents.
- How do you know there is a need for this project? Café 100 has been running as a drop in youth club for over 20 years, supporting some of the most vulnerable young people in the Holme Valley. Café 100 is open to any young person in the area. However we tend to attract young people with more complex needs. More recently the young people who attend have asked our youth leader to provide more structured activities. Cooking, learning how to navigate public transport, and visits to Eden's Forest to experience outdoor activities and the Hive have proved very popular. Our attendees continue to increase post Covid and we have recently welcomed young people from a local children's home and refugees new to the area.
- When we reopened after lockdown we noticed some damp in the ceiling of the room we use. The space used by Café 100 in the church was originally converted for our use in 2020 and very little has been done since and furniture, décor and the kitchen area are now in quite a poor state. The damp needs to be fixed as a priority, ideally before winter and if this doesn't happen we will need to rent space to continue our work elsewhere. In addition other costs are continuing to rise. We are supporting the church with the work required to obtain funding to refurbish the space we utilise in the hope we can continue longer term to operate in a rent free environment. However in spite of our best efforts to profile our anticipated expenditure at the start of the year we now anticipate a gap in income compared to expenditure of £4292.40 as a minimum. We would therefore like to apply for support to meet that gap to ensure our staff and running costs can be met.
- Are you working in partnership with other groups? We have worked with Eden's Forest, Hive, Holmepride, Holy Trinity Church, Huddersfield University, Fair and Funky, Mindfulness coaches and music producers to give our young people different experiences.
- How many people are involved in your activities each year? Pre-Covid, typically around 100 young people over the year. Post Covid we are re-building our attendance levels and they are now better than at any time previously with up to 20 attending each session.
- How will you know that the project is a success? Feedback from the young people, KYA, other organisations and local residents.

PROJECTED BUDGET		
Item	Total cost	Requested from the Parish Council

Contribution to running costs specifically insurance estimated £450 due October and contribution to cleaning costs for next £550	1176.80	1000
Contribution to staff wages	9165	3292
TOTALS	20241.80	4292

OTHER FUNDING



Has the group applied elsewhere for other grants to fund this project?

Yes, we have applied for and received funding from MYA £3000, YAPP £3000 and lottery £9851 plus a small donation of £98.40 in this accounting year. (Jan to Dec) to support a specific project and our general running costs.

Other sources of funding for this project, e.g. donations, reserves, fund raising. Please list, with amounts.

See above

BANK ACCOUNT DETAILS

Account name	Café 100
Sort code	
Account number	

Declaration

This declaration must be signed by an authorised person, eg Committee Member, Office Holder or Trustee.

- I am authorised to make the application on behalf of the above organisation.
- I have read and noted the Council's criteria relating to this application and agree to abide by the conditions listed if a grant is awarded.
- I certify that the information contained in this application is correct.
- If the information in the application changes, I will inform the Council.
- I give permission for the Council to record the details of my group electronically and to contact us by phone, mail or email regarding this application.
- If the application is successful, I give permission for the Council to publicise the project in the local media and on its website.
- I agree to provide a report, including photographs, to the Council, indicating how the grant awarded has been spent, within two months of completion.

Name: Jane Armitage

Signature: 

Date 02.09.2022

Name of Organisation Café 100	
CHECKLIST	
Please enclose the following with your application	
	Please Tick
Signed application form, with every question answered	√
Have you addressed sustainability issues? See the criteria on the council website (section 1.8).	n/a
Last three years audited annual accounts (if available)	See Charity Commission website and submitted
Constitution or set of rules (if not applicable please state so)	√
Copy of bank statements for past six months	√
Copies of written estimates/quotations for capital purchases?	√
For projects or items over £5000 have you completed a Business Plan or for grants over £2.000 have you provided a forward plan of activities for the next year?	n/a
If possible, please email a copy of the grant application to the Clerk (clerk@holmevalleyparishcouncil.gov.uk). With the Application in WORD not PDF.	√
and send completed application form (with all supporting documentation) to: Holme Valley Parish Council, Holmfirth Civic Hall, Huddersfield Road Holmfirth, HD9 3AS	
If you have any queries, please contact the Clerk - Tel: 01484 687460 Email: clerk@holmevalleyparishcouncil.gov.uk	
<i>You are advised to keep a copy of this application for your own records.</i>	
For internal admin use only:	
Date application received:	
Application meets criteria:	
Meeting Date/Minute No.	
Grant approved. Yes/No	
Legislation under which grant is made.	
Date applicant notified of outcome:	

Dated

5 September 2022

REPORT ON TITLE

Honley Library, West Avenue, Honley HD9 6HF

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1. INTERPRETATION

The following terms are used in this report:

Benefits: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest that benefits the Property (except for those reserved in any Letting Documents).

Incumbrances: any right, easement, restriction, stipulation, restrictive covenant, mining or mineral right, franchise or other interest to which the Property is subject (except for those reserved in any Letting Documents).

Letting Documents: the lease(s)/agreements to which the Property will be subject.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Property: The property described in paragraph 5 of this report.

Seller: The Council of the Borough of Kirklees

VAT: value added tax chargeable under the Value Added Tax Act 1994.

2. SCOPE OF THE REVIEW AND LIMITATION OF LIABILITY

- 2.1 This report has been prepared for the sole benefit of you, Holme Valley Parish Council, in connection with your proposed purchase of the Property from the Seller and for no other purpose.
- 2.2 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- 2.3 The report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries given by the Seller.
- 2.4 Where the provisions of the Letting Documents are summarised, the wording of the provisions has been shortened. Provisions that are likely to be less important when assessing their effect on the value of the Property have been omitted. This report should not be used as a substitute for reading the actual Letting Documents.
- 2.5 We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects.
- 2.6 We have made no enquiries of the actual occupiers of the Property and have not taken any steps to verify independently the information supplied by the Seller in replies to enquiries.

2.7 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.

3. POINTS TO BE AGREED AT THE COMMITTEE MEETING

This is a summary of the outstanding points that must be dealt with and agreed at the committee meeting:

3.1 Please review and approve the terms of the Letting Documents.

3.2 Please approve the attached indemnity policy to protect against the risk of cancel repair liability (see paragraph 8.6 below).

3.3 We still await from FOHL, the schedule of condition which is to be annexed to the back of the lease and which shows the current state of repair and condition of the property. FOHL's repairing liability under the lease will be limited so that they will not be required to put the property into any better state of repair or condition than it is in when the lease is entered into. We will require this to issue final documents for sign off at the full committee meeting.

4. PURCHASE

4.1 The Property is being transferred to you for nil consideration.

5. THE PROPERTY

5.1 The Property is the freehold land and buildings known as Honley Library, West Avenue, Honley HD9 6HF

5.2 If your title to the Property is freehold, it means that you own the Property outright, in perpetuity.

5.3 A plan showing the Property edged in red is attached as Appendix One. Please check the plan carefully to ensure that it accurately reflects the extent of the land that you believe you are buying. The plan may not show the exact location of the boundaries of the Property. You should inspect the Property and let us know if there are any discrepancies between the plan and the site inspection.

5.4 The Property is registered at the Land Registry under title number WYK811988. The class of title is absolute freehold title. Absolute title is the best class of title available. You are only purchasing part of the Seller's registered title and the Property will be awarded a new title number post-completion.

5.5 The registered owner of the Property is the Seller.

5.6 The terms of the Letting Documents are set out in Schedule One to this report.

6. MATTERS BENEFITING THE PROPERTY

None.

7. MATTERS BURDENING THE PROPERTY

The Property is subject to the following Incumbrances:

- 7.1 By, virtue of the Transfer from Kirklees, the Property will be subject to the following restrictive covenants:
- 7.1.1 The Property must not be used other than for community use/community purposes, except that 30% of the gross internal area of the Property may be used for any use of the Parish Council's choosing, subject to obtaining the appropriate planning consents.
 - 7.1.2 Nothing must be done on the Property which may become a nuisance or danger to the neighbouring property.
 - 7.1.3 No part of the Property must be disposed of without the person to which it is disposed having entered into a deed of covenant with Kirklees to comply with the terms of the Transfer, Hire Agreement and Hosting Agreement. A restriction will be entered against the registered title to the Property which will restrict the registration of any dealings of the Property unless a consent certificate is provided by Kirklees.

8. SEARCH RESULTS

8.1 Local land charges search

A search of the local land charges register shows matters such as compulsory purchase orders, tree preservation orders, planning enforcement notices and financial charges registered against a property. You should note that the search result provides a snapshot of the register on the date of the search. Local land charges registered after the date of the search will still bind a property.

The local land charges search was provided by Kirklees Council on 22 December 2021. The result of the search revealed that the following local land charges are registered against the Property:

- 8.1.1 the Property is subject to a Smoke Control Order which means that only smokeless fuels may be used at the Property;
- 8.1.2 the Property is listed as an Asset of Community Value. The listing was due to expire in January 2022 and the Property is no longer listed on the Council's website as being as Asset of Community Value.

8.2 Local authority search (including any optional and additional enquiries)

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices and whether any part of the property is registered as common land or as a town or village green. A local authority search only reveals matters that affect the property being searched against. It will not disclose matters that

affect neighbouring properties. If you require information about neighbouring properties, you should let us know so that further enquiries can be made.

The local authority search was provided by Kirklees Council on 22 December 2021. The result of the search did not show any entries that adversely affect the Property and revealed the following information:

West Avenue and Thirstin Road are highways maintainable at public expense. However, please let us know if you are aware of anything that may indicate that the Property does not abut the highway, for example, a strip of concrete or a grass verge between the Property and the road surface. Please also let us know if you are aware that access to the Property is gained other than from the highway or if you plan to move the access to the Property from its current position.

No part of the Property is registered as common land or as a town or village green. The possibility of land being common land or a town or village green is significant, as the land may be subject to third party rights and the owner's ability to use or develop the land may be restricted. Even if land is not registered as common land or a town or village green at the date of the search, it is possible for common land or new town or village greens to be registered in some circumstances. You should let us know if you are aware of anyone other than the Seller and the tenants under the Letting Documents using the Property for any purpose. The search did reveal that Kirklees Council made a statement in 2012. We await a copy of the statement from the Seller.

8.3 Drainage and water enquiries

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

Replies to the drainage and water enquiries were provided by Yorkshire Water on 15 December 2021. The replies revealed the following information:

The Property is connected to the mains water supply.

Foul and surface water from the Property drain to a public sewer via a length of private sewer or drain. This means that you may be liable for the cost of maintaining and repairing the private sewer or drain. If use of that sewer or drain is shared with another property then responsibility for its maintenance may have transferred to the local drainage and water authority.

There is a public sewer running through the south-west boundary line of the Property. Yorkshire Water may require access onto the Property in order to carry out works to the sewer.

8.4 Environmental search

If a local authority determines that land is contaminated, and the party who caused or knowingly permitted the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The environmental data search was provided by Groundsure on 15 December 2021. The result of the search showed that the Property is unlikely to be classed as contaminated and revealed that the Property is at moderate-high risk of surface water flooding. You should check the surface water drainage arrangements at the Property and also make enquiries with your proposed insurer to ensure that satisfactory insurance will be available.

8.5 Coal mining search

A coal mining search provides details of past, present and future coal mining activity at a property. The search also indicates if there are mine shafts on the property and whether any mining activities may cause subsidence.

The coal mining search was provided by The Coal Authority on 15 December 2021. The result of the search revealed that reserves of coal exist in the area but that the Property is not likely to be affected from any planned future underground coal mining,

8.6 Chancel repair search

A chancel repair search shows whether the owner of a property may be liable to contribute towards the cost of repairs to the chancel of a parish church. We would advise you not to contact any parish churches directly in relation to chancel repair liability, as this may limit the availability of indemnity insurance.

The chancel repair search was provided by ChancelCheck on 15 December 2021. The result of the search showed that the Property is within the historical boundary of a parish which continues to have a potential chancel repair liability.

Indemnity insurance is available from Countrywide Legal Indemnities to protect against this risk. A draft policy is attached. The policy will benefit you and successors in title (including tenants) for a period in perpetuity. The cost of the policy is £174.

8.7 Land Registry official search

A Land Registry official search shows whether the register for a property has changed since the copy of the register was originally issued to the buyer's solicitor. The search also gives the applicant a "priority period". Any new entries that are registered in the

priority period will not bind the applicant, as long as the Land Registry receives their application for registration within the priority period.

It is too early to carry out a Land Registry official search now, but we will carry out a search before completion of the purchase of the Property.

9. REPLIES TO PRE-CONTRACT ENQUIRIES

We attach the Seller's replies to standard enquiries and the accompanying documents.

10. PLANNING AND BUILDING REGULATIONS

10.1 Our investigations have not revealed an express consent for the use of the Property as a public library. However, we understand that the Property has been used as a public library for over 40 years and no enforcement action has been taken by the planning authority.

10.2 The Property has the benefit of the following planning consents:

10.2.1 For the erection of external steps and ramp (ref: 2003/90721); and

10.2.2 For the erection of a display board (ref: 2018/93170).

11. CONCLUSION

Subject to the matters referred to in this report, we are of the opinion that upon completion of the purchase of the Property and registration at the Land Registry you will obtain a good and marketable title to the Property.

Signed Ramsdens Solicitors LLP.

Dated 5 September 2022.

**SCHEDULE ONE
TERMS OF THE LETTING DOCUMENTS**

PART 1

LETTING DOCUMENT 1 – HIRE AGREEMENT

Premises demised by the Letting Document:	The Property
Name of tenant:	The Council of the Borough of Kirklees
Right to use premises:	<p>The Council will have an option to hire the property as a polling station on election days.</p> <p>The Council will have the benefit of the hire agreement unless and until they decide that they no longer require the premises and serve one month's written notice to terminate the agreement.</p>
Booking arrangements:	<p>Kirklees must give at least 3 weeks written notice to hire out the Property. Once you have received notice from Kirklees, this will constitute a hire agreement.</p> <p>Kirklees may cancel a booking by giving at least 3 days' notice.</p>
Storage of polling booths:	Kirklees will have the right to deliver the polling booths to the Property at any time 2 weeks before the relevant election day and store the booths at the Property within the 2 week period preceding the election day and the 2 week period following the election day.
Hire fee:	<p>The daily hire fee charged to Kirklees must not be materially greater than daily hire fees generally chargeable by other community organisations within Kirklees for similar facilities.</p> <p>The fee is capped at 125% of usual daily hire fees.</p> <p>Kirklees must pay the hire fee within one month after the relevant election day.</p>
Kirklees Council's obligations:	When using the Property on election days, Kirklees must comply with the following obligations:

	<ul style="list-style-type: none"> • the library must not be used other than as a polling station on election days; • Kirklees must not use the Property for any unlawful purpose and must keep the Property in a clean and tidy condition; • Kirklees must not alter or interfere with any lighting, heating, power or other electrical appliances and must not install any of the same without the consent of the Parish Council; • during an election day Kirklees are responsible for the efficient supervision of the Property; • Kirklees must not display any posters other than those which are for the sole purpose of indicating that the library is in use as a polling station or which constitute directional signs, provided that any signs are removed after 2 weeks following an election day; and • After an election day, Kirklees must leave the property in an orderly state.
<p>Parish Council obligations:</p>	<p>The Parish Council must ensure that at the beginning of each day the Property is:</p> <ul style="list-style-type: none"> • in good repair and condition; • clean and tidy; • appropriately furnished and lit; • with a level of heating and ventilation appropriate for the time of year. During the months of October to March the property temperature must be maintained at 20 degrees; • with adequate supplies of hot and cold water and appropriate sanitary products and appropriate kitchen equipment; • compliant with statutory requirements for the use as a polling station; and

	<ul style="list-style-type: none"> • free from all posters of a political nature. <p>The Parish Council must ensure that the Property is kept open and available for use by Kirklees on election days between 6am and 12am.</p> <p>The Parish Council must maintain a level of occupiers liability insurance cover that is suitable for the use of the Property.</p>
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PART 2

LETTING DOCUMENT 2 – HOSTING AGREEMENT

Premises demised by the Letting Document:	Area 01L of the Property shown on the plan attached at Appendix Two.
Name of tenant:	The Council of the Borough of Kirklees
Length of the agreement:	The agreement shall expire after 5 years or by earlier notice served by Kirklees at least 1 month before the proposed expiry date.
Library hours:	<p>Kirklees are permitted to use the property as a library during the below library hours:</p> <p>Monday 12:45pm – 5:15pm</p> <p>Tuesday 12:45pm – 6:15pm</p> <p>Wednesday 9:45am – 1:15pm</p> <p>Friday 12:45pm – 5:15pm</p> <p>Saturday 9:45am – 1:15pm</p> <p>The above hours includes 15 minutes at the start and end of that day to allow setting up and closing down.</p> <p>Kirklees may change the library hours by either:</p> <ul style="list-style-type: none"> • immediately giving notice to the Parish Council if there are any laws in place that prevent the library from opening under the current hours or if there are no staff available; or • giving not less than 3 months’ prior written notice to the Parish Council and subject to the Parish Council’s consent (not to be

	withheld or delayed unless the change to the library hours would require the Parish Council to cancel any long-term booking of the Property made before service of the notice).
Rights granted to Kirklees:	<p>Kirklees will enjoy rights to:</p> <ul style="list-style-type: none"> • use the communal facilities, being the toilets (03WC), kitchen (04K), office (04K) and storage cupboard (U2STO); • use emergency exit routes and other parts of the Property for access to the property; • use the designated storage area (02STO) in the office/kitchen area for the storage of Kirklees' equipment; • use the service media serving the property; • subject to consultation with the Parish Council, affix and retain any further shelving to any wall of the property provided it is done in a good and workmanlike manner; • affix and retain signage to the external elevations of the Property identifying the nature and business of the library, provided that any signage is appropriate to the use as a library; • store shelving and computers at the property; • use the property for any purpose associated or connected with the running of a library; • install a broadband supply at the Property for use by Kirklees; and • access the Property and carry out any of the cleaning services set out at Appendix Three.
Kirklees Council's obligations:	Kirklees Council must:

	<ul style="list-style-type: none"> • not use the Property other than as a library and information centre; • put away books, laptops and library equipment at the end of each library session; • leave the property tidy and clear of rubbish at the end of a library session; • subject to Kirklees being provided with the necessary keys and codes, close and lock up the Property at the end of a library session unless otherwise directed by the Parish Council; • leave the property in a clean and tidy condition and remove its equipment and goods from the property at the expiry of the hosting agreement; • not make any alteration to the property save as required by the hosting agreement; • not knowingly cause any damage to the Property or any property of the occupiers of the Property; • not to obstruct the common areas or make them dirty or leave rubbish on them; • not to apply for planning permission without the consent of the Parish Council; • not to knowingly do anything that might constitute a breach of any insurance or planning consents; • observe any reasonable rules and regulations made and notified by the Parish Council governing the use of the common areas; and • to indemnify the Parish Council against any losses arising from the hosting agreement.
The Parish Council's obligations:	The Parish Council must:

	<ul style="list-style-type: none"> • ensure that the Property has the benefit of all required consents; • not do anything on the Property during the library hours which would disturb or interfere with the delivery of a library service; • not to cause any damage to any property belonging to Kirklees or its visitors; • pay all outgoings in respect of the Property; • keep the Property open and the communal areas accessible by Kirklees during the library hours; • provide Kirklees with all necessary keys and codes to both entrances to the Property; • safely store Kirklees’ portable shelving equipment when the Property is being used by any third party; • comply with all statutory requirements in respect of the Property and to provide evidence of compliance upon request by Kirklees (acting reasonably); • replace or repair as new any damage caused to Kirklees portable shelving and equipment whilst it is at the Property and not being used by Kirklees; • not connect into Kirklees’ IT servers without the prior written consent of Kirklees; and • if requested by Kirklees, to enter into any wayleave agreement which may be required by the broadband supplier in connection with the broadband in the form required by the supplier
<p>Services provided by the Parish Council:</p>	<p>The Parish Council must ensure that:</p>

	<ul style="list-style-type: none"> • the property is appropriately furnished; • the property is clear of any non-library equipment during the library hours; • the Property is heated so that during the months of November to March (inclusive) the temperature is not less than 20 degrees during the library hours; • the Property is cleaned on a regular basis and kept tidy; • hot and cold water and appropriate sanitary products are supplied to the toilets; • hot and cold water and appropriate kitchen equipment is provided in the kitchen; • electricity is provided to the property; • all utilities required for use as a library are provided to the property; and • the property is in good repair and condition and is physically fit and appropriate for the delivery of a library service
<p>Insurance provisions:</p>	<p>The Parish Council must insure the Property against all usual risks for its full reinstatement value and maintain cover against damage to Kirklees’ portable shelving and equipment for the full cost of repairing or replacing it as new.</p> <p>The Parish Council must maintaining a level of occupiers liability insurance cover for the Property that is suitable to the use of the property in the joint names of the Parish Council and Kirklees to a minimum value of £10million for each claim.</p> <p>The Parish Council must supply Kirklees with copies of all such insurance policies upon reasonable request and notify Kirklees of any changes to the policies.</p>

PART 3

LETTING DOCUMENT 3 – FOHL LEASE

Premises demised by the Letting Document:	The Property.
Name of tenant:	Friends of Honley Library
Length of the term, commencement date and expiry date:	A term of 25 years from the date that the lease is granted.
Is the Letting Document a new tenancy for the purposes of the LTCA 1995?	Yes. On any assignment of the lease, the outgoing tenant would be released from its obligations under the lease unless it enters into an authorised guarantee agreement.
Is the Letting Document contracted out of the LTA 1954?	Yes. This means that FOHL will not have a statutory right to occupy the Property at the end of the lease.
Rights granted to the tenant:	None.
Rights granted to the landlord:	The following rights are reserved for the benefit of the Parish Council: <ul style="list-style-type: none">• the right to enter the Property on reasonable notice for any purpose connected with the lease or the Parish Council’s interest in the Property;• the right to use and connect into service media at the Property;• the right to install and construct service media and re-route and replace service media;• the right to develop any neighbouring property; and• the right to erect scaffolding at the Property.
Rent:	A peppercorn.

	FOHL are responsible for all outgoings payable in respect of the Property.
VAT position:	All payments due under the lease are exclusive of VAT.
Permitted use and any restrictions on use:	<p>Use as a library and information centre for community use and/or community purposes.</p> <p>FOHL must not open the Property to the general public for use as a library outside of the stipulated library hours without the Parish Council's approval.</p>
Repair and decoration provisions, including obligations when the Letting Document ends:	<p>FOHL must keep the Property in good and substantial repair and condition but provided that they are not required to put the Property into any better state of repair and condition than it was in at the start of the lease.</p> <p>This will be evidenced by photographs which show the current state of the Property. These photographs will be attached to the lease. We await the photographs from FOHL but these will need to be approved by the Parish Council once available.</p> <p>FOHL must decorate the Property as often as is reasonably necessary and in the last 3 months before the end of the lease. Any decoration must be carried out to the reasonable satisfaction of the Parish Council and using materials, designs and colours approved by the Parish Council (acting reasonably).</p> <p>At the end of the lease FOHL must remove any alterations or signs erected at the Property unless the Parish Council gives notice of any item which should not be removed no later than 2 months before the lease expiry.</p>
Insured risks:	Fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or

	political disturbances, malicious damage and any other risks which the Parish Council decides to insure against.
Uninsured risks:	Any insured risk which is not insured against because of either an exclusion or because insurance was not available on reasonable terms.
Insurance provisions:	<p><u>Landlord's obligations</u></p> <p>The Parish Council must insure the Property against the insured risks for its full reinstatement cost.</p> <p>At the request of FOHL (no more than once a year), the Parish Council must supply FOHL with full details of the insurance policy, evidence of payment of the premium and details of any commissions paid by the insurer. FOHL must be informed of any change to the insurance policy as soon as reasonably practicable.</p> <p>The Parish Council must use all insurance monies received to repair damage.</p> <p><u>Tenant's obligations</u></p> <p>FOHL are not required to contribute towards the insurance costs.</p> <p>FOHL must maintain insurance for public liability risks at a minimum value of £10 million per claim or such other higher sum as the Parish Council may require.</p> <p><u>Termination following damage</u></p> <p>If the Property is damaged by an insured risk and the Parish Council (acting reasonable) consider that it is impossible or impracticable to reinstate the Property, they may terminate the lease by giving notice to FOHL.</p> <p>If the Property is damaged by an insured risk and the Property has not been reinstated so as to be fit for use and occupation by the date 3 years after the damage occurred, either party may terminate the lease by giving notice to the other.</p>

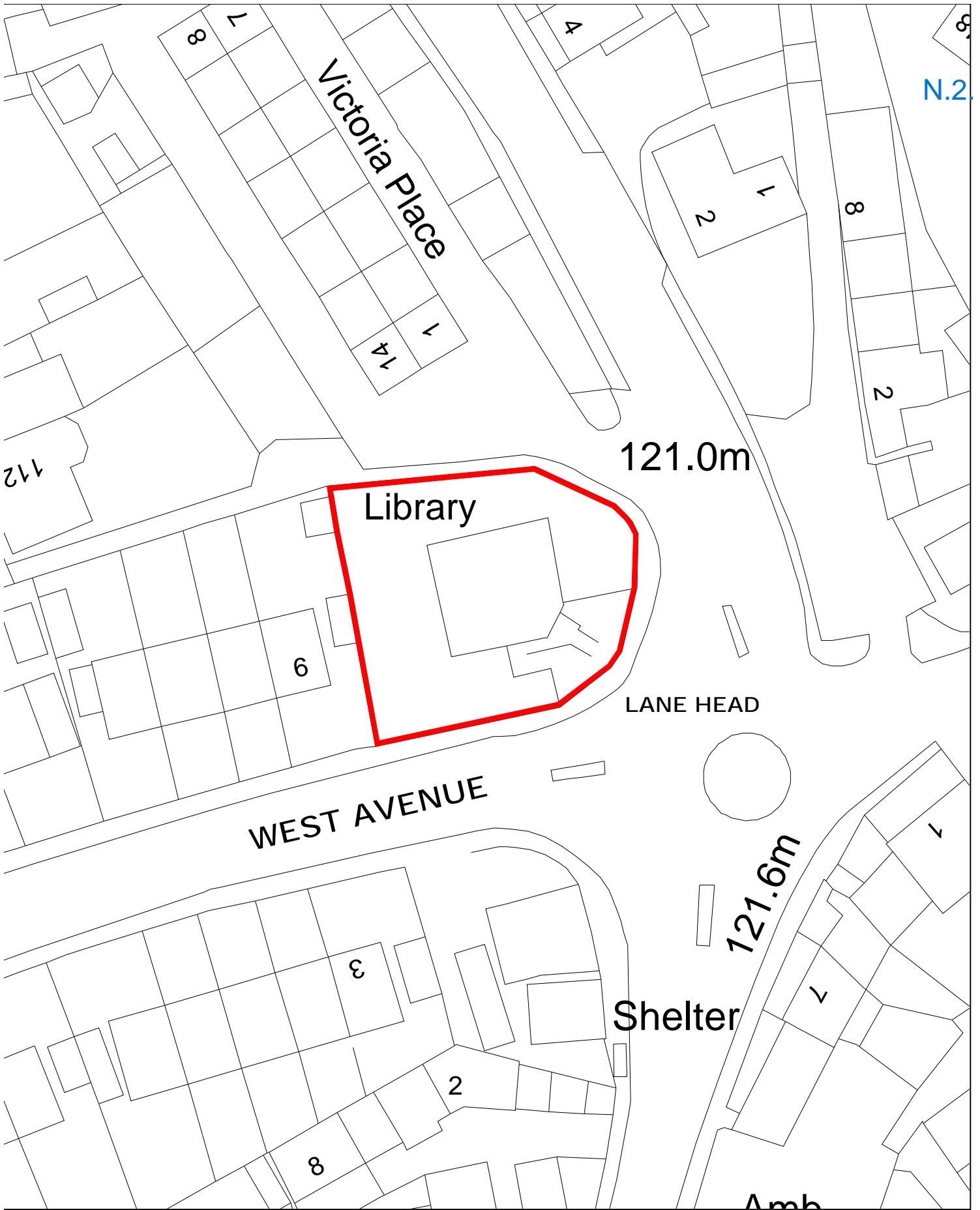
	<p><u>Uninsured damage</u></p> <p>If the Property is damaged by an uninsured risk, the Parish Council must serve notice within 12 months of damage electing to either terminate the lease or reinstate the Property from its own monies.</p> <p>If no notice is served within 12 months, FOHL may serve notice to terminate the lease (provided that the Property has not already been reinstated).</p> <p>If the Parish Council elects to reinstate any uninsured damage and the Property has not been reinstated within 3 years from the date of damage, either party may terminate the lease by giving notice to the other.</p>
Alterations provisions:	Any alterations and alterations to the Property or any service media at the Property require consent from the Parish Council (not to be unreasonably withheld or delayed).
Alienation provisions:	<p>Assignments and underlettings of the Property are prohibited.</p> <p>FOHL may share occupation of the Property with community groups on a short-term sessional basis provided that no relationship of landlord and tenant is established.</p>
Details of any break clauses:	<p>FOHL may terminate the lease early at any time by serving at least 6 months' written notice.</p> <p>The ability to terminate the lease early is subject to FOHL returning the Property free from occupation.</p>
Initial contribution to repairs	Within 14 days of the lease, the Parish Council shall pay to FOHL the sum that the Parish Council, in its absolute discretion, considers necessary in order to bring the Property into the repair and condition required by the lease.
Ongoing contribution to repairs:	The Parish Council will provide FOHL with funding (in addition to the contribution stated above) in the sum of £15,000 within 14 days of the

	<p>lease as a contribution towards the maintenance and running costs of the Property.</p> <p>FOHL shall have the right to apply to the Parish Council in each year of the lease for further funding up to the sum of £15,000 per annum. The availability and provision of such funding will be at the absolute discretion of the Parish Council and FOHL must comply with all notices and reasonable requirements made by the Parish Council relating to such funding.</p> <p>FOHL's application for the additional funding must be made in accordance with the Parish Council's requirements and include spending plans, budgets and details of any works proposed to be carried out at the Property along with any other information reasonably required by the Parish Council.</p> <p>Within one month of completion of any works FOHL must supply the Parish Council with written evidence that the works have been completed to the Parish Council's reasonable satisfaction along with any other evidence reasonably required by the Parish Council.</p>
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Appendix One: Plan of the Property

Appendix Two: Hosting Agreement Plan

Appendix Three: Cleaning Services



**Economy &
Infra-
structure**

Plan No: 20-0351

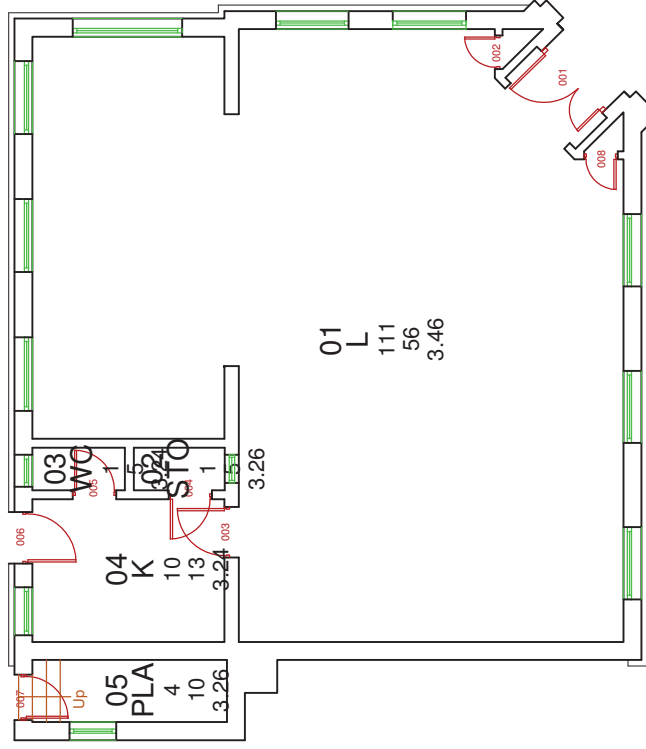
Date: 30/11/2020 Scale: 1:500

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Notes

N.3.



200

100 Plotted by Tony Sunderland on 19/10/2011 14:28:41 at 1:1 plot scale



Directorate

REGENERATION

Premise

HONLEY LIBRARY

Drawing Title

GROUND FLOOR LEVEL
BASE PLAN

Scale	Drawn	Checked
A3:1:100	MF	
Grid Ref	JAN 2007	
t:\cads\00 base plans\honley library base		

Reference No.	Drawing No.	Revision
A1105	001/01	

0.0

Microfilm Registration Marks

100

200

300

BUILDING**AREA****AREA: ROOM CATEGORY**

This specification is based on a 3 day working week from Monday to Friday totalling 4 hours per week, though this may be amended by the Council at its discretion

DESCRIPTION**ROUTINE CLEANING****FREQUENCY**

Waste removal and movement of furniture.	Daily.
Empty waste receptacles.	Daily.
Clean waste receptacles.	Weekly.
Sweep hard surfaced floors.	Daily.
Damp mop hard surfaced floors.	Daily.
Vacuum carpeted floors.	Daily.
Dry/damp dust fixtures, furniture and fittings etc.	Daily.
Polish wooden fixtures, furniture and fittings etc.	Weekly.
Polish metal and plated fittings.	Weekly.
Cleaning of sanitary appliances/washbasins/sinks etc.	Daily.
Urinals and surrounding areas.	Daily.
WC's.	Daily.
Sani-bins/incinerators.	Daily.
Drinking fountains.	Daily.
Sanitary fixtures and fittings.	Daily.
Showers.	Daily.
Replenish toilet requisites.	Daily.
Clean doormats and dust control mats	Daily.
Clean mat-wells.	Weekly.
Spray damp wipe walls.	Daily.

N.B. Cleaning equipment, materials and water used in toilet areas shall not be used in any other area. The contractor shall satisfy the authorised officer of the proposed arrangements to ensure compliance with this requirement.

Daily tasks are to be carried out each day of attendance by the cleaner, not each day of the week.

The above cleaning routine to be applied to areas 1, 3 & 4 on the attached plan, an area of approximately 122sqm

Chancel Repair Liability Insurance

Insurance Product Information Document

This insurance is provided by Liberty Mutual Insurance Europe SE ('the Insurer') which operates in the UK under the FCA's Temporary Permissions Regime, and is authorised by the Prudential Regulation Authority and is subject to regulation by the Financial Conduct Authority and the Prudential Regulation Authority. Company number: B232280.

This Insurance Product Information Document provides a summary of the standard cover, exclusions and obligations under your policy. Complete information is provided in your policy documents, and we would draw your attention to the schedule which contains details unique to this policy including, where appropriate, additional terms under a section headed Additional Policy Clauses.

What is this type of insurance?

This Chancel Repair Liability Insurance policy provides cover where the property is or may be within the historical boundary of a parish or district with a potential liability to pay all or part of the cost of repairs to a church chancel. It is designed to help your property transaction proceed by providing an alternative to contacting the relevant church authorities to enquire about any such liability, payment and/or a release.



What is insured?

- ✓ The cost of defending or prosecuting any legal proceedings
- ✓ Damages, compensation and costs awarded against you by a Court or Tribunal
- ✓ All sums you are liable to pay, with the Insurer's agreement or as required by a Court or Tribunal
- ✓ Any residual reduction in the market value of the property arising on a sale, following any liability payment made
- ✓ Any other costs and expenses incurred with the Insurer's prior written agreement.



What is not insured?

- ✗ Claims where the property was known to be subject to a definite chancel repair liability, on the policy commencement date.
- ✗ Demands for contribution towards the repair of any part of the church, other than the chancel.



Are there any restrictions on cover?

- ! The total amount payable by the Insurer for all claims made under the policy will not exceed the Policy Limit stated on the policy schedule.
- ! The policy only covers the property owner, their lessees and lender, on the policy commencement date, but not future owners, their lessees and lenders.



Where am I covered?

- ✓ You are covered for claims arising in relation to the property stated on the policy schedule.



What are my obligations?

- You, or anyone acting on your behalf, must not:
 - disclose the existence of this policy to any third party without our prior written consent
 - take or fail to take steps which result in losses as outlined in the Cover section
 - enter into any negotiations or take steps to compromise or settle a claim made against you, without our prior written consent
- You must provide details to us of any potential claim as soon as reasonably practicable.



When and how do I pay?

Please liaise with your legal advisor or insurance intermediary, as appropriate, who will have been provided with details of the arrangements for payment of the single premium due for this policy.

**When does the cover start and end?**

The policy starts from the date stated in your policy schedule and continues indefinitely.

**How do I cancel the policy?**

This policy can be cancelled by contacting us within 14 days of the policy commencement date or the day on which you receive the policy, whichever is the later, provided all insured parties (such as lenders holding a mortgage or charge on the property) consent to cancellation. You will receive a full refund of premium, as long as there are no potential or actual claims pending under the policy.

Liberty Legal Indemnities

Policy schedule: Chancel Repair Liability Insurance - Draft

Policy number	CLI
Premium	£174.00 (inclusive of Insurance Premium Tax)
Insurer	LIBERTY LEGAL INDEMNITIES – Underwritten by Liberty Mutual Insurance Europe SE, UK Branch under Binding Authority Contract Number RNMFP2203842
Insured	The current owner(s) of the Property, their lessees and any bank, building society or other lender holding a mortgage or charge on the Property.
Policy Limit	£830,000
Policy Commencement Date	
Policy Term	The policy runs indefinitely from the Policy Commencement Date, subject to the terms of this policy
Property	Honley Library West Avenue Honley Holmfirth HD9 6HF
Insured Risk	The Property is or may be in a parish or district that continues to have a potential liability to pay all or part of the cost of repair to a church chancel.
Insured Use	Continued use as commercial or mixed commercial and residential premises as in existence on the Policy Commencement Date.

Date policy signed

Liberty Legal Indemnities

Policy wording: Chancel Repair Liability Insurance

This policy and policy schedule are one contract and any word or expression to which a specific meaning has been given in the Schedule shall have that meaning throughout.

The law of England and Wales will apply to this contract unless otherwise specifically agreed between the Insurer and the Insured.

Operation of Cover

- a. In return for payment of the Premium, the Insurer agrees to protect the Insured during the Policy Term against loss incurred as outlined in the Cover section, subject to the terms and conditions of this policy
- b. The Insured agrees to comply with the terms and conditions of this policy. If the Insured fails to comply with any of the terms and conditions, the Insurer may refuse to pay all or part of any claim, or reduce the amount paid to the extent that the Insured's breach is responsible for increasing the losses and/or expenses incurred
- c. In providing this policy and confirming its terms and Premium, the Insurer relied on information provided by the Insured (including parties acting on their behalf) prior to the Policy Commencement Date. The Insured must take care when answering any questions and ensure that all information provided is accurate and complete. If the Insurer establishes that the Insured (including any parties acting on their behalf):
 - i. deliberately or recklessly provided false or misleading information, the Insurer may treat this policy as though it had never existed and refuse all claims for that Insured
 - ii. carelessly provided false or misleading information, this may adversely affect the cover provided to that Insured. If the Insurer would not have provided the Insured with the policy they may treat this policy as though it had never existed and refuse to pay claims but must return the Premium. If the Insurer would have offered this policy on different terms then the Insurer may apply these amended terms. If the Insurer would have charged more premium for this policy the Insurer may reduce proportionately the amount to be paid on a claim.
- d. The total liability of the Insurer under this policy will not exceed the Policy Limit.

Non-Invalidation Clause

The interest of any Insured under this policy will not be invalidated or affected by any other party breaching the policy terms or conditions, or providing false or misleading information to the Insurer, unless such party acted on the Insured's behalf or with the Insured's knowledge and consent.

Cover

In the event of any person(s) or corporation claiming to be entitled to and demanding payment, directly attributable to the Insured Risk, the Insurer will pay to or on behalf of the Insured, the following:

- a. the cost of defending or prosecuting legal proceedings in a court or tribunal whether the proceedings are brought by the person making the claim or in the name of the Insured
- b. damages, compensation and costs and expenses awarded against the Insured by a court or tribunal
- c. all sums which the Insured is liable to pay with the written agreement of the Insurer or as required by a court or tribunal
- d. any residual reduction in the market value of the Property, in accordance with the Insured Use, as a direct result of a claim and payment having been made pursuant to clause c. arising upon sale of the Property by the Insured on the open market, the values to be determined by a surveyor with reference to prices current at the date of sale. The surveyor will be appointed jointly by the parties or, in absence of mutual agreement, by the President for the time being of the Royal Institution of Chartered Surveyors. The cost of the survey shall be incurred by the Insurer.
- e. any other costs incurred with the written agreement of the Insurer for the purpose of settling any claim.

Policy Exclusion

Any claims where, on the Policy Commencement Date, the Property was known to be subject to a definite liability to pay all or part of the cost of repair to a church chancel.

General Exclusions

- a. If the Insured makes a fraudulent claim, the Insurer will not be liable to pay the claim and may recover from the Insured any sums already paid and on notifying the Insured, treat the policy as having been terminated from the time of the fraudulent act. The Insurer will not be liable for any loss, claim or potential claim occurring after the time of the fraudulent act and need not return any premium paid. Provided that cover for any other Insured will not be prejudiced, unless they were complicit to and/or aware of the fraudulent act and/or where parties committing the fraudulent act were acting on behalf of that Insured.
- b. The Insurer will not provide cover and make any payment or provide any other benefit otherwise due under this policy where doing so would expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America
- c. This policy will not cover any claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology.

Liberty Legal Indemnities

General Conditions

- a. Any act or omission by the Insured or anyone acting on the Insured's behalf which in whole or in part results in losses or expenses as specified in the Cover section, may entitle the Insurer to reject claims made by the Insured, refuse to pay part of any claim, or reduce the amount paid, to the extent that the Insured's breach is responsible for those losses and/or expenses incurred
- b. The Insured or anyone acting on the Insured's behalf will not without the Insurer's prior written consent disclose the existence of this policy, or any information relating to it, to any third party.

Liberty Legal Indemnities

Claims conditions

1. Duties of the Insured

On becoming aware of any potential or actual circumstance which may give rise to a claim under this policy, the Insured must: -

- a. provide written notice and details to the Insurer, without unnecessary delay
- b. not admit any liability whatsoever, enter into any negotiations or take steps to compromise or settle the claim, without the consent of the Insurer
- c. provide all necessary information and assistance the Insurer (and/or their agents, solicitors or surveyors) reasonably requires, at the Insured's own expense.

2. Rights of the Insurer

In dealing with the claim under this policy the Insurer will at their discretion be entitled to: -

- a. appoint professional advisors to act for the Insured
- b. take or defend proceedings in any court or tribunal in the Insured's name
- c. exercise in the Insured's name any rights available to the Insured in any proceedings including the right to abandon or submit to judgement
- d. compromise, settle or compound the claim and deal in such manner as they think fit
- e. pay at any time to the Insured the amount of the Policy Limit or any lesser amount for which the claim can be settled and then relinquish control of and have no further involvement with the claim.

3. Abandonment of the Property

The Insured will not be entitled to abandon the Property to the Insurer.

4. Other Insurance

If the Insured may be entitled to make a claim under other insurance, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay more than their proportion of the claim based on the total policy limits under all policies.

5. Arbitration

The Insured and the Insurer can mutually agree to refer to an arbitrator any difference that arises as to the amount to be paid under this policy (liability being otherwise admitted). In the absence of an agreement to use a specific arbitrator, an arbitrator will be appointed by the Chartered Institute of Arbitrators in accordance with the law at that time. This clause does not affect any rights of the Insured under consumer regulations to refer a complaint to the Financial Ombudsman Service, in accordance with the Complaints procedure, prior to, during or subsequent to any arbitration process.

Liberty Legal Indemnities

Cancellation rights and notifying claims and complaints

Cancelling the policy

This policy can be cancelled by contacting us within 14 days of the Policy Commencement Date or the day on which you receive the policy, whichever is the later, provided all insured parties (including lenders holding a mortgage or charge on the Property) consent to this. You will receive a full refund of premium, as long as there are no circumstances which may give rise to a claim under the policy.

If you wish to cancel this policy, please write (quoting your policy number) to The Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, NR3 1RJ.

Claims notification

If anything should happen which might give rise to a claim under the policy, please forward full details to Countrywide Legal Indemnities by

- Writing to The Claims Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars, Norwich, Norfolk NR3 1RJ
- Telephoning 01603 617617
- Emailing claims@cli.co.uk

Complaints

Any complaint should be raised in the first instance with our Underwriting Manager by:

- writing to the Underwriting Manager, Countrywide Legal Indemnities, 3 St James Court, Whitefriars Norwich, NR3 1RJ
- telephoning 01603 617617, or;
- emailing complaints@cli.co.uk

If it is not possible to resolve the complaint to your satisfaction by close of business of the third working day following receipt, we will send you a written acknowledgement and refer your complaint to the Complaints Manager at Liberty Specialty Markets for and on behalf of Liberty Mutual Insurance Europe SE at 20 Fenchurch Street, London EC3M 3AW ("Liberty"). Liberty will aim to resolve your complaint within 14 days. In the unlikely event that Liberty are unable to resolve your complaint within this time, they will write to let you know. At the very latest, you will receive a response to your complaint within 8 weeks of receipt.

If you are still not satisfied with the response provided, or you have not received a response within the 8 week period, you may refer your complaint to the Financial Ombudsman Service (www.financial-ombudsman.org.uk). Further details will be provided at this stage of the complaints process.

Because Liberty Mutual Insurance Europe SE is registered as a Luxembourg insurance company, you are also entitled to refer the dispute to any of the following dispute resolution bodies instead of referring to the Financial Ombudsman Service: Commissariat aux Assurances (www.caa.lu), Service National du Médiateur de la consommation (www.mediateurconsommation.lu) or Médiateur en Assurances (www.ulc.lu/fr). Again more details will be provided during the complaints process.

In all cases please quote the Policy Number shown in the Policy Schedule.

Are we covered by the Financial Services Compensation Scheme (FSCS)?

The Insurer is covered by the FSCS. You may be entitled to compensation from the scheme if they cannot meet their obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS who can be contacted at:

Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY.

The FSCS website may be viewed at www.fscs.org.uk

Liberty Legal Indemnities

Notices

Privacy policy - how Liberty Legal Indemnities uses your personal data

Liberty takes the protection of your personal data seriously and is committed to protecting your privacy. There are a number of different companies within our group. The specific company which acts as the "data controller" of your personal data will be the organisation providing your policy as set out in the documentation that is provided to you. If you are unsure you can also contact us at any time by e-mailing us at dataprotectionofficer@libertyglobalgroup.com or by post at Data Protection Officer, Liberty Specialty Markets, 20 Fenchurch Street, London EC3M 3AW, UK.

In order for us to deliver our insurance services, deal with any claims or complaints that might arise and prevent and detect fraud, we need to collect and process personal data. The type of personal data that we collect will depend on our relationship with you: for example as a policyholder, third party claimant or witness to an incident. Your information will also be used for business and management activities such as financial management and analysis. This may involve sharing your information with, and obtaining information about you from, our group companies and third parties such as brokers, credit reference agencies, claims handlers and loss adjusters, professional advisors, our regulators or fraud prevention agencies. We also collect personal data about our suppliers and business partners (such as brokers) for the purposes of business management and relationship development.

For further information on how your information is used and the rights that you have please see privacy notice available at www.libertyspecialtymarkets.com/privacy-cookies. Please contact us using the details above if you wish to see the privacy notice in hard copy.

About the Insurer

Liberty Mutual Insurance Europe SE (LMIE) trading as Liberty Specialty Markets, is a member of the Liberty Mutual Insurance Group. LMIE's registered office is 5-7 rue Leon Laval, L-3372, Leudelange, Grand Duchy of Luxembourg, Registered Number B232280 (Registre de Commerce et des Sociétés). LMIE is a European public limited liability company and is supervised by the Commissariat aux Assurances and licensed by the Luxembourg Minister of Finance as an insurance and reinsurance company.

This insurance is provided by LMIE through its UK branch. LMIE's UK branch registered address is 20 Fenchurch Street, London, EC3M 3AW which is authorised and regulated by the Luxembourg Minister of Finance and the Commissariat aux Assurances. LMIE is deemed authorised by the Prudential Regulation Authority and subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority (registered number 829959). Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

Your quote

Premium: **£174.00** (including Insurance Premium Tax)**Quote reference:** C2376/12231**Date:** 21 July 2022

Please quote this reference on all correspondence

Underwriter:**This quote is valid until:** 17 January 2023

We are pleased to confirm your quote which is on the basis of the information provided.

Your details

Name: Emily Walton**Firm's name:** Ramsdens Solicitors LLP

Risk details

Your case reference: HJD/EIW/84193-3**Full address of property:** Honley Library West Avenue Honley Holmfirth HD9 6HF**Policy limit:** £830,000**Policy type:** Chancel Repair Liability Insurance

This quotation is provided on the understanding that the following are correct, and if this is the case, you do not need to confirm them further:

1. Title to the property does not expressly refer to, and the owner is not aware of the property being subject to, a definite chancel repair liability
2. There has been no communication with the church authorities relating to chancel repair liability
3. The property is less than 5 acres

Arranging cover

To arrange cover, we will need to know the date you wish cover to commence and the property address. You can choose to arrange cover by:

- logging on to Elite at cli.co.uk and clicking 'Order a policy'. Then simply retrieve your quotation under 'View my quotes'. Once selected, follow the instructions under 'What to do next'.
- calling **01603 617617** and speaking to one of our underwriters
- emailing enquiries@cli.co.uk with your instructions. Please remember to include the 'Quote reference'.

Once you have confirmed your order, provided nothing significant is outstanding, we will send you the policy immediately. The payment due will appear on your next monthly statement.

Important

If you are arranging insurance for a consumer, it is important that you and all parties in the transaction take care to answer all questions fully and accurately as part of the insurance application.

For a commercial concern, it is important that you and all parties in the transaction provide us with a fair presentation of the risk. The presentation should be clear and accessible, disclosing all material circumstances which are known or ought to be known by conducting a reasonable search of information available, including sufficient information to put us on notice that we need to make further enquiries in order to reveal any material circumstances. A matter is material if it would influence our acceptance of the risk proposed, including the terms applied and premium charged. You should ensure that facts presented are substantially correct and made in good faith. If you are unsure whether a matter is material, it should be disclosed.

Failure to act as outlined could invalidate the policy, result in rejection of a claim, application of different policy terms, or a claim not being paid in full. If any circumstances change before or after cover commences, you should provide us with full details.

As part of providing this quote, we may be required to pass your or the policyholder's personal data to the Insurer, Liberty Legal Indemnities. For details on how they will handle this information, visit libertyspecialtymarkets.com/privacy-cookies.

Dated

2022

HOLME VALLEY PARISH COUNCIL

- and -

FRIENDS OF HONLEY LIBRARY

LEASE

relating to

Honley Library, West Avenue, Honley HD9 6HF

Ramsdens
Solicitors

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LR1. Date of lease

LR2. Title number(s)

LR2.1 Landlord's title number(s)

WKY811988

LR2.2 Other title numbers

None

LR3. Parties to this lease

Landlord

Holme Valley Parish Council of Holmfirth Civic Hall, Huddersfield Road, Holmfirth HD9 3AS

Tenant

Friends of Honley Library a charitable incorporated organisation, a registered charity in England and Wales (number 1181829) whose principal office is at West Avenue, Honley, Holmfirth HD9 6HF

Other parties

None

LR4. Property

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

See the definition of "Property" in Clause 1.1.

The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number WYK811988.

LR5. Prescribed statements etc.

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

None.

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

None.

LR6. Term for which the Property is leased

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

LR7. Premium

None.

LR8. Prohibitions or restrictions on disposing of this lease

This lease contains a provision that prohibits or restricts dispositions.

LR9. Rights of acquisition etc.

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

None.

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

None.

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

None.

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

None.

LR11. Easements

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

None.

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

None.

LR12. Estate rentcharge burdening the Property

None.

LR13. Application for standard form of restriction

The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:

“No transfer of lease is to be registered without a certificate signed by a conveyancer that the transfer or lease did not contravene section 95(1) of the Localism Act 2011”.

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

This lease is dated

2022.

PARTIES

- (1) Holme Valley Parish Council of Holmfirth Civic Hall, Huddersfield Road, Holmfirth HD9 3AS (**Landlord**); and
- (2) Friends of Honley Library a charitable incorporated organisation, a registered charity in England and Wales (number 1181829) whose principal office is at West Avenue, Honley, Holmfirth HD9 6HF (**Tenant**).

BACKGROUND

- (A) The Landlord is the freehold owner of the Property.
- (B) The Landlord has agreed to grant a lease of the Property to the Tenant on the terms set out in this lease.

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

1.1 Definitions:

Annual Rent: a peppercorn per annum (if demanded).

Authorised Person: any:

- (a) workers, contractors or agents of the Tenant; or
- (b) person at the Property with the actual or implied authority of the Tenant or any person referred to in paragraph (a) of this definition.

Break Date: a date that is at least six months after service of the a Break Notice.

Break Notice: written notice to terminate this lease specifying the Break Date and served in accordance with clause 43.

CDM Regulations: the Construction (Design and Management) Regulations 2015 (SI 2015/51).

Contractual Term: a term of 25 years from and including the date of this lease.

Default Interest Rate: 4% per annum above the Interest Rate.

Energy Assessor: an individual who is a member of an accreditation scheme approved by the Secretary of State in accordance with regulation 22 of the EPC Regulations.

Energy Performance Certificate: a certificate as defined in regulation 2(1) of the EPC Regulations.

EPC Regulations: Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

Excluded Insurance Items: any:

- (a) glass forming part of the Property; and
- (b) tenant's fixtures that are installed by or for the Tenant, any undertenant or occupier of the Property and that form part of the Property.

Hire Agreement: the hire agreement dated the same date as this lease and made between (1) the Landlord and (2) The Council of the Borough of Kirklees.

Hosting Agreement: the hosting agreement dated the same date as this lease and made between (1) the Landlord and (2) The Council of the Borough of Kirklees.

Insolvency Event: subject to clause 1.15, any one or more of the following:

- (a) the making of an administration order in relation to the Tenant;
- (b) the appointment of an administrator in relation to the Tenant;
- (c) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant;
- (d) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (e) the making of a winding-up order in respect of the Tenant;
- (f) the striking-off of the Tenant from the Register of Companies;
- (g) the Tenant otherwise ceasing to exist (but excluding where the Tenant dies);
- (h) the making of a bankruptcy order against the Tenant.

Insured Risks: (except to the extent any of the following are Uninsured Risks) fire, explosion, lightning, earthquake, tempest, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and aerial devices and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, riot, civil commotion, strikes, labour or political disturbances, malicious damage, and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks.

Interest Rate: the base rate from time to time of Barclays Bank Plc or, if that base rate stops being used or published, a comparable commercial rate specified by the Landlord (acting reasonably).

IPT: Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

LPA 1925: Law of Property Act 1925.

LTA 1927: Landlord and Tenant Act 1927.

LTA 1954: Landlord and Tenant Act 1954.

LTCA 1995: Landlord and Tenant (Covenants) Act 1995.

Library Hours: Mon 12:45pm – 5.15pm
Tues 12.45pm – 6.15pm
Weds 9.45am – 1.15pm
Thurs Closed
Fri 12.45pm – 5.15pm
Sat 9.45am – 1.15pm
Sun Closed

or such alternative hours as the Landlord may stipulate from time to time (acting in accordance with the terms of the Hosting Agreement).

Permitted Use: use as a library and information centre for community use and/or community purposes.

Property: The land and building known as Honley Library, West Avenue, Honley HD9 6HF and shown edged red on the attached plan.

Property Damage: damage to or destruction of the Property (excluding the Excluded Insurance Items) that makes the Property wholly or partially unfit for occupation and use.

Rates and Taxes: all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there (or a fair and reasonable proportion of the total cost of those rates, taxes, impositions and outgoings if any are payable in respect of the Property together with any other property) but excluding any taxes:

- (a) payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; or
- (b) (except VAT) payable by the Landlord by reason of the receipt of any of the Rents due under this lease.

Recommendation Report: a report as defined in regulation 4 of the EPC Regulations.

Records: all accounts, documents, records, books, ledgers, receipts, files, VAT returns, computer data or other evidence that the tenant should reasonably keep for the purpose of accurately ascertaining and demonstrating the costs incurred by the Tenant in relation to the ongoing maintenance and running costs of the Property for the Permitted Use.

Reinstatement Cost: the full cost of reinstatement of the Property (excluding the Excluded Insurance Items) taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professionals' and statutory fees and incidental expenses and any other work to the Property that may be required by law and any VAT on all such costs, fees and expenses.

Rents: the rents set out in clause 2.2.

Reservations: the rights excepted and reserved in paragraph 1 of Schedule One.

Service Media: all media for the supply or removal of Utilities and all structures, machinery and equipment ancillary to those media.

Signs: signs, fascia, awnings, placards, boards, posters and advertisements.

Tenant Damage: damage or destruction caused by an act or omission of the Tenant or any Authorised Person.

Term: the Contractual Term.

Termination Date: the date on which the Term ends (however it ends).

Third Party Rights: All easements and other rights, covenants and restrictions affecting the Property including those set out or referred to in the register entries of title number WYK811988 in so far as they relate to the Property as at [19 May 2022 at 15:10:02]¹ and those set out in the Transfer dated the same date as this lease and made between (1) The Council of the Borough of Kirklees and (2) the Landlord and those set out in the Hire Agreement and Hosting Agreement.

Uninsured Risks: any risk which is not insured against at the date of the relevant damage or destruction because:

(a) of an exclusion imposed by the insurers; or

(b) insurance for such risks was not available in the London insurance market on reasonable terms acceptable to the Landlord at the time the insurance policy was entered into;

and **Uninsured Risk** means any of the Uninsured Risks.

¹ SPB: I am struggling to locate a copy of the title dated as mentioned, please can you provide further copies?

Utilities: electricity, gas, water, sewage, air-conditioning, heating, energy, telecommunications, data and all other services and utilities.

Utility Costs: all costs in connection with the supply or removal of Utilities to or from the Property (or a fair and reasonable proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).

VAT: value added tax or any equivalent tax chargeable in the UK.

- 1.2 A reference to this lease, except a reference to the date of this lease or to the grant of this lease, is a reference to this Deed and any deed, licence, consent, approval or other instrument supplemental or collateral to it.
- 1.3 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.4 Unless the context otherwise requires, references to clauses, Schedules and Annexes are to the clauses, Schedules and Annexes of this lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.5 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.6 A reference to:
 - 1.6.1 the Landlord includes a reference to the person entitled to the immediate reversion to this lease;
 - 1.6.2 the Tenant includes a reference to its successors in title and assigns; and
 - 1.6.3 a **guarantor** is a reference to any guarantor of the tenant covenants of this lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.7 In relation to any payment, a reference to a fair proportion is to a fair reasonable and proper proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord (acting reasonably and properly).
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.10 The expressions **authorised guarantee agreement, landlord covenant** and **tenant covenant** each has the meaning given to it by the LTCA 1995.
- 1.11 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use reasonable endeavours to prevent that thing being done by another person.

- 1.12 References to:
- 1.12.1 the consent of the Landlord are to the consent of the Landlord given in accordance with clause 46.1;
 - 1.12.2 the approval of the Landlord are to the approval of the Landlord given in accordance with clause 46.3; and
 - 1.12.3 any consent or approval required from the Landlord shall be construed as also including a requirement to obtain the consent or approval of any mortgagee of the Landlord where such consent or approval is required under the terms of the mortgage. Except that nothing in this lease shall be construed as imposing on any mortgagee any obligation (or indicating that such an obligation is imposed on any mortgagee by the terms of the mortgage) not unreasonably to refuse any such consent.
- 1.13 Unless the context otherwise requires, references to the Property are to the whole and any part of it.
- 1.14 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.15 For the purposes of the definition of **Insolvency Event**:
- 1.15.1 where any of the paragraphs in that definition apply in relation to:
 - 1.15.1.1 a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively), that paragraph shall apply subject to the modifications referred to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended); and
 - 1.15.1.2 a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000), that paragraph shall apply subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended); and
 - 1.15.2 **Insolvency Event** includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.
- 1.16 A reference to writing or written excludes fax and email.
- 1.17 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.18 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.19 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.20 Unless expressly provided otherwise in this lease, a reference to legislation or a legislative provision shall include all subordinate legislation made from time to time under that legislation or legislative provision.
- 1.21 If any provision or part-provision of this lease is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this lease.

2. GRANT

- 2.1 The Landlord lets the Property to the Tenant:
- 2.1.1 for the Contractual Term;
 - 2.1.2 with full title guarantee;
 - 2.1.3 excepting and reserving the Reservations; and
 - 2.1.4 subject to the Third Party Rights.
- 2.2 The grant in clause 2.1 is made with the Tenant paying as rent to the Landlord:
- 2.2.1 the Annual Rent;
 - 2.2.2 all interest payable under this lease;
 - 2.2.3 all other sums payable under this lease; and
 - 2.2.4 all VAT chargeable on the other rents set out in this clause 2.2.

3. TENANT COVENANTS

The Tenant covenants with the Landlord to observe and perform the tenant covenants of this lease during the Term or (if earlier) until the Tenant is released from the tenant covenants of this lease by virtue of the LTCA 1995.

4. PAYMENT OF ANNUAL RENT

- 4.1 The Tenant must pay the Annual Rent on 1 January in each year of the Term (if demanded).

5. PAYMENT METHOD

- 5.1 The Tenant must pay all sums payable under this lease by:
- 5.1.1 electronic means from an account held in the name of the Tenant to the account notified from time to time to the Tenant by the Landlord in writing not less than 5 days before the sums payable are due; or

5.1.2 any other method that the Landlord reasonably requires from time to time and notifies to the Tenant in writing not less than 5 days before the sums payable are due.

6. NO SET-OFF

The Tenant must pay all sums payable under this lease in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. INTEREST

7.1 If any sum payable by the Tenant under this lease has not been paid within five working days of its due date (in the case of Annual Rent whether it has been formally demanded or not), the Tenant must pay to the Landlord interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on that amount on a daily basis for the period beginning on and including its due date to and including the date of payment.

8. RATES AND TAXES

8.1 The Tenant must pay all Rates and Taxes.

8.2 The Tenant must not make any proposal to alter the rateable value of the Property (or that value as it appears on any draft rating list) without the approval of the Landlord.

9. UTILITIES

9.1 The Tenant must pay all Utility Costs.

9.2 The Tenant must comply with all laws and with any recommendations of the relevant suppliers relating to the supply and removal of Utilities to or from the Property.

10. COMMON ITEMS

The Tenant must pay to the Landlord on demand a fair and reasonable proportion of all costs payable by the Landlord for the maintenance, repair, lighting, cleaning and renewal of all Service Media, structures and other items not on or in the Property but used or capable of being used by the Property in common with other land.

11. COSTS

11.1 The Tenant must pay on demand and on a full indemnity basis the proper (and in the case of clause 11.1.5 reasonable) costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (whether incurred before or after the Termination Date) in connection with, or in contemplation of, any of the following:

11.1.1 the enforcement of the tenant covenants of this lease;

- 11.1.2 serving any notice or taking any proceedings in connection with this lease under section 146 or 147 of the LPA 1925 (notwithstanding that forfeiture is avoided otherwise than by relief granted by the court);
- 11.1.3 serving any notice in connection with this lease under section 17 of the LTCA 1995;
- 11.1.4 the preparation and service of a schedule of dilapidations in connection with this lease; or
- 11.1.5 any consent or approval applied for under this lease, whether or not it is granted (unless the consent or approval is unreasonably withheld or delayed by the Landlord in circumstances in which the Landlord is not permitted to unreasonably withhold or delay giving consent).

12. PROHIBITION OF DEALINGS

- 12.1 Except as expressly permitted by clause 13, the Tenant must not:
 - 12.1.1 assign, underlet, charge, part with or share possession or occupation of the whole or part of either this lease or the Property;
 - 12.1.2 assign, part with or share any of the benefits or burdens of this lease, or in any interest derived from it, whether by a virtual assignment or other similar arrangement; or
 - 12.1.3 hold the lease on trust for any person (except pending registration of a dealing permitted by this lease at HM Land Registry or by reason only of joint legal ownership).

13. SHARING OCCUPATION

- 13.1 The Tenant may share occupation of the Property with community groups on a short term sessional licence basis, provided that no relationship of landlord and tenant is established by that arrangement.
- 13.2 If requested by the Landlord, the Tenant must promptly supply the Landlord with full details of the occupiers of the Property and the terms on which they occupy it.

14. REPAIR

- 14.1 The Tenant must:
 - 14.1.1 subject to clause 14.2, keep the Property in good and substantial repair and condition;
 - 14.1.2 ensure that any Service Media forming part of the Property is kept in good working order;
 - 14.1.3 keep the Property clean, tidy and clear of rubbish; and

14.1.4 replace as soon as possible with glass of similar appearance and of similar or better quality any glass forming part of the Property that becomes cracked or broken

provided that the Tenant shall not be required to put the Property into any better state of repair and condition than it was in at the date of this lease and evidenced by the attached schedule of condition.

14.2 The Tenant shall not be liable to repair the Property (excluding any Excluded Insurance Items) to the extent that any disrepair has been caused by:

14.2.1 an Insured Risk unless and to the extent that:

14.2.1.1 the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant or any Authorised Person (except where the Tenant has paid an amount equal to any insurance money that the insurers refuse to pay in accordance with paragraph 3.1.6 of Schedule Two); or

14.2.1.2 the insurance cover in relation to that disrepair is limited as referred to in paragraph 1.3 of Schedule Two; or

14.2.2 Property Damage by an Uninsured Risk unless that damage is Tenant Damage.

15. DECORATION

15.1 The Tenant must:

15.1.1 decorate the exterior and interior of the Property as often as is reasonably necessary and also in the last three months before the Termination Date;

15.1.2 carry out all decoration (including all appropriate preparatory work) in a good and proper manner using good quality materials that are appropriate to the Property and the Permitted Use; and

15.1.3 carry out any decoration of the Property required at any time during the Term (including in the last three months before the Termination Date) to the reasonable satisfaction of the Landlord and using materials, designs and colours approved by the Landlord (acting reasonably).

16. ALTERATIONS

16.1 The Tenant must not make any:

16.1.1 alteration or addition to the Property; or

16.1.2 opening in any boundary of the Property;

without the consent of the Landlord (such consent not to be unreasonably withheld or delayed).

- 16.2 Any alterations permitted by this clause are subject to clause 16.5.
- 16.3 The Tenant may make internal non-structural alterations to the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 16.4 The Tenant may install any Service Media at the Property or alter the route of any Service Media at the Property with the consent of the Landlord (such consent not to be unreasonably withheld or delayed).
- 16.5 The Tenant must not carry out any alteration to the Property which would, or may reasonably be expected to, have an adverse effect on the asset rating in any Energy Performance Certificate for the Property.

17. SIGNS

- 17.1 The Tenant must not:
- 17.1.1 display any Signs inside the Property that are visible from the outside; or
 - 17.1.2 attach any Signs to the exterior of the Property;
- except Signs of a design, size and number and in positions that are appropriate to the nature and location of the Property and to the Permitted Use.
- 17.2 The Tenant must allow the Landlord to fix to and keep at the Property:
- 17.2.1 during the 6 month period before the Termination Date, any re-letting board as the Landlord reasonably requires; and
 - 17.2.2 at any time during the Term, any sale board as the Landlord reasonably requires.

18. WINDOW CLEANING

- 18.1 As often as reasonably necessary, the Tenant must clean the internal and external surfaces of any:
- 18.1.1 windows; and
 - 18.1.2 other glass;
- at the Property.

19. RETURNING THE PROPERTY TO THE LANDLORD

- 19.1 The Tenant must return the Property to the Landlord on the Termination Date with vacant possession and in the repair and condition required by this lease.
- 19.2 Subject to clause 19.3, the Tenant must by the Termination Date:
- 19.2.1 remove:
 - 19.2.1.1 any tenant's fixtures from the Property;

- 19.2.1.2 any alterations to the Property undertaken by or for any tenant, undertenant or occupier during or in anticipation of this lease; and
 - 19.2.1.3 any Signs erected by the Tenant at the Property; and
 - 19.2.2 make good any physical² damage caused to the Property by the removal of those items and alterations.
- 19.3 If the Landlord gives notice to the Tenant no later than two months before the Termination Date specifying which of the tenant's fixtures, alterations and other matters set out in clause 19.2.1.1 and clause 19.2.1.2 shall not be removed pursuant to clause 19.2, the Tenant must not remove the specified tenant's fixtures, alterations or other matters pursuant to that clause.
- 19.4 On or before the Termination Date, the Tenant must remove from the Property all chattels belonging to or used by it.
- 19.5 The Tenant:
- 19.5.1 irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items fixed to the Property by the Tenant and left by the Tenant for more than ten working days after the Termination Date; and
 - 19.5.2 must indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

The Landlord shall not be liable to the Tenant by reason of that storage or disposal.

20. USE

- 20.1 The Tenant must not use the Property for any purpose other than the Permitted Use.
- 20.2 The Tenant must not:
- 20.2.1 open the Property to the general public for use as a library outside of the Library Hours without the Landlord's prior approval;
 - 20.2.2 use the Property for any illegal purposes nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Landlord, or any property that neighbours the Property;
 - 20.2.3 use the Property as a betting shop or an amusement arcade or otherwise for the purposes of gaming or gambling;
 - 20.2.4 hold any auction at the Property;

² SPB: This should be limited to physical damage, what other damage could be caused?

- 20.2.5 allow any noise, music, flashing lights, fumes or smells to emanate from the Property so as to cause a legal nuisance to any property that neighbours the Property;
- 20.2.6 overload any part of the Property nor overload or block any Service Media at or serving the Property;
- 20.2.7 store, sell or display any offensive, dangerous, illegal, explosive or highly flammable items at the Property;
- 20.2.8 (except as permitted by clause 16.4) interfere with any Service Media at the Property;
- 20.2.9 keep any pets or any other animal, bird, fish, reptile or insect at the Property (except guide dogs or other animals used as aids provided they are not kept at the Property overnight or left unattended); or
- 20.2.10 allow any person to sleep at or reside on the Property.

21. ALLOW ENTRY

- 21.1 Subject to clause 21.2, the Tenant must allow all those entitled to exercise any right to enter the Property to enter the Property:
 - 21.1.1 except in the case of an emergency (when no notice shall be required), after having given reasonable notice (which need not be in writing) to the Tenant;
 - 21.1.2 at any reasonable time (whether or not during usual business hours); and
 - 21.1.3 with their workers, contractors, agents and professional advisers.
- 21.2 The Tenant must allow any person authorised by the terms of a Third Party Right to enter the Property in accordance with that Third Party Right.

22. KEYHOLDERS AND EMERGENCY CONTACT DETAILS

- 22.1 The Tenant must provide to the Landlord in writing the names, addresses, email addresses and telephone numbers of at least two people who each:
 - 22.1.1 hold a full set of keys for the Property;
 - 22.1.2 hold all the access codes for the Tenant's security systems (if any) at the Property; and
 - 22.1.3 may be contacted in case of emergency at any time outside the Tenant's usual business hours.

23. TENANT'S INSURANCE

- 23.1 The Tenant undertakes to take out and maintain, at the Tenant's cost, a policy of insurance during the term of this lease with a reputable and financially stable insurer in relation to the activities and those of its members, employees, volunteers, agents

and contractors at the Property for public liability to a minimum value of £10,000,000 per claim (or such other higher sum as the Landlord may reasonably require).

24. COMPLIANCE WITH LAWS

- 24.1 The Tenant must comply with all laws relating to:
- 24.1.1 the Property and the occupation and use of the Property by the Tenant;
 - 24.1.2 the use or operation of all Service Media and any other machinery and equipment at or serving the Property whether or not used or operated;
 - 24.1.3 any works carried out at the Property; and
 - 24.1.4 all materials kept at or disposed of from the Property.
- 24.2 Within five working days of receipt of any notice or other communication affecting the Property (and whether or not served pursuant to any law) the Tenant must:
- 24.2.1 send a copy of the relevant document to the Landlord; and
 - 24.2.2 take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may require.
- 24.3 The Tenant must not:
- 24.3.1 apply for any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed where the application relates to works permitted under this lease); or
 - 24.3.2 implement any planning permission for the Property without the Landlord's consent (such consent not to be unreasonably withheld or delayed).
- 24.4 Unless the Landlord otherwise notifies the Tenant, before the Termination Date the Tenant must carry out and complete any works stipulated to be carried out to the Property (whether before or after the Termination Date) as a condition of any planning permission for the Property that is implemented before the Termination Date by the Tenant, any undertenant or any other occupier of the Property.
- 24.5 The Tenant must:
- 24.5.1 comply with its obligations under the CDM Regulations;
 - 24.5.2 maintain the health and safety file for the Property in accordance with the CDM Regulations;
 - 24.5.3 give that health and safety file to the Landlord at the Termination Date;
 - 24.5.4 procure, and give to the Landlord at the Termination Date, irrevocable, non-exclusive, non-terminable, royalty-free licence(s) for the Landlord to copy and make full use of that health and safety file for any purpose relating to the

Property. Those licence(s) must carry the right to grant sub-licences and be transferable to third parties without the consent of the grantor; and

- 24.5.5 supply all information to the Landlord that the Landlord reasonably requires from time to time to comply with the Landlord's obligations under the CDM Regulations.
- 24.6 As soon as the Tenant becomes aware of any defect in the Property, the Tenant must give the Landlord notice of it.
- 24.7 The Tenant must indemnify the Landlord against any liability under the Defective Premises Act 1972 in relation to the Property by reason of any failure of the Tenant to comply with any of the tenant covenants in this lease.
- 24.8 The Tenant must keep:
 - 24.8.1 the Property equipped with all fire prevention, detection and fighting machinery and equipment and fire alarms which are required under all relevant laws or required by the insurers of the Property or reasonably³ recommended by them or reasonably required by the Landlord; and
 - 24.8.2 that machinery, equipment and alarms properly maintained and available for inspection.

25. ENERGY PERFORMANCE CERTIFICATES

- 25.1 The Tenant must:
 - 25.1.1 co-operate with the Landlord so far as is reasonably necessary to allow the Landlord to obtain an Energy Performance Certificate and Recommendation Report for the Property including providing the Landlord with copies of any plans or other information held by the Tenant that would assist in obtaining an Energy Performance Certificate and Recommendation Report; and
 - 25.1.2 allow such access to any Energy Assessor appointed by the Landlord as is reasonably necessary to inspect the Property for the purposes of preparing an Energy Performance Certificate and Recommendation Report for the Property.
- 25.2 The Tenant must not commission an Energy Performance Certificate for the Property unless required to do so by the EPC Regulations.
- 25.3 Where the Tenant is required by the EPC Regulations to commission an Energy Performance Certificate for the Property, the Tenant must at the request of the Landlord either:

³ SPB: FOHL should not be obliged to comply with unreasonable recommendations where they are recommendations only (and not requirements).

- 25.3.1 commission an Energy Performance Certificate from an Energy Assessor approved by the Landlord; or
 - 25.3.2 pay the reasonable and proper costs of the Landlord of commissioning an Energy Performance Certificate for the Property.
- 25.4 The Tenant must deliver to the Landlord a copy of any Energy Performance Certificate and Recommendation Report for the Property that is obtained or commissioned by the Tenant or any other occupier of the Property.

26. THIRD PARTY RIGHTS

- 26.1 The Tenant must:
- 26.1.1 comply with the obligations on the Landlord relating to the Third Party Rights to the extent that those obligations relate to the Property; and
 - 26.1.2 not do anything that may interfere with any Third Party Right.

27. THIRD PARTY OCCUPATION

- 27.1 This lease is granted subject to the Hire Agreement and Hosting Agreement and the Tenant shall comply with the Landlord's requirements in relation to the Hire Agreement or the Hosting Agreement.
- 27.2 The Tenant acknowledges that it shall have no right to any payments due under the Hire Agreement or Hosting Agreement and that any such payments shall belong entirely to the Landlord.
- 27.3 The Tenant covenants with the Landlord to observe and comply with the covenants contained in the Hire Agreement and Hosting Agreement in so far as they are subsisting and capable of taking effect.
- 27.4 The Tenant shall keep the Landlord indemnified against all proper liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) suffered or incurred by the Landlord arising out of or in connection with any failure by the Tenant to comply with the covenants referred to at clause 27.3.

28. REGISTRATION OF THIS LEASE

- 28.1 The Tenant must:
- 28.1.1 apply to register this lease at HM Land Registry promptly and in any event within one month following the grant of this lease;
 - 28.1.2 ensure that any requisitions raised by HM Land Registry in connection with its application to register this lease at HM Land Registry are responded to promptly and properly; and

- 28.1.3 send the Landlord official copies of its title within one month of completion of the registration.
- 28.2 The Tenant must not:
 - 28.2.1 apply to HM Land Registry to designate this lease as an exempt information document for the purposes of the Land Registration Rules 2003;
 - 28.2.2 object to an application by the Landlord to HM Land Registry to designate this lease as such an exempt information document; or
 - 28.2.3 apply for an official copy of any exempt information document version of this lease.

29. CLOSURE OF REGISTERED TITLE OR REMOVAL OF ENTRIES IN RELATION TO THIS LEASE

- 29.1 The Tenant must make an application to HM Land Registry to close the registered title of this lease and remove all entries on the Landlord's title relating to this lease promptly (and in any event within one month) following the Termination Date.
- 29.2 The Tenant must:
 - 29.2.1 ensure that any requisitions raised by HM Land Registry in connection with its application to HM Land Registry pursuant to clause 29.1 are responded to promptly and properly; and
 - 29.2.2 keep the Landlord informed of the progress and completion of that application.

30. ENCROACHMENTS AND PRESERVATION OF RIGHTS

- 30.1 The Tenant must not permit any encroachment over the Property or permit any easements or other rights to be acquired over the Property.
- 30.2 If any encroachment over the Property is made or attempted or any action is taken by which an easement or other right may be acquired over the Property, the Tenant must:
 - 30.2.1 inform the Landlord as soon as reasonably practicable and give the Landlord notice of that encroachment or action; and
 - 30.2.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement or other right.
- 30.3 The Tenant must preserve all rights of light and other easements enjoyed by the Property.
- 30.4 The Tenant must not prejudice the acquisition of any right of light or other easement for the benefit of the Property by obstructing any window or opening or giving any

acknowledgement that the right is enjoyed with the consent of any third party or by any other act or default of the Tenant.

30.5 If any person takes or threatens to take any action to obstruct or interfere with any easement or other right enjoyed by the Property or any such easement in the course of acquisition, the Tenant must:

30.5.1 inform the Landlord as soon as reasonably practicable and give the Landlord notice of that action; and

30.5.2 at the request and cost of the Landlord, adopt such measures as may be reasonably required or deemed proper for preventing or securing the removal of the obstruction or the interference.

31. INDEMNITY

31.1 The Tenant must keep the Landlord indemnified against all proper liabilities, expenses, costs (including, but not limited to, any solicitors' or other professionals' costs and expenses), claims, damages and losses (including, but not limited to, any diminution in the value of the Landlord's interest in the Property and loss of amenity of the Property) properly suffered or incurred by the Landlord arising out of or in connection with:

31.1.1 any breach of any tenant covenants in this lease;

31.1.2 any use or occupation of the Property or the carrying out of any works permitted or required to be carried out under this lease; or

31.1.3 any act or omission of the Tenant or any Authorised Person.

31.2 In respect of any claim covered by clause 31.1, the Landlord must:

31.2.1 give notice to the Tenant of the claim as soon as reasonably practicable after receiving notice of it;

31.2.2 provide the Tenant with any information and assistance in relation to the claim that the Tenant may reasonably require;

31.2.3 mitigate its loss where it is reasonable for the Landlord to do so; and

31.2.4 obtain the Tenant's consent (not to be unreasonably withheld or delayed) before settling or admitting any claim.

32. LANDLORD COVENANTS

The Landlord covenants with the Tenant to observe and perform the landlord covenants of this lease during the Term and to comply with clause 4.10 of the Hosting Agreement.

33. QUIET ENJOYMENT

The Landlord covenants with the Tenant that the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

34. LANDLORD'S CONTRIBUTION TO INITIAL REPAIRS

34.1 Within 14 days of the date of this lease, the Landlord shall pay to the Tenant such sum as the Landlord, in its absolute discretion, considers necessary in order to bring the Property into the repair and condition required by this lease.

35. LANDLORD'S ONGOING CONTRIBUTION TO FUNDING

35.1 The Landlord will provide the Tenant with funding in the sum of £15,000 within 14 days of the date of this lease as a contribution towards the maintenance and running costs of the Property for the Permitted Use.

35.2 The Tenant shall have the right to apply to the Landlord in each year of the Term for further funding up to the sum of £15,000 per annum. The availability and provision of such funding will be at the absolute discretion of the Landlord and the Tenant shall comply with all notices and requirements made by the Landlord relating to such funding.

35.3 The Tenant's application referred to at clause 35.2 shall:

35.3.1 be made in accordance with the Landlord's reasonable⁴ requirements;

35.3.2 include spending plans, budgets and details in relation to the scope of works proposed to be carried out at the Property for that relevant year; and

35.3.3 include any other information reasonably required by the Landlord.

35.4 Within one month of completion of any such works mentioned at clause 35.3.2 the Tenant shall supply the Landlord with written evidence that the works have been completed to the Landlord's reasonable satisfaction along with any other evidence reasonably required by the Landlord.

35.5 The Tenant shall keep accurate Records and make the Records available for inspection by the Landlord upon request at any time.

35.6 The Landlord may, in its discretion, arrange for the Records to be audited from time to time by a professionally qualified independent auditor or accountant appointed by the Landlord.

35.7 For the avoidance of doubt, the Tenant's application at clause 35.3 does not obviate the requirement for any consent required under this lease.

⁴ SPB: The Landlord's requirements should be reasonable, otherwise FOHL may be unable to properly apply and obtain the funding that has been agreed.

36. EXERCISE OF RIGHT OF ENTRY

36.1 In exercising any right of entry on to the Property pursuant to paragraph 1.2 of Schedule One, the Landlord must:

36.1.1 except in case of emergency, give reasonable notice of its intention to exercise that right to the Tenant;

36.1.2 cause as little damage as possible to the Property and to any property belonging to or used by the Tenant;

36.1.3 cause as little inconvenience as reasonably possible to the Tenant; and

36.1.4 promptly make good any physical damage caused to the Property by reason of the Landlord exercising that right.

37. RE-ENTRY AND FORFEITURE

37.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

37.1.1 the whole or any part of the Rents is unpaid 21 days after becoming payable (in the case of Annual Rent whether it has been formally demanded or not);

37.1.2 any breach of any condition of, or tenant covenant in, this lease; or

37.1.3 an Insolvency Event.

37.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

38. SECTION 62 OF THE LPA 1925, IMPLIED RIGHTS AND EXISTING APPURTENANT RIGHTS

38.1 The grant of this lease does not create by implication any easements or other rights for the benefit of the Property or the Tenant and the operation of section 62 of the LPA 1925 is excluded.

38.2 The Property is let without the benefit of any existing easements or other rights which are appurtenant to title number WYK811988.

39. EXCLUSION OF SECTIONS 24 TO 28 OF THE LTA 1954

39.1 The parties:

39.1.1 confirm that:

39.1.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;

39.1.1.2 A person who was duly authorised by the Tenant to do so made a statutory declaration dated _____ 2021 in accordance with the requirements of section 38A(3)(b) of the LTA 1954;

39.1.1.3 there is no agreement for lease to which this lease gives effect; and

39.1.2 agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

40. COMPENSATION ON VACATING

Any right of the Tenant (or anyone deriving title under the Tenant) to claim compensation from the Landlord on leaving the Property under the LTA 1954 is excluded (except to the extent that the legislation prevents that right being excluded).

41. NO RESTRICTION ON LANDLORD'S USE

Nothing in this lease shall impose or be deemed to impose any restriction on the use by the Landlord of any neighbouring or adjoining property.

42. LIMITATION OF LIABILITY

The Landlord shall not be liable to the Tenant for any failure of the Landlord to perform any landlord covenant in this lease unless the Landlord has been notified of that failure and has not remedied that failure within a reasonable time following receipt of such notice.

43. TENANT'S OPTION TO BREAK

43.1 The Tenant may terminate this lease by serving a Break Notice on the Landlord at least 6 months before the Break Date.

43.2 A Break Notice served by the Tenant shall be of no effect if at the Break Date stated in the Break Notice the Tenant has not vacated the Property and returned the Property to the Landlord free from any occupier or third party right to occupation or possession.⁵

43.3 Subject to clause 43.2, following service of a Break Notice this lease shall terminate on the Break Date.

43.4 Termination of this lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

⁵ SPB: Reference to breach of covenant is not agreed, the Landlord has other remedies available to them. Deletion of this is in accordance with the RICS code for leasing business premises.

44. BREACH OF REPAIR AND MAINTENANCE OBLIGATION

- 44.1 The Landlord may enter the Property to inspect its condition and state of repair and give the Tenant a notice of any breach of any of the tenant covenants in this lease relating to the condition or repair of the Property.
- 44.2 Following the service of a notice pursuant to clause 44.1, the Landlord may enter the Property and carry out the required works if the Tenant:
- 44.2.1 has not begun any works required to remedy any breach specified in that notice within two months of the notice or, if works are required as a matter of emergency, immediately; or
- 44.2.2 is not carrying out the required works with all due speed.
- 44.3 The costs incurred by the Landlord in carrying out any works pursuant to clause 44.2 (and any professional fees and any VAT in respect of those costs) shall be a debt due from the Tenant to the Landlord and payable on demand.
- 44.4 Any action taken by the Landlord pursuant to this clause 44 shall be without prejudice to the Landlord's other rights (including those under clause 37).

45. NOTICES

- 45.1 Except where this lease specifically states that a notice need not be in writing, any notice given under or in connection with this lease shall be in writing and given:
- 45.1.1 by hand:
- 45.1.1.1 if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- 45.1.1.2 if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- 45.1.1.3 in any other case, at that party's last known place of abode or business in the United Kingdom; or
- 45.1.2 by pre-paid first-class post or other next working day delivery service:
- 45.1.2.1 if the party is a company incorporated in the United Kingdom, at that party's registered office address;
- 45.1.2.2 if the party is a company not incorporated in the United Kingdom, at that party's principal place of business in the United Kingdom; or
- 45.1.2.3 in any other case, at that party's last known place of abode or business in the United Kingdom.
- 45.2 If a notice complies with the criteria in clause 45.1, whether or not this lease requires that notice to be in writing, it shall be deemed to have been received if:

- 45.2.1 delivered by hand, at the time the notice is left at the proper address; or
 - 45.2.2 sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 45.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

46. CONSENTS AND APPROVALS

- 46.1 Where the consent of the Landlord is required under this lease, a consent shall only be valid if it is given by deed unless:
- 46.1.1 it is given in writing and signed by the Landlord or a person duly authorised on its behalf; and
 - 46.1.2 it expressly states that the Landlord waives the requirement for a deed in that particular case.
- 46.2 If a waiver is given pursuant to clause 46.1, it shall not affect the requirement for a deed for any other consent.
- 46.3 Where the approval of the Landlord is required under this lease, an approval shall only be valid if it is in writing and signed by or on behalf of the Landlord unless:
- 46.3.1 the approval is being given in a case of emergency; or
 - 46.3.2 this lease expressly states that the approval need not be in writing.
- 46.4 If the Landlord gives a consent or approval under this lease, the giving of that consent or approval shall not:
- 46.4.1 imply that any consent or approval required from a third party has been obtained; or
 - 46.4.2 obviate the need to obtain any consent or approval from a third party.
- 46.5 Where the Tenant requires the consent or approval of any mortgagee to any act or omission under this lease, then (subject to clause 1.12) at the cost of the Tenant the Landlord must use reasonable endeavours to obtain that consent or approval.
- 46.6 Where:
- 46.6.1 the consent of a mortgagee is required under this lease, a consent shall only be valid if it would be valid as a consent given under the terms of the mortgage; or
 - 46.6.2 the approval of a mortgagee is required under this lease, an approval shall only be valid if it would be valid as an approval given under the terms of the mortgage.

47. VAT

47.1 All sums payable by either party under or in connection with this lease are exclusive of any VAT that may be chargeable.

47.2 A party to this lease must pay VAT in respect of all taxable supplies made to that party in connection with this lease on the due date for making any payment or, if earlier, the date on which that supply is made for VAT purposes.

47.3 Every obligation on either party, under or in connection with this lease, to pay any sum by way of a refund or indemnity, includes an obligation to pay an amount equal to any VAT incurred on that sum by the receiving party (except to the extent that the receiving party obtains credit for such VAT).

48. CHARITIES ACT 2011

The Property will, as a result of this lease, be held by (or in trust for) Friends of Honley Library (CIO), a non-exempt charity, and the restrictions on dispositions imposed by sections 117 to 121 of the Charities Act 2011 will apply to the land (subject to section 117(3) of that Act).

49. JOINT AND SEVERAL LIABILITY

Where a party comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of that party arising under this lease. The party to whom those obligations and liabilities are owed may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.

50. ENTIRE AGREEMENT

50.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

50.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).

50.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

50.4 Nothing in this clause shall limit or exclude any liability for fraud.

51. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

This lease does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

52. GOVERNING LAW

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

53. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this lease or its subject matter or formation.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE ONE RESERVATIONS

1. Subject to paragraph 2 and paragraph 3 of this Schedule, the Landlord excepts and reserves from this lease the following rights:
 - 1.1 Rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term.
 - 1.2 Subject to the Landlord complying with clause 34, the right to enter the Property for any other purpose mentioned in or connected with:
 - 1.2.1 this lease;
 - 1.2.2 the Reservations; or
 - 1.2.3 the Landlord's interest in the Property or any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
 - 1.3 The right to:
 - 1.3.1 use and connect into Service Media at the Property which are in existence at the date of this lease or which are installed or constructed during the Term;
 - 1.3.2 install and construct Service Media at the Property to serve any neighbouring or adjoining property in which the Landlord acquires an interest during the Term; and
 - 1.3.3 re-route and replace any Service Media referred to in this paragraph.
 - 1.4 At any time during the Term, the full and free right to build, rebuild, alter or develop any neighbouring or adjoining property in which the Landlord acquires an interest during the Term as the Landlord may think fit.
 - 1.5 The right to erect scaffolding at the Property and attach it to any part of the Property in connection with any of the Reservations provided that the Landlord must:
 - 1.5.1 ensure that the scaffolding causes the least amount of obstruction to the entrance to the Property as is reasonably practicable;
 - 1.5.2 remove the scaffolding as soon as reasonably practicable;
 - 1.5.3 following removal of the scaffolding, make good any damage to the exterior of the Property caused by the scaffolding; and
 - 1.5.4 if the scaffolding obstructs any of the Tenant's Signs erected at the Property, allow the Tenant to display on the exterior of the scaffolding a reasonable number of signs of sizes and designs and in locations approved by the Landlord (such approval not to be unreasonably withheld or delayed).

2. The Reservations:
 - 2.1 Are excepted and reserved notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.
 - 2.2 May be exercised by:
 - 2.2.1 the Landlord;
 - 2.2.2 anyone else who is or becomes entitled to exercise them; and
 - 2.2.3 anyone authorised by the Landlord.
 - 2.3 Are excepted and reserved to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
3. No party exercising any of the Reservations, nor its workers, contractors, agents and professional advisers, shall be liable to the Tenant or to any undertenant or other occupier of or person at the Property for any loss, damage, injury, nuisance or inconvenience arising by reason of its exercising any of the Reservations except for:
 - 3.1 Physical damage to the Property.
 - 3.2 Any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Landlord from excluding liability.

SCHEDULE TWO INSURANCE

1. LANDLORD'S OBLIGATION TO INSURE

- 1.1 Subject to paragraph 1.2 and paragraph 1.3 of this Schedule, the Landlord must keep the Property insured against loss or damage by the Insured Risks for the Reinstatement Cost.
- 1.2 The Landlord shall not be obliged to insure:
- 1.2.1 the Excluded Insurance Items or repair any damage to or destruction of the Excluded Insurance Items. References to the Property in this Schedule Two shall exclude the Excluded Insurance Items;
 - 1.2.2 any alterations to the Property that form part of the Property unless:
 - 1.2.2.1 those alterations are permitted or required under this lease;
 - 1.2.2.2 those alterations have been completed in accordance with this lease and (where applicable) in accordance with the terms of any consent or approval given under this lease; and
 - 1.2.2.3 the Tenant has notified the Landlord of the amount for which those alterations should be insured and provided evidence of that amount that is satisfactory to the Landlord (acting reasonably); or
 - 1.2.3 the Property when the insurance is vitiated by any act or omission of the Tenant or any Authorised Person.
- 1.3 The Landlord's obligation to insure is subject to any limitations, excesses and conditions that may be imposed by the insurers.

2. LANDLORD TO PROVIDE INSURANCE DETAILS

- 2.1 In relation to any insurance effected by the Landlord under this Schedule Two, the Landlord must:
- 2.1.1 at the request of the Tenant (such request not to be made more frequently than once a year) supply the Tenant with:
 - 2.1.1.1 full details of the insurance policy;
 - 2.1.1.2 evidence of payment of the current year's premiums; and
 - 2.1.1.3 details of any commission paid to the Landlord by the Landlord's insurer;
 - 2.1.2 procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable after Landlord or its agents becoming aware of the change.

3. TENANT'S OBLIGATIONS

3.1 The Tenant must:

- 3.1.1 promptly inform the Landlord if any matter occurs in relation to the Tenant or the Property that any insurer or underwriter may treat as material in deciding whether or on what terms to insure or to continue to insure the Property and must also give the Landlord notice of that matter;
- 3.1.2 not do or omit to do anything as a result of which:
 - 3.1.2.1 any insurance policy for the Property may become void or voidable or otherwise prejudiced;
 - 3.1.2.2 the payment of any policy money may be withheld; or
 - 3.1.2.3 any increased or additional insurance premium may become payable (unless the Tenant has previously notified the Landlord and has paid any increased or additional premium (including any IPT due on that amount));
- 3.1.3 comply at all times with the requirements and reasonable⁶ recommendations of the insurers relating to the Property provided such requirements have been notified to the Tenant in writing;
- 3.1.4 give the Landlord prompt notice of the occurrence of:
 - 3.1.4.1 any damage or loss relating to the Property arising from an Insured Risk; or
 - 3.1.4.2 any other event that might affect any insurance policy relating to the Property;
- 3.1.5 except for the Excluded Insurance Items, not effect any insurance of the Property but, if the Tenant becomes entitled to the benefit of any insurance proceeds in respect of the Property, pay those proceeds or cause them to be paid to the Landlord; and
- 3.1.6 pay the Landlord an amount equal to any insurance money that the insurers of the Property refuse to pay in relation to the Property by reason of any act or omission of the Tenant or any Authorised Person.

4. LANDLORD'S OBLIGATION TO REINSTATE FOLLOWING DAMAGE OR DESTRUCTION BY AN INSURED RISK

- 4.1 Following any damage to or destruction of the Property by an Insured Risk, the Landlord must:
 - 4.1.1 use reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and

⁶ SPB: The Tenant should be required to comply with reasonable recommendations only (given they are not requirements).

- 4.1.2 reinstate the Property except that the Landlord shall not be obliged to:
 - 4.1.2.1 reinstate unless all necessary planning and other consents are obtained;
 - 4.1.2.2 reinstate unless the Tenant has paid the sums due under paragraph 3.1.6 of this Schedule;
 - 4.1.2.3 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - 4.1.2.4 reinstate after a notice to terminate has been served pursuant to this Schedule Two.
- 4.2 If the Landlord is obliged to reinstate the Property pursuant to paragraph 4.1.2 of this Schedule, the Landlord must use all insurance money received (other than for loss of rent) and all sums received under paragraph 3.1.6 of this Schedule for the purposes of that reinstatement.
- 5. TERMINATION IF REINSTATEMENT IMPOSSIBLE OR IMPRACTICAL FOLLOWING PROPERTY DAMAGE BY AN INSURED RISK**
- 5.1 Following Property Damage by an Insured Risk, if the Landlord (acting reasonably) considers that it is impossible or impractical to reinstate the Property, the Landlord may terminate this lease by giving notice to the Tenant.
- 6. TERMINATION IF REINSTATEMENT NOT COMPLETE BY EXPIRY OF THREE YEARS**
- 6.1 If Property Damage by an Insured Risk or an Uninsured Risk (where the Landlord elected to reinstate under paragraph 7.1.2) occurs and the Property has not been reinstated so as to make it fit for occupation and use by the date which is three years after the date on which that Property Damage occurred, either party may at any time thereafter terminate this lease by giving notice to the other provided that:
 - 6.1.1 such notice is served before the Property has been reinstated so as to make it fit for occupation and use; and
 - 6.1.2 where the Tenant serves the notice, the failure to reinstate so that the Property is fit for occupation and use is not caused by a breach of the Tenant's obligations under clause 14 or this Schedule Two.
- 7. PROPERTY DAMAGE BY AN UNINSURED RISK**
- 7.1 If any Property Damage by an Uninsured Risk occurs then, within 12 months from and including the date on which the Property Damage occurred, the Landlord must either:
 - 7.1.1 terminate this lease by giving notice to the Tenant; or

- 7.1.2 notify the Tenant that it intends to reinstate the Property at its own cost.
- 7.2 If the Landlord notified the Tenant under paragraph 7.1.2 that it intends to reinstate the Property, then the Landlord must use:
 - 7.2.1 reasonable endeavours to obtain all necessary planning and other consents to enable the Landlord to reinstate the Property; and
 - 7.2.2 its own monies to reinstate the Property but the Landlord shall not be obliged to:
 - 7.2.2.1 reinstate unless all necessary planning and other consents are obtained;
 - 7.2.2.2 provide accommodation or facilities identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided; or
 - 7.2.2.3 reinstate after a notice to terminate has been served pursuant to this Schedule Two.
 - 7.2.3 If paragraph 7.1 applies but the Landlord has not served a notice under either paragraph 7.1.1 or paragraph 7.1.2 by the date which is 12 months from and including the date on which the relevant Property Damage occurred, the Tenant may at any time thereafter terminate this lease by giving notice to the Landlord provided that such notice is served before the Property is made fit for occupation and use

8. CONSEQUENCES OF TERMINATION

- 8.1 If either party gives a notice to terminate this lease in accordance with this Schedule Two:
 - 8.1.1 this lease shall terminate with immediate effect from the date of the notice;
 - 8.1.2 none of the parties shall have any further rights or obligations under this lease except for the rights of any party in respect of any earlier breach of this lease; and
 - 8.1.3 any proceeds of the insurance for the Property shall belong to the Landlord.

9. TENANT DAMAGE

- 9.1 If any damage or destruction of the Property by an Uninsured Risk is caused by Tenant Damage, the Landlord shall not be obliged to reinstate the Property but if the Landlord chooses to do so, the Tenant must pay on demand all costs incurred by the Landlord in reinstating.

EXECUTED AS A DEED by affixing

THE COMMON SEAL of

HOLME VALLEY PARISH COUNCIL

in the presence of:-

Authorised Signatory

Print Name:

Authorised Signatory

Print Name:

Executed as deed by **FRIENDS OF HONLEY LIBRARY**, a Charitable Incorporated Organisation, acting by [NAME OF FIRST TRUSTEE] and [NAME OF SECOND TRUSTEE], two of its charity trustees

.....
Charity trustee
.....
Charity trustee

DATED

HOSTING AGREEMENT

relating to the area known as

Area 01L Honley Library, West Avenue, Honley HD9 6HF

between

Holme Valley Parish Council

and

The Council of the Borough of Kirklees

This agreement is dated

2022

Parties

- (1) **Holme Valley Parish Council** of Holmfirth Civic Hall Huddersfield Road Holmfirth HD9 3AS (**Hosting Party**)
- (2) **The Council of the Borough of Kirklees** of the Town Hall Huddersfield HD1 2TA (**Council**)

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions:

Building: Honley Library, West Avenue, Honley, Holmfirth, HD9 3AS and shown edged red on Plan 1.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Property and the Communal Facilities

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Library Hours: the following hours:

Monday 12.45 pm – 5.15 pm

Tuesday 12.45 pm – 6.15 pm

Wednesday 9.45 am – 1.15 pm

Friday 12.45 pm – 5.15 pm

Saturday 9.45 am – 1.15 pm

(each such period being a “**library session**” and which includes 15 minutes at the start and end of that library session to allow setting up and closing down of the library) or such other hours as the Hosting Party and Council agree pursuant to clause 5

Designated Storage Area: 02STO - Shared storage cupboard in office/kitchen area

Communal Facilities: Toilets (03WC), Kitchen (04K), Office (04K), Storage cupboard (02STO) as shown [] on the Plan

Hosting Period: the period from and including 2022 until the date on which this agreement is determined in accordance with clause 6.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Permitted Use: Library and information centre.

Plan: the plan attached to this agreement marked "Plan".

Property: Area 01L of the existing library premises as shown [] on the Plan which shall include all fixtures and fittings and plant and machinery thereon.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.9 A reference to **writing** or **written** excludes fax and e-mail.

- 1.10 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.11 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.12 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.13 Unless expressly provided otherwise, the obligations and liabilities of the Hosting Party under this agreement are joint and several.
- 1.14 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. Licence to occupy

- 2.1 Subject to clause 6, the Hosting Party permits the Council to occupy the Property for the Permitted Use for the Hosting Period during the Library Hours in common with the Hosting Party and all others authorised by the Hosting Party (so far as is not inconsistent with the rights given to the Council to use the Property for the Permitted Use) together with the rights mentioned in Schedule Schedule 1.
- 2.2 The Council acknowledges that:
- (a) the Council shall occupy the Property as a licensee and that no relationship of landlord and tenant is created between the Hosting Party and the Council by this agreement;
 - (b) the Hosting Party retains control, possession and management of the Property;
 - (c) the licence to occupy granted by this agreement is personal to the Council and is not assignable; and
 - (d) at any time outside of the Library Hours when the Council is not using the Property the Hosting Party may use the Property in connection with the Hosting Party's own business

3. Council's obligations

The Council agrees and undertakes:

- (a) not to use the Property other than for the Permitted Use;

- (i) to put away books, laptops and library equipment at the end of each library session PROVIDED ALWAYS that there shall be no obligation on the Council to move shelving or computers after a library session.
- (b) to leave the Property tidy and clear of rubbish at the end of a library session;
- (c) provided the Council has been provided with the necessary keys and codes, the Council shall close and lock up the Building if it is empty at the end of a library session unless otherwise directed by the Hosting Party;
- (d) to leave the Property in a clean and tidy condition and to remove the Council's equipment and goods from the Property at the end of the Hosting Period;
- (e) not to make any alteration or addition to the Property save as required or permitted by any other provision contained in this Agreement;
- (h) not to knowingly cause or knowingly permit to be caused any damage to:
 - (i) the Property or the Building; or
 - (ii) any property of the owners or occupiers of the Property or the Building; and
 - (iii) and to make good any damage caused by the Council and their Permitted Use during the Library Hours as soon as reasonably practicable to the reasonable satisfaction of the Hosting Party.
- (i) not to obstruct the Common Parts, make them dirty or untidy or leave any rubbish on them;
- (j) not to apply for any planning permission in respect of the Property without the prior written consent of the Hosting Party;
- (k) not to knowingly do anything that will or which the Council is aware might constitute a breach of any Necessary Consents affecting the Property or which the Council is aware will or might vitiate in whole or in part any insurance effected by the Hosting Party in respect of the Property and Building from time to time;
- (l) to observe any reasonable rules and regulations the Hosting Party makes and notifies to the Council from time to time governing the Council's use of the Common Parts;
- (m) to indemnify the Hosting Party and keep the Hosting Party indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (i) this agreement;
 - (ii) any breach of the Council's undertakings contained in this clause 3; and/or

- (iii) the exercise of any rights given in clause 2.

4. Hosting Party's obligations

The Hosting Party agrees and undertakes:

- 4.1 to carry out and provide the services set out in Schedule 2 and use of the Communal Facilities for the duration of the Hosting Period
- 4.2 to ensure that the Property has the benefit of all Necessary Consents
- 4.3 not to do or permit anything to be done on or in the Building during the Library Hours which would disturb or interfere with the delivery of a library service and use of the Property as a library.
- 4.4 not to cause or permit to be caused any damage to any property belonging to or used by the Council or its library visitors;
- 4.5 to pay all business rates, utilities, services and all other outgoings in respect of the Property.
- 4.6 to keep the Building open and the Property and Communal Facilities accessible by the Council and its library visitors during the Library Hours
- 4.7 to provide the Council with all necessary keys and codes to both entrances to the Building so as to ensure that the Council and its library visitors can gain access to the Property and the Communal Facilities at any time for any purposes associated or connected with the running of a library from the Property except when the Property is being used by paying hirers.
- 4.8 to safely store the Council's portable shelving and equipment when the Property and the Communal Facilities (as appropriate) are being used for other purposes or by any party other than the Council
- 4.9 to comply with and discharge all statutory requirements in respect of the Building and those relating to the use of the Building as a building where there are visiting members of the public and to provide evidence of compliance with this obligation when requested by the Council (acting reasonably)
- 4.10 subject to any limitations, excesses and conditions that may reasonably be imposed by the insurers and are accepted as common practice in the insurance market, with an insurance office of repute, to:

- (a) arrange building insurance for the Building against all usual perils and for its full reinstatement value;
- (b) maintain insurance to cover the risk of damage to the Council's portable shelving and equipment for the full cost of repairing or replacing it as new provided that the Council has notified the Hosting Party of the replacement sum for which they should be insured;
- (c) maintain a level of occupiers liability insurance cover for the Building that is commensurate with the use of the Building (including the use of the Property as a library where there are visiting members of the public) in the joint names of the Hosting Party and the Council to a minimum value of Ten Million Pounds (£10,000,000) for each and every claim (or such higher sum as the Council shall from time to time reasonably require)

and to provide the Council with copies of such insurance policies upon reasonable request and to notify the Council of any changes to any of the limitations, excesses and conditions applicable to such insurance policies

- 4.11 replace or repair (as necessary) as new any damage caused to the Council's portable shelving and/or Equipment whilst it is at the Building and not being used by the Council.
- 4.12 not to connect into the Council's IT servers without the prior written consent of the Council
- 4.13 not to sell, grant a lease, or otherwise dispose of its interest in the Property during the Hosting Period, without first procuring that the party acquiring such interest enters into a deed of covenant direct with and in favour of the Council to observe and perform the terms of this agreement and forthwith delivers the same to the Council.
- 4.14 if requested to do so by the Council, to forthwith enter into any wayleave agreement which may be required by the broadband supplier in connection with the broadband installation referred to in paragraph 1.9 of Schedule 1 in such form as the broadband supplier shall require.

5. Change of Library Hours

5.1 The Council may change the Library Hours:

- (a) immediately upon the giving of notice to the Hosting Party if:
 - (i) there are local or national regulations in place that prevent the library from being open at the hours of the Council's choosing; or

- (ii) there is not the availability of staff whether through sickness, home schooling needs, or because they had to be re-allocated to other projects at the direction of the national or local government
- (b) by giving to the Hosting Party not less than three months prior written notice and subject to the Hosting Party's consent (which must not be withheld or delayed unless the change to the Library Hours would require the Hosting Party to cancel any long-term booking of the Property made before service of the Council's notice)

5.2 The Hosting Party shall not operate bookings in a manner which frustrates a change of Library Hours.

6. Termination

6.1 This agreement shall end on the earliest of:

- (a) [] 2027; and
- (b) the expiry of not less than one months' notice given by the Council to the Hosting Party

6.2 Termination of this agreement shall not affect the rights of either party in connection with any breach of any obligation under this agreement which existed at or before the date of termination.

7. Notices

7.1 Any notice or other communication given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party as follows:

- (a) to the Hosting Party at: Holmfirth Civic Hall, Huddersfield Road, Holmfirth HD9 3AS and marked for the attention of [] ; and
- (b) to the Council at: [] and marked for the attention of []

or as otherwise specified by the relevant party by notice in writing to each other party.

7.2 Any notice or other communication given in accordance with clause 7.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

7.3 A notice or other communication given under this agreement shall not be validly given if sent by e-mail.

7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. Third party rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

9. Governing law

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

10. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive non-exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 Rights granted to Council

1. The right for the Council to:
 - 1.1 use the Communal Facilities
 - 1.2 pass along and use emergency exit routes and the Common Parts for the purpose of access to and egress from the Property and the Communal Facilities
 - 1.3 use the Designated Storage Area for storage of the Council's equipment and other items and to have access to it at all times during the Hosting Period.
 - 1.4 use the Service Media serving the Property
 - 1.5 subject to consultation with and agreement of the Hosting Party, affix and retain any further shelving to any wall of the Property provided it is done in a good and workmanlike manner with appropriate materials
 - 1.6 affix and retain signage of an appropriate size to the external elevations of the Building identifying the nature of the business (for example library, opening hours, information about the library), provided that any such signage is of a design, size and number appropriate to the Permitted Use
 - 1.7 store shelving and computers at the Property
 - 1.8 use the Property for any purposes associated or connected with the running of a library from the Property except when the Property is being used by paying hirers
 - 1.9 install a broadband supply at the Building for use by the Council in relation to the Permitted Use
 - 1.10 access the Building and carry out (at the Council's absolute discretion) any of the cleaning services set out in Schedule 3 except when the Property is being used by paying hirers

Schedule 2 Services

1. The Hosting Party shall for the duration of the Hosting Period ensure that:
 - 1.1. the Property is appropriately furnished
 - 1.2. the Property is clear of any furniture equipment or objects (which are not connected to the Permitted Use) during the Library Hours;
 - 1.3. the Property and Communal Facilities are heated so that during the months of November to March inclusive the temperature is not less than 20 degrees centigrade during the Library Hours.
 - 1.4. the Property and Communal Facilities are cleaned on a regular basis and kept tidy
 - 1.5. hot and cold water and appropriate sanitary products are supplied to the toilets
 - 1.6. hot and cold water and appropriate kitchen equipment is provided in the kitchen
 - 1.7. electricity is provided to the Property
 - 1.8. telecoms and all other utilities and service media required to enable the Council to deliver the Permitted Use are provided to the Property
 - 1.9. the Property is in good repair and condition and is physically fit and appropriate for the delivery of a library service

Schedule 2 Cleaning

EXECUTED AS A DEED by
affixing **THE COMMON SEAL** of
HOLME VALLEY PARISH COUNCIL

in the presence of:

Authorised Signatory

Print Name:

Authorised Signatory

Print Name:

EXECUTED AS A DEED by affixing
THE CORPORATE COMMON SEAL of
THE COUNCIL OF THE BOROUGH
OF KIRKLEES in the presence of:-

Assistant Director - Legal, Governance
& Monitoring / Authorised Signatory

Print Name:

THIS AGREEMENT is made the day of 2022

BETWEEN

1. **Holme Valley Parish Council** of Holmfirth Civic Hall Huddersfield Road Holmfirth HD9 3AS (“ the Owner”); and
2. **The Council of the Borough of Kirklees** of the Town Hall Huddersfield HD1 2TA (“the Council”)

BACKGROUND

- (A) The Council transferred the Building to the Owner by way of a transfer of even date hereto
- (B) The parties agreed that the Council would be granted the right to hire the Premises (herein after defined) on Election Days following the date of this document

1. DEFINITIONS

IN this Agreement the following words shall have the following meanings:

Commencement : The date of this agreement
Date

Election Days : Any day when:

- a) there is an election held where the electorate of that part of Honley where the Premises is situated is entitled to vote and which includes (but without limitation) scheduled and unscheduled Parliamentary elections, scheduled and unscheduled assembly elections (if any), scheduled and unscheduled regional assembly elections (if any), scheduled and unscheduled council elections, scheduled and unscheduled town and parish elections; Police and Crime Commissioner elections (including by-elections); or
- b) there is a referendum held where the electorate of that part Honley where the Premises is situated is entitled to vote

And any one of them shall be an Election Day.

- Hire Fee : the hire fee payable shall be the daily hire fee charged by the Owner for the Premises from time to time PROVIDED THAT this fee shall not be materially greater than daily hire fees generally chargeable by other community organisations within the borough of Kirklees for the daily hire of commensurate facilities. If it is materially greater then the Hire Fee shall be capped at 125% of the daily hire fees generally chargeable by other community organisations within aforementioned borough of Kirklees for the daily hire of commensurate facilities
- Premises : Honley Library, West Avenue, Honley HD9 6HF as shown edged red on plan attached
- Term : From the Commencement Date until terminated by the Council in accordance with the terms of this Agreement.

2. INTERPRETATION

- 2.1 Unless the context otherwise requires references in this Agreement to clauses and to schedules are to clauses and schedules in this Licence and reference to a clause includes a subclause
- 2.2 The headings to clauses and other parts of this Agreement are for reference only and do not affect its construction
- 2.3 A reference to a person includes an individual, a corporation, company firm or partnership or government body or agency whether or not legally capable of holding land
- 2.4 A reference to the Owner shall unless otherwise stated include their respective successors in title

3. OPTION

The Owner agrees that the Council shall during the Term have the option to hire the Premises on Election Days in return for paying the Hire Fee to the Owner.

4. BOOKING ARRANGEMENTS

- 4.1 If The Council wishes to exercise its option as set out in clause 3 above for an Election Day in accordance with the terms of this agreement then it must exercise its option to do so by giving the Owner not less than 3 weeks prior written notice (“the Booking Notice”).
- 4.2 The receipt of the Booking Notice shall constitute a hire agreement for the Premises for the relevant Election Day referred to in the Booking Notice on the terms set out in this agreement and in Schedule 1.
- 4.3 If the Council wishes to cancel any booking then they must do so by giving the Owner not less than 3 days’ notice.
- 4.4 The Parties shall act in good faith towards the other in respect of bookings. The Owner shall not operate the bookings in a manners which frustrates the exercise of the Council’s option under clause 3 of this agreement and the Council shall only exercise its option under clause 3 if it intends to use the Premises on an Election Day.

5. PAYMENT OF HIRE FEE

The Hire Fee for each Election Day shall become due to the Owner one month after the Election Day has taken place.

6. DISPOSAL BY OWNER

- 6.1 The Owner shall not sell, grant a lease, or otherwise dispose of its interest in the Premises, without first procuring that the party acquiring such interest enters into a deed of covenant direct with and in favour of the Council to observe and perform the terms of this agreement and forthwith delivers the same to the Council.

7. TERMINATION

- 7.1 The Council shall have the right to terminate this agreement on one months prior written notice served on the Owner.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED AS A DEED by
affixing **THE COMMON SEAL** of
HOLME VALLEY PARISH COUNCIL

in the presence of:

Authorised Signatory

Print Name:

Authorised Signatory

Print Name:

EXECUTED AS A DEED by affixing
THE CORPORATE COMMON SEAL of
THE COUNCIL OF THE BOROUGH
OF KIRKLEES in the presence of:-

Assistant Director - Legal, Governance
& Monitoring / Authorised Signatory

Print Name:

3.2.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Owner

3.3 Supervision

During an Election Day the Council is to be responsible for the efficient supervision of the Premises including the effective control of all visitors to the Premises and the orderly and safe vacation of the Premises in the case of emergency

3.4 Decoration and Advertising

No posters may be displayed other than those which are for the sole purpose of indicating that the Premises is in use by the Council as a polling station or which constitute directional signs. Such boards may be placed either within or outside the Premises provided that any such posters or boards are removed at the end of the period of two weeks after the relevant Election Day.

3.4 Statutory Requirements

The Council must not do or permit any act matter or thing which would or might constitute a breach of any Statutory Requirement affecting the Premises

3.5 Expiration of Period of Hiring

3.5.1 After an Election Day the Council is to leave the Premises in an orderly state PROVIDED ALWAYS that the Council shall not be required to remove the polling booths within the Premises until the expiry of the period of two weeks after the relevant Election Day.

4. The Owner's Obligations

4.1 Condition of the Premises

The Owner will ensure that at the beginning of each Election Day the Premises are:

- 4.1.1 in good repair and condition; and
- 4.1.2 clean and tidy; and
- 4.1.3 appropriately furnished; and
- 4.1.4 appropriately lit; and

- 4.1.5 with a level of heating and ventilation appropriate for the time of year PROVIDED ALWAYS that between the months of October to March the temperature shall be maintained at 20 degrees centigrade; and
- 4.1.6 with adequate supplies of hot and cold water and appropriate sanitary products; and
- 4.1.7 with supplies of hot and cold water and appropriate kitchen equipment; and
- 4.1.8 compliant with all Statutory Requirements for the Permitted Use; and
- 4.1.9 free from all posters of a political nature.

4.2 Hours of opening

The Owner shall keep the Premises open and available for use by the Council on Election Days between the hours of 6am and midnight.

4.3 Insurance

The Owner shall procure that the Premises has a level of Occupiers Liability insurance cover that is commensurate with the use of the Premises

5. Additional Rights to the Council

- 5.1 The Owner agrees that the Council shall have the right to:
 - 5.1.1 deliver to the Premises polling booths at any time during the Premises opening hours during the two week period preceding the relevant Election Day;
 - 5.1.2 store the polling booths within the Premises during the two week period preceding the relevant election Day and during the two week period following the relevant Election Day in such area as is suitable and is designated by the Owner (acting reasonably) from time to time, provided that if the Council serves notice to cancel the booking in accordance with clause 4.3, the Council shall remove any polling booths at the Premises as soon as reasonably possible; and
 - 5.1.3 enter the Premises to remove the polling booths stored within the Premises in accordance with 5.1.1 and 5.1.2 until the expiry of the period of two weeks after the relevant Election Day

Holmfirth Civic Hall Community Trust Report to HVPC Service Provision Committee 12th September 2022

This report is provided to give the Service Provision Committee an update on activities at The Civic, Holmfirth and includes an update on ongoing projects, current activities and fundraising plans and finances.

Ongoing projects

The works to replace the toilets and create an office and a store are nearing completion following several delays along the way. The majority of the works were completed in time for Holmfirth ArtWeek, but there are a variety of finishing off works still to complete. The Fire Escape is currently being built by the fabricators and is expected to be installed over the coming weeks..

Income and expenditure on the project so far is detailed below:-

Description	Income	Expenditure	Balance
Holme Valley Parish Council – toilets-office-store	60,000.00		60,000.00
Holme Valley Parish Council – fire escape	10,000.00		70,000.00
League of Friends of Holme Valley Hospital	55,000.00		125,000.00
Holme Valley Masonic Lodge	5,000.00		130,000.00
One Community – Bright Green Fund	2,000.00		132,000.00
Holmfirth Civic Hall Community Trust funds	25,000.00		157,000.00
Architect's fees		4,100.00	152,900.00
Planning related fees		792.00	152,108.00
Miscellaneous fees (toilet hire/parking permits/wifi/furniture)		1171.00	151,457.00
Contractor fees		133,440.00	41,417.00
TOTAL	£157,000.00	£139,503.00	£17,497.00

A contractor has been selected to undertake the replacement of lighting around the building with LEDs, it has been hoped that these works could be completed over the summer holiday, but this has not been possible and so will be undertaken as smaller individual works over the coming months.

Our caretaker is leading a group of volunteers on the repainting of the lower half of the Large Hall, this is being done over several weeks when the Hall isn't in use. Some cleaning of the upper half of the walls is also being undertaken and might lead later to further redecoration.

Future Projects

Trustees are currently seeking an architects practise with whom they can develop a long term relationship, the work will be two-fold – firstly to develop a full condition improvement plan for the building so that we can better plan general repairs and maintenance; secondly to help shape a vision for longer term projects.

We have a preliminary list of identified projects and work is underway to identify appropriate sources of funding. Initially we would like to complete works on the communal areas of the building and so a scheme is being developed for the refurbishment and redecoration of the foyer, staircases and landings and another scheme to create what we're calling a Heritage Wall, where we relocate all the memorial plaques around the building into one place in the corridor by the new toilets.

Other schemes being explored include:-

- Exterior works to include new lighting, gate, archway lantern, banners, notice boards and signwriting
- Redecoration/redesign Club Room, including kitchenette and toilet facilities
- Gardening/landscaping areas outside large hall (potential area for memorial tree)
- Large Hall: complete redecoration, consider sound and lighting options, explore potential to reveal original ceiling; assess natural life of floor and plan to sand back, revarnish, refurbish kitchenette, create designated bar area..
- Lesser Hall: redecoration, consider lighting options, assess natural life of floor and plan to sand back, revarnish etc.
- Curtains/window dressings throughout, clean, rehang and/or replace as required, inc stages
- Refurbishment, redesign and refit of downstairs kitchen
- Refurbishment, redesign and refit of upstairs kitchen
- Assess natural life of all exterior doors with a view to identifying priority for refurbishment and/or replacement.
- Assess natural life of all exterior windows with a view to identifying priority for refurbishment and/or replacement.
- Explore options for space at the rear of the reception room now ArtWeek boards have been removed to new storage areas.

Current Activities

We continue to see an increase in footfall as more and more classes return to their pre-pandemic numbers. We have seen some new hirers coming into the building, along with a variety of other events and activities.

A schedule of some of the forthcoming events are provided for information at the end of the report to give a flavour of the clubs and classes, events and activities taking place.

Finances

Profit and loss for the previous financial year (April 2021 to March 2022, audit underway), along with year to date for the current year (April 2022 to August 2022) are shown below for information.

	April 2021 to March 2022	April to August 2022
	£	£
Total Receipts	205,221	54,299
Less cost of sales	19,150	20,154
Gross Profit	£186,071	£34,145
Payroll expenses	56,562	25,897
Other expenses	44,438	17,640
Net Operating Income	£101,000	£43,537
Other income	32	0
Net Income	£85,103	(£9,392)*

*includes expenses for building projects for which income was received in a previous year.

All income and expenditure continues to be closely managed and current balances are made up of £36,068.43 in the current account and £17,766.64 in the restricted reserves account.

We are particularly mindful of increasing gas and electricity prices and are currently discussing contracts with providers, nonetheless we are anticipating new contracts due in September for electricity and June next year for gas to be significantly higher than we are currently paying. We are asking all hirers to assist us in conserving energy and keeping bills low by turning lights off, reducing heating times etc.

We hope you find this report helpful in terms of how HCHCT continue to run and manage The Civic, if there are other aspects of the work of HCHCT or The Civic please let us know and they can be incorporated into future updates as required.

WHAT'S ON AT THE CIVIC CLUBS AND CLASSES

MONDAY		
10.00am to 11.00am	Large Hall	Zumba – tAlkactive
11.15am to 12.15pm	Lesser Hall	Pilates - tAlkactive
2.00pm to 3.00pm	Large Hall	U3A Badminton – Holme Valley U3A
6.30pm to 7.30pm	Lesser Hall	Mixed Ability Pilates – Julie Edwards
7.30pm to 8.30pm	Lesser Hall	Improvers Pilates – Julie Edwards
7.00pm to 9.00pm	Large Hall	Badminton – Netherthong BC
7.00pm to 9.00pm	Exhibition Room	Holme Valley Parish Council Meeting
TUESDAY		
2.00pm to 3.00pm	Lesser Hall	Mixed Ability Pilates – Julie Edwards
4.15pm to 6.15pm	Large Hall	Junior Badminton – Mike Bennett
8.00pm to 9.30pm	Large Hall	Badminton – Holmfirth BC
WEDNESDAY		
10.00am to 11.00am	Large Hall	Zumba Gold – Jo Hampshire
11.15am to 12.15pm	Lesser Hall	Pilates – PhysioKaren
4.30pm to 5.50pm	Large Hall	Children's Football – Kixx
6.30pm to 9.30pm	Reception Room	Huddersfield Samba
7.30pm to 10.30pm	Large Hall	Vibejive Dance Club
THURSDAY		
FRIDAY		
9.30am to 11.30am	Large Hall	Ladies Badminton
9.30am to 1.30pm	Reception Room	Pop Up Café – The Civic, Holmfirth
SATURDAY		
SUNDAY		
9.30am to 10.50am	Lesser Hall	Children's Football – Kixx

Further details or all live events, clubs and classes available via
thecivicholmfirth.org

THE CIVIC

What's On?

Date	Time	Event
Friday 2nd September 2022	Doors: 7.00pm Show: 7.30pm to 10.00pm	Gary in Punderland by Gary Delaney (Holmfirth Arts Festival)
Friday 9th September 2022	Doors: 6.30pm Show: 7.30pm to 10.00pm	An Evening With Celine Dion. The Vegas Years & Beyond (tribute)
Saturday 10th September 2022	Doors: 6.30pm Show: 7.30pm to 10.00pm	Music Masters presents Night of a Thousand Stars
Saturday 24th September 2022	Doors: 6.45pm Show: 7.15pm to 10.00pm	Holme Valley Hospital League of Friends presents A Night at the Proms
Friday 30th September 2022	Doors: 7.30pm Show: 8.00pm to 11.00pm	A tribute to Take That
Wednesday 5th October to Saturday 8th October 2022	Doors: 7.00pm Show: 7.30pm	Turn Again Theatre present Calendar Girls
Thursday 13th October to Saturday 15th October 2022	Various Timings	Holmfirth Music Festival
Saturday 12th November 2022	Doors: 6.30pm Show: 7.30pm to 10.00pm	An Evening with Dolly Parton. The Rags to Rhinestones Story (tribute)
Sunday 18th December 2022	7.00pm to 9.30pm	Hade Edge Band & Hade Edge Heroes Christmas concert
Wednesday 25th January to Saturday 28th January 2023	Various Timings	Turn Again Theatre present Dick Whittington
Friday 24th February 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	The Beatles Experience
Saturday 25th February 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	Pink Floydian present an evening of classic Pink Floyd

Date	Time	Event
Friday 3rd March 2023	Doors: 7.00pm Show: 8.00pm to 10.30pm	Justin Moorhouse – Stretch & Think
Saturday 4th March 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	Orangebox Theatre Group presents Bryan Adams Experience
Saturday 11th March 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	Very Santana
Friday 17th March 2023	Doors: 7.00pm Show: 8.00pm to 10.30pm	This Carpenters Masquerade
Saturday 18th March 2023	Doors: 7.00pm Show: 8.00pm to 10.30pm	Supersonic Queen
Friday 21st April 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	The Rod Stewart Songbook (tribute)
Saturday 22nd April 2023	Doors: 7.00pm Show: 8.00pm to 10.30pm	Meatloaf
Sunday 23rd April 2023	Various Timings	Holme Valley Brass Band Contest
Friday 28th April 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	We Three Kings (A tribute to Elvis, Roy Orbison and Buddy Holly)
Friday 29th April 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	Nicola Mills presents Opera for the People
Friday 5th May to Sunday 7th May 2023	Various Timings	Holmfirth Festival of Folk
Saturday 13th May 2023	Doors: 7.00pm Show: 7.30pm to 10.00pm	The George Michael Story
Thursday 25th May 2023	Doors: 6.30pm Show: 7.30pm to 10.00pm	Paul Young – Behind the Lens

More events are being added all the time, for up to date information and all ticket details see

www.thecivicholmfirth.org

01484 682643

bookings@thecivicholmfirth.org

Maintenance Contractor

Clerk to the Council
Holme Valley Parish Council
Holmfirth Civic Hall
Council Offices
Huddersfield Road
Holmfirth

04/09/2022

Dear Mrs McIntosh

The following is a brief review of the Councils assets :

TOILETS

The last few weeks have been a bit of a trying time at the toilets mainly due to the kids holidays. Caught a youth trying to climb on the roof using the water fountain as a step-up. He was persuaded terra ferma was his best move.

Had to ask 3 lads to vacate the disabled toilet they were comparing haircuts in the mirror! We haven't had a lot of graffiti this season but the dirty habits of some people still prevail and cause us a deal of cautious pressure washing.

We had a spate of toilet roll thefts recently but that seems to have stopped.

The air freshener dispenser in the gents has been stolen again even though it is screwed to the wall high-up.

Recently we someone frequently stuffing yards and yards of toilet roll down and causing the toilets to flood on a Saturday afternoon and again the following day. We got the drainage guys out and they resolved that one.

The toilet cisterns are ready for replacing. I did them about 5 years ago but they get so much use they need constant attention for leaks. We could do with some quality ones fitted by a plumber and individually isolatable so we can lock a cubicle if necessary for maintenance.

Overall the toilets are going ok....open 7 days a week before 9am and closed after 5pm.

BENCHES

The benches are regularly strimmed, swept and painted but we still need another batch of legs as soon as possible so I can replace a few that are getting a bit tired. No deliberate damage to report on that front.

We have a few really old ones with concrete bench – ends and they are all starting to crumble. When the new legs come I'm thinking we should remove them and fit new ones on concrete flags.

PHONE BOXES

The council-adopted phone boxes take very minimal maintenance as most of the villages where they are located seem proprietorial towards them. I check for wet books when I pass them and take them away.

I have recently refurbished the telephone box adjacent to the parcel office in Holmfirth. However the signage when it arrived was far too small so am dealing with that issue through the phone box parts supplier.

Just a note...So so many people walking past asked me why I was putting a phone box there!!!.I told them I've been told its been here since 1972 they've just never noticed it!

WAR MEMORIALS

Same as last report. These take minimal maintenance . I wash them all once year and remove wreaths in February unless asked specifically not to do so.

BUS SHELTERS

Again we are having a low level of graffiti appearing in the Holmfirth bus shelters which are quickly painted out and pressure washed.

Hade Edge shelter has had another leak in the roof which we've since repaired. (I suspect someone has been playing on it). The front part of the shelter has had the blown render repaired and had two coats of paint . One of the next jobs is to repair the back shelter wall and roof and paint the new barge -boards.

I still need to repair the loose roof tile in Hollowgate shelter which has just had a new coat of paint. This bus shelter is the one with the most foot traffic and take-away detritus. It gets a regular pressure wash to try and counter the grease.

CLOSED GRAVEYARD

We go in to the graveyard 3 times a year and cut the grass .

As usual we try to keep all the facilities running as smoothly as possible responding to the public and helpful councillors and every member of the team is enthusiastic about interacting positively with the community.



Revamped dog waste glove dispenser in Brockholes, showing sticker.





turvec

24h

R





Free Bike Repair Station





Public
Toilets



HOLME VALLEY PARISH COUNCIL

Holmfirth Civic Hall
Huddersfield Road
Holmfirth HD9 3AS

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DATE

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MAINTENANCE CONTRACT - MAINTENANCE CONTRACTOR

Further to a meeting of the Council on Monday 3 October 2022 I now have pleasure in confirming the renewal of the annual contract for the maintenance and cleaning of stone shelters and seats, and the maintenance of the closed churchyard at New Mill Church. You may also be requested to carry out some other minor maintenance works, as required, on occasions.

The agreed rate of pay for this work is £14.75 per hour, with a mileage payment of 45p per mile for journeys within the Parish Council's area. It is anticipated that this contract will be in place until 31 August 2023. It is likely that a longer contract may be considered in due course by the Holme Valley Parish Council due to be elected in May 2023.

You are reminded that for the duration of the contract you will be classed as self-employed and, therefore, responsible for your own Tax and NI contributions.

I shall be pleased if you will confirm your acceptance of the renewal of this contract, by signing the copy letter attached.

Yours sincerely

Clerk to the Council: Mrs Jen McIntosh
clerk@holmevalleyparishcouncil.gov.uk
Deputy Clerk to the Council: Richard McGill
deputyclerk@holmevalleyparishcouncil.gov.uk
Phone No: 01484 687460



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ANNUAL CONTRACT FOR MAINTENANCE OF HOLMFIRTH PUBLIC TOILETS

At a meeting on 4 October 2022, the Holme Valley Parish Council considered the contract for the above maintenance and cleaning work. I can now confirm that the Council have agreed to renew the contract until 31 August 2023.

1. The agreed rate of pay for this work at Holmfirth public toilets will be £14.75 per hour, with a mileage payment of 45p per mile for journeys within the Council's area.
2. The term will be until 31 August 2023. Any amendment to the term period will be negotiated with you separately and can be terminated by either party with one month's notice.
3. You will be responsible for opening and closing the toilets on a daily basis (for them to be open for use between the hours of say 9am and 5pm), together with daily cleaning, additional deep cleans where necessary, and general light maintenance as required. It is anticipated that a maximum of two hours per day will be required for these duties.
4. The Council will provide all cleaning materials, disposables and any materials for repairs/maintenance of the building, subject to approval by the Clerk and/or the Council as necessary. You will be reimbursed, at cost, for any cleaning materials etc. you purchase, subject to the provision of full VAT receipts in the usual way.
5. You are one of the Council's nominated key holders and already hold a full set of keys for the Holmfirth public toilets; these must be returned to the Clerk at any point that this contract is terminated.

You are reminded that for the duration of the contract you will be classed as self-employed and, therefore, responsible for your own Tax and NI contributions.

It is likely that a longer contract may be considered in due course by the Holme Valley Parish Council due to be elected in May 2023.

I shall be pleased if you will confirm your acceptance of this additional contract, by signing the copy letter attached.

Yours sincerely

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