



Bude-Stratton Town Council
Parkhouse Centre
Ergue-Gaberic Way
Bude
EX23 8LD
Tel: 01288 353576
Email: office@bude-stratton.gov.uk
Website: www.bude-stratton.gov.uk

To all members of the **Town Council**

Dear Councillor

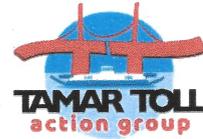
You are summoned to attend a meeting of the **Full Council** meeting in **the Conference room**, The Parkhouse Centre, Bude on **Thursday 2nd February 2023** at **6.00pm** for the purpose of transacting the under mentioned business.

Keith Cornwell –Town Clerk & RFO
Date of issue –27th January 2023

AGENDA

1. To receive and accept apologies for absence
2. To receive declarations of registered and non-registered disclosable pecuniary interests and non-registerable interests
3. Dispensations: to consider requests for dispensations
4. **Minutes – Full Council**: To receive, confirm and sign the Minutes of the Council Meeting held on 26th January 2023
 - b) **Minutes – Committees**: To receive and note the Minutes of the Committee Meetings listed below (acting under delegated authority)
 - i) Planning Committee – 11th and 25th January 2023
5. Correspondence received
 - Tamar toll action group
6. Opportunity for Cornwall Councillors present to discuss Cornwall Council issues relevant to BSTC
7. Public participation – for public present to make comments concerning the business of the current Council
8. To consider a request from a member of the public to fly a flag during May to mark the 80th Anniversary of the Battle of the Atlantic
9. Motion from Cllr Ethan Hanna - To adopt a Fossil Fuel Non Proliferation Treaty
10. Request from Bude Community Area Network in response to concerns raised by local fishing trade; That BSTC writes to Cornwall IFCA expressing concerns over the significant depletion of local lobster and crab stocks caused by large vessels with vivier tanks operating inshore. BSTC offers full support to the proposed emergency byelaw that will restrict larger vessels with vivier tanks to operating outside of 6 nautical miles of the coast.

11. To agree the approach to formulating a response to the consultation on the Cornwall Council Devolution Deal
12. To approve the offer from Cornwall Council Town Centre Revitalisation Fund
13. To approve the submission of Lottery Funding Bids:
 - i) National Lottery community Fund – Skate Park
 - ii) National Lottery community Fund – Tank Trap memorial
14. To discuss the future letting of Pitch and Putt building
15. To agree the final design of the 'Welcome to Bude' sign and approve its commission
16. To establish a Tree champions network
17. To ratify the submission to the Community Network Highways Scheme
18. Key issues from Lead Councillors
19. To open Tenders for Bencoolen Play Park and delegate the Oversight Committee authority to assess bids and award the contract.
20. To fill the following vacancies:
 - i) Oversight Committee (2)
 - ii) Planning committee (1)
 - iii) Representative on Town Team (1)
21. To assign Mayor's interests whilst on maternity:
 - i) Battle of Stratton Memorial
 - ii) Royal British Legion
 - iii) Cavanna Homes
22. Financial Report to approve:
 - i) Schedule of Payments made between 13th January and 2nd February 2023
 - ii) Schedule of Payments to be made on 3rd February 2023
23. Public Bodies (Admission to Meetings) Act 1960 SI (2) & SI (6) – To consider passing the following resolution: 'That in relation to the remaining items on the agenda, publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted and the press and public are instructed to withdraw'. The following items are confidential and the meeting will proceed in closed session
24. To consider the Council's position on the potential purchase of 1 Lords Court, Stratton.



16th Jan 2023

Tamar Toll Action Group

Dear Sir/Madam,

I am writing to you to seek your help and support in furthering the interests of **The Tamar Toll Action Group (TTAG)** which is supported by local people and businesses, and has the collective aim of **abolishing ALL TOLLS** currently imposed on traffic using the Tamar crossings.

The Tamar Bridge is part of the A38 arterial Trunk Road, a nationally important route and a vital strategic link in the South West. There is no practical alternative to entering Cornwall from the Plymouth area or vice versa. We believe that **it is fundamentally wrong that its upkeep and maintenance is funded by local councils imposing a toll; a toll that places an unfair financial burden on local people and businesses on both sides of the river.**

Along with the above toll, the toll booths create a bottleneck that can be hazardous and causes **unnecessary delays**. **The queuing also contributes to pollution, and both are additionally detrimental to local businesses and residents.**

You will be aware that **the Tamar Bridge is 'linked' to the Torpoint Ferries via the Tamar Bridge Act** and that **both crossings are owned by Cornwall Council and Plymouth City Council and operated via the Tamar Bridge and Torpoint Ferry Joint Committee (TBTFJC)**. Whilst this coalition was instrumental in the building of the bridge over 60 years ago, we believe that the two councils should not be forced to meet this cost indefinitely, especially in view of the fact that other crossings in the UK are now Governmentally funded, such as the Severn Bridge.

You may also be aware that **Tamar bridge users are significantly subsidising Torpoint ferry users each and every time they cross the bridge**. This is due to the TBTFJC failing to establish an alternative and more appropriate funding model for the ferry. Though this is clearly unfair to the residents and businesses of Saltash and surrounds, **we would like to emphasise that our group's aim is to abolish the tolls on both crossings.**

Recent increases in tolls have brought this long-standing issue to a head. From January 2023, the toll to cross the Tamar Bridge will be the most expensive crossing of its type in the country. This has come at a time of unprecedented economic downturn. The financial impact **on local people** is increasingly affecting the lives of individuals and businesses across the South West, and the TTAG's position is that:

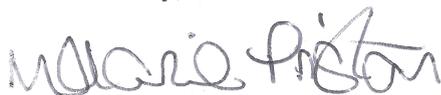
- **The toll places an unfair additional financial burden on locals – especially to those who have to use the crossings daily to attend work, hospital, school etc.**
- **It impedes business development.**
- **It disadvantages residents on the Cornwall side who are charged additional delivery costs.**
- **It deters visitors and tourists to the area, reducing the benefit of their custom.**
- **Collection of the toll creates delays, inconvenience and an increase in pollution.**

The TTAG's aim is to ensure that **this 'unfair financial burden on local people' gets the publicity it needs** until the crossings are centrally funded. We will also lobby all parties of influence to assist our goals. Our group was incepted only a few months ago and **our numbers already exceed 2000. We continue to grow as others learn of our existence and what we are trying to achieve.**

As one of our Councillors representing the people of Cornwall, TTAG are seeking your endorsement and support. We would appreciate the opportunity to meet with you to discuss how we might be able to work together to achieve this aim. We would also look to share your response with all our members.

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink that reads "Melanie Priston". The signature is written in a cursive, slightly slanted style.

Dr Melanie Priston, Chair
For and on behalf of The Tamar Toll Action Group

e-mail: chair@tamartollactiongroup.org
Tel No: 07580-129096

Subject: 80th Anniversary of Battle of the Atlantic

Background

The following request has been received from a member of the public.

Both the Union Flag and White Ensign are "Category A" flags which do not need planning permission to fly.

The Council possesses a number of Union Flags, it would have to purchase White Ensigns should these be required.

Request

I have seen through local social media that you have agreed on a new protocol for the flying of flags in Bude. But I am unsure how to apply.

This year is the 80th Anniversary of the Battle of the Atlantic. Can I please request that the Union Flag or White Ensign is flown on Shalder Hill and the Downs flag poles for the month of May to commemorate those that paid the ultimate sacrifice.

Shalder Hill due its proximity to Bude War Memorial, and the Downs as it can be seen from the sea.

I feel this would allow Bude to show the ultimate respect for those that fought for us, past and present.

Obviously, it will also be the Coronation in May, which no doubt will take precedence on all flag poles. Which I fully expect.

Councillor Hanna to propose:

Climate change is threatening hundreds of millions of lives, livelihoods across every continent and is putting thousands of species at risk. The burning of fossil fuels – coal, oil, and gas – is by far the major contributor to climate change and is responsible for almost 80% of carbon dioxide emissions since the industrial revolution. In addition to being the leading source of emissions, there are local pollution, environmental and health costs associated with extracting, refining, transporting and burning fossil fuels.

These costs are often paid by Indigenous peoples of the Global South as well as marginalised communities here in the UK.

Bude is clearly one of those communities most at risk in the UK. The recent successful bid for £2m in lottery funding for the area states “Bude’s acute isolation creates significant specific challenges for our community. Whether food supply, energy provision, sea-level rise, remoteness from institutional and local authority support, or exceptional economic, social and cultural dependence on coastal tourism, the Bude Community Network Area is particularly vulnerable to the impacts of climate change.”

It is not sustainable to continue to extract and globally transport fossil fuels when genuinely sustainable methods of production may exist locally to meet demand.

Globally, egregious industry practices have led to human rights violations and a fossil fuel system that has left billions of people across the globe without sufficient energy to lead lives of dignity. Failure to meet the ultimate goal of the 2015 Paris Climate Agreement (to limit global warming to 1.5°C) risks pushing the world towards catastrophic global warming.

Yet, the Paris Agreement has no mention of oil, gas or coal and the much anticipated COP26 deal was disappointingly weak. Meanwhile, the fossil fuel industry continues to plan new projects. Banks continue to fund new projects.

According to the most recent United Nations Environment Programme report, 120% more coal, oil, and gas will be produced by 2030 than is consistent with limiting warming to 1.5°C. Efforts to meet the Paris Agreement and to reduce demand for fossil fuels will be undermined if supply continues to grow.

The solution is clear: fossil fuels must be kept in the ground. We therefore agree:

1. To endorse the call for a Fossil Fuel Non-Proliferation Treaty (<https://fossilfuel treaty.org>). That is, for world leaders to work together in a spirit of international cooperation to:

- End new expansion of oil, gas and coal production in line with the best available science as outlined by the Intergovernmental Panel on Climate Change and United Nations Environment Programme;
- Phase out existing production of oil, gas and coal in a manner that is fair and equitable, taking into account the responsibilities of countries for climate change and their respective dependency on fossil fuels, and capacity to transition;
- Invest in a transformational plan to ensure 100% access to renewable energy globally, support dependent economies to diversify away from fossil fuels, and enable people and communities across the globe to flourish through a global just transition.

2. To write to Cornwall Council and all councils within Cornwall communicating this decision to them and urging them to pass similar motions of their own.

3. To call on Cornwall Council to commit to divesting their Pension Fund from fossil fuels.

4. Write to Scott Mann MP communicating this decision and urging him to sign the treaty and call on the government to stop all fossil fuel licenses.

5. To write to Bude Climate Partnership communicating this decision to them and urging all partners to pass similar motions of their own.



Mr K Cornwell
Town Clerk
Bude-Stratton Town Council
The Parkhouse Centre
Ergue-Gaberic Way
Bude
Cornwall
EX23 8LD

Your ref:

My ref: Bude/TVF/GOL

Date: 23 January 2023

Sent by e-mail - KCornwell@bude-stratton.gov.uk

Dear Mr Cornwell

**Bude-Stratton Town Council – Confirmation of Grant Award
Town Vitality Funding from the Town Centre Revitalisation Fund**

I write following your application dated 20 July 2022 in connection with £48,000 of support to Bude-Stratton Town Council (the “Recipient”) to provide an Bude Town Vitality project.

Cornwall Council has the ambition to show that town development proposals can stimulate town centre activity and put Cornish towns at the forefront of future government funding programmes, by ensuring our communities are best placed to successfully bid for money as and when it becomes available. Towns with functioning Town Teams or Place Shaping Partnerships, with a strategy and plan for town centre investment will lead the path for town renewal and vitality. This Town Vitality Funding is to help towns across Cornwall take forward development work to advance plans that will improve the economic, social and environmental revitalisation of their Town Centres.

Cornwall Council will commit to providing Forty Eight Thousand Pounds (£48,000) of support from the **Town Centre Vitality Fund** to the Recipient to provide immediate capacity to commission and develop a Bude Town Vitality project for Bude covering the following:

The Bude project will seek to commission consultants to produce a delivery focused Vision and Investment Plan identifying strategy, milestones and short, medium and long-term projects providing a framework for regeneration of the town centre building on existing vision, plans, projects and consultation. The Vision and Investment Plan will update the socio-economic profile of the town as expressed in the Bude-Stratton

Neighbourhood Development Plan (2016) and *Gwell* – Bude’s Community and Wellbeing Plan (2021). It will investigate how the town is performing, and how future success can be measured. The Vision and Investment Plan will pay particular attention to Bude’s distinctive identity, offer and brand, to market the town more effectively. It will answer the questions: *What can we make work harder for the town? What can we specialise in? What can we do that other towns cannot?*

- To engage a suitably qualified specialist to project manage and coordinate all stakeholders to rigorously investigate options for revitalising the town centre, informed by the opinions of key stakeholders and the wider community. The ultimate aims of the project are to ensure that the town centre can evolve to meet changing patterns of use; can offer the community and its visitors a welcoming, accessible, diverse and vibrant experience, and can support and maintain the viability of businesses and community facilities.
- To oversee the capturing of ideas and include options for improving the town, with considerations for supporting modern ways of working and learning, increasing dwell time, improving air quality and biodiversity, enhancing links to/from the town centre, creating safer greener streets, reimagining the town centre experience, and maximising outdoor space. To provide indicative capital costs for each individual element of the project, to include a total budget and include a contingency element. To include artists impressions, concept plans and to test feasibility of opportunities identified through public consultation.
- An extensive consultation following a methodology agreed with the Bude Town Team, and in consultation with local businesses, Councillors, voluntary/charitable organisations, and the wider community to agree a collective vision for the town centre. Include preparation and publication of a vision document for the town centre
- An Economic Benefits Appraisal looking at new uses/future users’ needs - *Who are the future users of the town centre?* - analysis of current users and identification of potential future users/emerging trends, together with future requirements. *What does a town centre look like?* - spaces, uses and services provided in the future.
 - To review the economic profile of Bude and provide an indication of trends. To include key areas of focus including but not limited to demographics, employment areas, jobs/vacancies, employee travel to work areas.
 - To assess town centre biodiversity and make recommendations to improve and increase what is currently in place. To consult with Bude Climate Partnership.

- To include an access audit and recommendations for making the town more inclusive for all to support economic activity. This could be in the form of accessibility mapping looking at connectivity and access by public transport/walking/cycling routes.
- Smart Town Infrastructure Appraisal to review options for 'Internet of Things' connected devices to improve communication and assist workers, students, residents, and their visitors. A strategy paper to estimate costs for options for new smart technologies / internet connectivity solutions to support 5G. To review public access to technology throughout the town and explore how to improve digital connectivity.
- The above work will be pulled together to form the first draft/iteration of an emerging investment plan for the town
- To formulate a range of costed interventions to revitalise the town centre and prepare a list of funding opportunities to realise those interventions.

On completion of the project, Bude-Stratton Town Council is to provide Cornwall Council with relevant and full copy documents relating to the Bude Town Vitality Project (deliverables) funded by the Town Vitality Fund.

We are pleased to confirm, therefore, your Cornwall Council Town Vitality Funding Grant of £48,000 (Forty Eight Thousand Pounds) for 2022/23. This grant is to cover revenue expenditure only.

On acceptance of Cornwall Council's offer, the Recipient will be bound by the terms and conditions of the Agreement. The Recipient will be accepting legal obligations and should consider taking independent professional advice before such acceptance.

The terms and conditions for this grant are attached to this Grant Offer Letter; if you consent to these terms and conditions, please return a signed copy of this letter, where indicated below, together with the Terms and Conditions, any other documents relating to the Grant Offer Letter, and provide the Town Council's bank details on the form below, to e-mail address vitalitytowns@cornwall.gov.uk. Please retain a signed copy for your own records.

Please provide the documentation requested in clauses 4.1.2, 8.1.1 and 8.1.4 of the Terms and Conditions so that we can process your grant payment. The remaining documentation

itemised under clause 8 forms part of the defrayal and audit requirements which will be required after project commencement.

This Grant Offer Letter is valid for a period of thirty (30) days only from the date of the approval details above, unless agreed, in writing, by the Council.

Yours sincerely
Dhywgh hwi yn hwir

A handwritten signature in black ink, appearing to be 'EK' or similar initials, written in a cursive style.

Emily Kent
Head of Inclusive Growth & Skills
Penn Tevyans Dalghus ha Sleyneith
Economy & Skills Service

Acceptance of the Grant Offer Letter

1. The Recipient acknowledges receipt of the Grant Offer Letter dated **23 January 2023** and confirm the Recipient wishes to receive the Grant for support of the Project, which is conditional on meeting the terms and conditions attached to the Grant Offer Letter.
2. The Recipient has signed both the original and the duplicate of this Grant Offer Letter in the space indicated below.
3. The Recipient has signed this Grant Offer Letter in confirmation that the Recipient has read and understood the terms and conditions herein and understands the role and responsibility that Cornwall Council has in monitoring performance against delivery.

SIGNED for and on behalf of the

Grant Recipient
(Town Council)

Authorised Signature

Print Name

Position

Date

Recipient's Bank Account Details

Bank Name:

Account Number:

Sort Code:

Account Name:

Address:

DATED

23 January 2023



BETWEEN

THE CORNWALL COUNCIL

and

BUDE-STRATTON TOWN COUNCIL

TERMS AND CONDITIONS
RELATING TO THE ALLOCATION OF THE
TOWN VITALITY FUND

Legal Services

The Cornwall Council

New County Hall

Truro, TR1 3AY

Ref: KT/063387

THIS AGREEMENT is dated the 23rd day of January 2023

Between

1. **THE CORNWALL COUNCIL** of New County Hall, Treyew Road, Truro, Cornwall, TR1 3AY (“the **CC**”)

and

2. **BUDE-STRATTON TOWN COUNCIL**, whose registered offices is at The Parkhouse Centre, Ergue-Gaberic Way, Bude, Cornwall, EX23 8LD (“the **Recipient**”)

each individually a “**Party**” and together the “**Parties**”.

Recitals

- A. In consideration of the Parties’ respective obligations contained in the Grant Funding Agreement Letter, CC agrees to make the Town Vitality Funding Grant available to the Recipient on the terms and conditions of this Agreement.
- B. Town Vitality grants are intended to fund revenue activities only and made available to support the development of investment proposals and to enable applicants take forward specific development work to advance plans/proposals that will improve the economic, social and environmental revitalisation of their Town Centres.
- C. CC has agreed to pay the Town Vitality Grant Funding to the Recipient to assist it in carrying out the Project.
- D. This Agreement sets out the terms and conditions on which the Town Vitality Funding Grant is made by CC to the Recipient.
- E. These terms and conditions are intended to ensure that the Town Vitality Funding Grant is used for the purpose for which it is awarded.

NOW IT IS AGREED between CC and the Recipient as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following words and expressions shall have the following meanings unless inconsistent with the context:

“Agreement” means the Grant Offer Letter and all of the terms and conditions detailed herein together with all Schedules and attachments;

“Approved Application” means the approval application at Enclosure 1 of the grant offer letter;

“Bank Account”	means the bank account as specified by the Recipient and detailed in the Grant Offer Letter;
“Bribery Act”:	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.
“CC”	means The Cornwall Council;
“Clawback”	means CC’s right to recover the whole or any part of the Funding including any interest that may be payable;
“Commencement Date”	means the date of the Grant Offer Letter;
“Completion Date”	within twelve (12) months of the date of acceptance of the Grant Offer Letter;
“Confidential Information”	<p>means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Categories of Data within the meaning of the Data Protection Legislation. Confidential Information shall not include information which:</p> <ul style="list-style-type: none"> (i) was public knowledge at the time of disclosure (otherwise than by breach of clause 9 (Confidentiality; Data Protection and Freedom of Information)); (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party; (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or (iv) is independently developed without access to the Confidential Information;
“Consent Notice”	means the consent of an individual to the sharing of their Personal Data for the provision of the Project;
“Council”	means the Town Council;
“Data Controller”	has the meaning given to it in the Data Protection Legislation;
“Data Guidance”	means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or

requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation (whether specifically mentioned in this Agreement or not) to the extent published and publicly available or their existence or contents have been notified to the Recipient by CC and/or any relevant Regulatory Body;

“Data Processor”	has the meaning given to it in the Data Protection Legislation;
“Data Protection Legislation”	the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) until it is no longer directly applicable in the UK, the Data Protection Act 2018 and any other applicable national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.
“Data Subject”	has the meaning given to it in Data Protection Legislation;
“Date of Approval”	means the date of this agreement;
“Deliverables”	means the proposal(s) and project(s) itemised and detailed in the Grant Offer Letter;
“EIR”	means the Environmental Information Regulations 2004;
“Eligible Expenditure”	means that which is detailed in your approval application at enclosure 1 and will commence from the date of approval of the project;
“EU Procurement Requirements”	includes, but is not restricted to EC Directives 2004/18/EC, 2004/17/EC and 2007/66/EC as implemented by the Public Contracts Regulations 2006 (SI No 5/2006), as amended, and the Utilities Contracts Regulations 2006 (SI No 6/2006), as amended, and includes the EU Commission Interpretative Communication (2006/C 179/02) and the principles of transparency, non discrimination, equality of treatment, proportionality and mutual recognition in the TFEU.
“European Economic Area”	means a group of countries in Europe formed in 1994 that includes all members of the European Union and the European Free Trade Association. These countries have an agreement allowing the free movement of goods, people, services and money between them;
“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Authority or relevant government

	department in relation to such legislation and the Environmental Information Regulations 2004;
“Funding”	means the Town Vitality Funding Grant;
“Grant Offer Letter”	means the grant offer letter together with these terms and conditions, schedules and attachments;
“Indirect Losses”	means loss of profits (other than profits directly and solely attributable to the provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other consequential or indirect loss of any nature, whether arising in tort or on any other basis;
“Information Commissioner”	means the UK’s regulatory body charged with enforcing Data Protection Legislation;
“Information Governance Lead”	means the individual responsible for information governance and for providing the Recipient with regular reports on information governance matters, including details of all incidents of data loss and breach of confidence;
“Intellectual Property Rights”	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
“Joint Data Controller”	shall have the meaning given to it in the Data Protection Legislation;
“Know how”	information, data, know-how or experience whether patentable or not and including but not limited to any technical and commercial information relating to research, design, development, manufacture, use or sale.
“Laws”	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a

relevant court of law, or directives or requirements of any Regulatory Body or Relevant Authority with which CC and the Recipient is bound to comply;

“Living Wage”

means the living wage as determined and amended from time to time by the Living Wage Foundation;

“Losses”

means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, excluding Indirect Losses;

“Maximum Grant Payable”

means the maximum amount payable to the Recipient from the Town Vitality Funding Grant as per clause 2.1;

“Personal Data”

has the meaning given it in the Data Protection Legislation;

“Personal Data Breach”

has the meaning given it in the Data Protection Legislation;

“Privacy Notice”

means the information that must be provided to a Data Subject under the Data Protection Legislation;

“Prohibited Act”

means:

- (a) offering, giving or agreeing to give any gift or consideration of any kind as an inducement or reward for:
 - (i) doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other contract with the CC; or
 - (ii) showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the CC;
- (b) entering into this Agreement or any other contract with the CC where a commission has been paid or has been agreed to be paid by the Recipient or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to the CC;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation creating offences in respect of fraudulent acts; or

- (iii) at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the CC; or
- (d) defrauding or attempting to defraud or conspiring to defraud the CC;

“Project”	means the investment proposals identified by each town team/place partnership to take forward specific development work to advance plans/proposals that will improve the economic, social and environmental revitalisation of their Town Centres for which the Town Vitality Funding Grant has been awarded to the Recipient as more particularly detailed in Enclosure 1;
“Regulatory Body”	means a public organization or government agency that is set up to exercise a regulatory function. This involves imposing requirements, conditions or restrictions, setting the standard for activities, and enforcing in these areas or obtaining compliance;
“Relevant Authorities”	means any Government departments, Government agencies, public bodies, regulatory bodies and any bodies, boards, committees or panels formed under or pursuant to any Laws or other instrument having the force of law from time to time and “Relevant Authority” shall mean any one of them.
“Right of Access, Rectification or Erasure Request”	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to Data Protection Legislation to access, rectify or erase their Personal Data;
“Special Categories of Data”	has the meaning given it in the Data Protection Legislation;
“Town Vitality Funding Grant”	means the sum referred to in the Grant Offer Letter) awarded by the CC to the Recipient and made in accordance with Clause 3;
“Town Vitality Funding Grant Application Form”	means the approved application form at enclosure 1 of the grant offer letter;
“UK Subsidy Control Regime”	means the regime that is governed by the Trade and Co-operation Agreement by way of S29 of the European Union (Future Relationship) Act 2020 and replaces the EU’s state aid regime which was removed by Statutory Instrument 2020/1470.

1.2 The singular includes the plural and neuter and vice versa and any gender includes any other gender.

- 1.3 Clause, Schedule and Paragraph headings do not affect the interpretation of this Agreement.
- 1.4 Reference to any statute, enactment, regulation, code, official guidance or other similar instruments shall be 'construed as reference to the statute, enactment, regulation, code, official guidance or other instrument as amended or replaced from time to time by any subsequent enactment, modification, order, regulation, code, official guidance or instrument.
- 1.5 This Agreement includes any variations hereto made from time to time and any agreement expressed to be supplemental hereto.
- 1.6 Unless otherwise specified a reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under it and all orders, notices, codes of practice and guidance made under it.
- 1.7 A reference to laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them.
- 1.8 A "person" includes a corporate or unincorporated body.

2. Payment of the Funding

- 2.1 The Town Vitality Funding Grant referred to in the Grant Offer Letter will only be paid in respect of the Eligible Expenditure as detailed in your approved application at Enclosure 1 to this Agreement.
- 2.2 The Commencement Date of the Town Vitality Funding Grant, being the earliest date that Eligible Expenditure may be drawn down, is as per the date of the Grant Offer Letter.
- 2.3 The spend should be completed within twelve (12) months of the date of acceptance of this Grant Offer Letter.
- 2.4 Eligible Expenditure will commence from the Date of Approval of your Project. Expenditure dated prior to this will be classed as ineligible. This includes formal commitments undertaken towards the expenditure outlined in your Approved Application at Enclosure 1, prior to the Date of Approval. This will be deemed to be a premature start to the Project and may place your entire Town Vitality Funding Grant at risk.
- 2.5 In consideration of the payment of the Town Vitality Funding Grant the Recipient agrees to:
 - 2.5.1 Deliver the Project in accordance with the details submitted in your Approved Application, any supporting information and any subsequent clarifications and the terms and conditions of this Agreement;
 - 2.5.2 Ensure that all legal and regulatory requirements are complied with in the delivery of the Project;

- 2.5.3 Comply with all statutory registration requirements and exercise proper skill and diligence in the setting up and delivery of the Project;
- 2.5.4 Use the Town Vitality Funding Grant only in accordance with the terms of this Agreement and for no other purpose;
- 2.5.5 Ensure that any surplus of Town Vitality Funding Grant arising upon the cessation of the Project or of this Agreement is promptly returned to CC.

2.6 The Application

- 2.7 In appraising the Project and determining the merits for Town Vitality Funding Grant support, CC has relied on the Town Vitality Funding Application, supporting information and any subsequent clarifications that were submitted by the Recipient and subsequently approved.
- 2.8 In accepting this offer the Recipient are confirming to CC that:
 - 2.8.1 all information provided in relation to the Project, is as far as the Recipient are aware, true, valid and correct;
 - 2.8.2 to your knowledge the Recipient are not in breach of any law or regulation which may affect your ability to commit to this Agreement;
 - 2.8.3 The Recipient has the legislative enabling powers to carry out the work prescribed in your Town Vitality Funding Grant Application Form and that the Recipient is not acting ultra vires;
 - 2.8.4 The Recipient is not under any statutory or legal obligation to carry out the Project or any part of it; and
 - 2.8.5 The Recipient will ensure that all the necessary consents are in place, maintained and complied with for the duration of the Project.
- 2.9 The Recipient acknowledge that the Town Vitality Funding Grant has been offered to the Recipient to deliver the Project in accordance with the Approved Application and achieve the Deliverables set out in this Agreement.

3. Changes

- 3.1 The Recipient must advise CC immediately if they think that the Recipient needs to make any changes, or any changes are required to your Project, including but not limited to the following;
 - a) a change in nature or purpose of the Project;
 - b) a change to the Deliverables;
 - c) Commencement Date/, and/or Completion Date;
 - d) Project costs and funding (including any new additional European, regional or national funding that is secured);
 - e) a change in type of costs forming part of the Approved Application;

- 3.2 Any such changes must be agreed, in writing, by CC before being put into effect and will ONLY be agreed in exceptional circumstances.

4. Claims and Monitoring

4.1 Amount of Town Vitality Funding Grant Payable

- 4.1.1 The total Town Vitality Funding Grant paid to the Recipient shall not exceed the Maximum Grant Payable as per 2.1.
- 4.1.2 The Town Vitality Funding Grant will be paid in full upon receipt of a signed copy of this Grant Offer Letter and upon receipt of the Recipient's financial regulations, procurement policy and procurement plan/pathway.
- 4.1.3 If costs have changed in any way between the Grant Offer Letter being sent and the Town Vitality Funding Grant being received then the Recipient must inform CC immediately. In any event the amount of Town Vitality Funding Grant cannot exceed that detailed in 2.1 above.
- 4.1.4 Payments to suppliers should be made by BACS or by Debit Card from the Council's business bank account. Bank statements showing these payments will need to be provided as evidence of defrayal. No other form of payment will normally be allowable including credit card payments, cash and cheques, unless cleared with CC prior to incurring expenditure. Any issues relating to payment must be informed to CC immediately.
- 4.1.5 The Town Vitality Funding Grant payable will be made direct to the Recipient's bank account (usually via BACS), subject to the general Clawback and other provisions set out in this Agreement. CC will endeavour to pay the Town Vitality Funding Grant within thirty (30) working days of a successful grant award decision by CC.
- 4.1.6 The time for payment of the Town Vitality Funding Grant shall not be of the essence and CC shall have no liability to the Recipient for any losses caused by a delay in payment howsoever arising;
- 4.1.7 If there is an overspend in the amount of Eligible Expenditure on the Project, the Town Vitality Funding Grant will not be increased beyond the Maximum Grant Payable detailed in 2.1.
- 4.1.8 If there is a shortfall in the amount of Eligible Expenditure that was set out in the Approved Application, the Recipient will receive proportionately less Town Vitality Funding Grant.

4.2 Monitoring requirements

- 4.2.1 The Deliverables dates are stated in the Grant Offer Letter and if not specified must be delivered within twelve (12) months of the date of the Grant Offer Letter:
- 4.2.3 Failure to achieve the Deliverables and or to evidence them correctly could result

in Clawback of any Town Vitality Funding Grant paid.

5. Legislation and Jurisdiction

5.1 This Agreement shall be governed by and construed in accordance with the Law of England and all persons must submit to the exclusive jurisdiction of the English Courts.

5.2 In delivering the Project the Recipient must:

- a) Comply with the Recipient's Financial Regulations and the Public Contracts Regulations 2015 and provide relevant documents of the procurement practices undertaken to CC to verify this compliance as per Clause 8;
- b) Take all necessary steps to secure the health, safety and welfare of all persons involved in the Project;
- c) Comply with all current equal opportunities' legislation with particular regard to the Equality Act 2010;
- d) Comply with all current and relevant UK and EU Environment Laws and in doing so, where possible, deliver good and best practice above the legal baseline;
- e) ensure that all matters relating to the UK Subsidy Control Regime have been met;

5.3 If the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of the UK Subsidy Control Regime, CC and the Recipient shall work together to address and mitigate the allegations made and if required establish such alternative means of funding as is lawful.

5.4 If the EU or any court or person with requisite standing requires all or any part of the Funding provided by CC under this Grant to be recovered by reason of a breach of the UK Subsidy Control Regime, and no lawful alternative means of funding can be established, then CC may claw back any payment already made to the Recipient to the extent that such payment is unlawful and required at law to be repaid.

5.5 As at the commencement date, the Recipient confirms that all information statements and representations contained in this agreement are true, accurate and not misleading and the Recipient will promptly advise CC of any fact, matter or circumstance of which it may become aware during the duration of the Agreement that would render any such information, statement or representation to be false or misleading.

5.6 EU Procurement Requirements

- (a) The Recipient warrants that it has complied with EU Procurement Requirements to date in relation to the Project to the extent required by Law.
- (b) The Recipient shall comply with current EU Procurement Requirements at all times in relation to the Project to the extent required by Law.

5.7 The Grant will be paid in a single stage payment and will only be paid after receipt by CC of the documentation as stated in Clause 8 of this Agreement.

6. Publicity

- 6.1 The Recipient is to liaise with CC's Economic Growth Service when preparing press or media announcements relating to the Project.
- 6.2 The Recipient should acknowledge CC as a funder in all its communication materials relating to this project. The CC logo and acknowledgement of CC support should be included in all printed and online material relating to this project. The CC to supply logo in appropriate format and with instructions of how branding is to be used.
- 6.3 The CC is to be:
- a) given the opportunity to add a quote to any press release regarding this agreement. Press releases should be sent to mediarelations@cornwall.gov.uk at least five (5) working days before intended date of issue; and
 - b) kept informed of any media requests for interviews/statements and to be given the opportunity to participate/comment

7. Events of Default and Rights Reserved

7.1 Events of Default

- 7.1.1 The Recipient will be deemed to have defaulted on the Agreement if any of the following events occur:
- a) The Recipient fails to sign and return a copy of this Agreement within thirty (30) days of its issue;
 - b) The Project activities are not started within three (3) months of the Date of Approval;
 - c) The Project is not completed by the Completion Date;
 - d) A material change is made to the Project without prior written approval of CC, including changes to approved costs;
 - e) The Recipient no longer have the financial resource to carry out and complete the Project;
 - f) The Recipient fails to deliver against any Deliverable which is determined by CC to be underperformance;
 - g) The Recipient obtain other funding or financial assistance which satisfies CC that the Town Vitality Funding Grant is no longer required;
 - h) It becomes apparent that a breach of the UK Subsidy Control Regime has occurred;
 - i) Any financial irregularities, negligence or fraud is suspected or identified in connection with the Project;
 - j) Any information given, or representation made in the Approved Application or in any correspondence, report or other document submitted to CC relating to this Project or this Agreement is found to be incorrect or incomplete to an extent that CC considers to be material;
 - k) Any report or certificate made by your auditor or reporting accountant is unsatisfactory;
 - l) The Recipient becomes insolvent;
 - m) The Recipient fails to remedy any breach of this Agreement which is capable of remedy within fourteen (14) days of CC requesting the Recipient to do so;

- n) The Recipient commit a breach of this Agreement which is incapable of remedy;
- o) An offence is committed by the Recipient, or anybody contracted by the Recipient, in delivering the Project, under the Bribery Act 2010 or any related subsequent legislation;
- p) The Recipient are found to have done something improper to influence CC, or any person or body acting on its behalf to grant the Town Vitality Funding Grant; or
- q) The Recipient are in breach of this Agreement other than as contained in (a) - (p) above.

7.2 Rights reserved for CC

7.2.1 Where CC decides that an Event of Default has occurred as set out in clause 7.1 above, CC may by written notice to the Recipient take any one or more of the following actions:

- a) suspend the payment of the Town Vitality Funding Grant for such a period as CC shall determine; and/or
- b) vary the Maximum Grant Payable in which case the payment of the Town Vitality Funding Grant will thereafter be made in accordance with the variation notified to the Recipient; and/or
- c) cease to make payments of Town Vitality Funding Grant to the Recipient and to require the Recipient to repay to CC the whole or any part of the amount previously paid to the Recipient; and/or
- d) reduce the grant to mirror any underperformance regarding the Deliverables;
- e) terminate this Agreement.

7.2.2 CC reserves the right to Clawback the Town Vitality Funding Grant or the relevant part of the Town Vitality Funding Grant in the event that:

- (i) those sums have been paid to the Recipient in error;
- (ii) the European Commission (or a Domestic Successor) or the Court of Justice of the European Union (or Domestic Successor) requires any Grant paid to be recovered by reason of a breach of the UK Subsidy Control Regime.

7.2.3 The exercise by CC of its rights under this paragraph 7.2 shall be without prejudice to any other right of action or remedy of CC in respect of any breach by the Recipient of this Agreement.

8. Audit Requirements - Evaluation/Monitoring

8.1 The Recipient shall comply with the CC's audit monitoring and reporting requirements. The requirement for the 2022/23 year's grant are:

- 8.1.1 Provision of a copy of the Council's financial regulations and procurement policy;
- 8.1.2 Retention of procurement documentation for audit purposes, current year plus six (6); to include but not limited to; purchase orders, invoices, delivery notes and tender documents, council/committee reports authorising expenditure for town development work and/or any activity carried out under schemes of delegation, to include any procurement notices via Contracts Finder. This documentation may be requested at any point by CC to assist with its own internal audit requirements;

- 8.1.3 Evidence of defrayal of costs – a comprehensive project statement/breakdown of costs detailing all expenditure items, to include any income received, applicable to the Project and on request provision of any items listed in 8.1.2 above in support of the defrayal costs statement;
- 8.1.4 A copy of the minuted resolution from the Recipient where it corporately agreed/resolved to act as the accountable body for the Town Vitality Funding Grant including the proposal(s) that the Town Vitality Funding Grant would be used to fund/support (this should align with your Town Vitality Funding Application Form);
- 8.1.5 Acknowledgement of CC's financial support in any Annual Report, relevant press releases and in the footer of the website homepage/project update page;
- 8.1.6 The Recipient will provide CC with such information and documentation as CC may require in connection with the Project from the date of this Agreement to the date on which the Recipient fulfil all of its obligations under this Agreement;
- 8.1.7 The Recipient must keep a record of all Eligible Expenditure, all quotes, tenders and procurement practices, all financial contributions made towards the Project and evidence for all Deliverables claimed by the Project;
- 8.1.8 The Recipient will provide to CC information on the Deliverables achieved as a result of the Project and other information as may be requested by CC as to the benefits derived from the Project;
- 8.1.9 The Recipient will make available, if requested, within seven (7) days the original documents or verified true copies of the documents relating to the Recipient's Approved Application for the Project and the documents relating to the Town Vitality Funding Grant, Deliverables if and when required to do so by CC, and/or the National Audit Office (and also their respective auditors).

9. Confidentiality

- 9.1 Except where otherwise provided for in this Agreement, Confidential Information is owned by the Party that discloses it (the "Disclosing Party") and the Party that receives it (the "Receiving Party") has no right to use it.
- 9.2 Subject to clauses 9.3 and 9.4, the Receiving Party agrees:
 - (a) to use the Disclosing Party's Confidential Information only in connection with the Receiving Party's performance under this Agreement;
 - (b) not to disclose the Disclosing Party's Confidential Information to any third party or to use it to the detriment of the Disclosing Party; and
 - (c) to maintain the confidentiality of the Disclosing Party's Confidential Information and to return it immediately on receipt of written demand from the Disclosing Party.
- 9.3 The Receiving Party may disclose the Disclosing Party's Confidential Information:
 - (a) in connection with any dispute resolution under clause 11 (Dispute Resolution);
 - (b) in connection with any litigation between the Parties;
 - (c) to comply with the law;

- (d) to its staff, consultants and sub-contractors, who shall in respect of such Confidential Information be under a duty no less onerous than the Receiving Party's duty set out in clause 9.2; and/or
- (e) to comply with a regulatory bodies request.

9.4 The obligations in clause 9.1 and clause 9.2 will not apply to any Confidential Information which:

- (a) is in or comes into the public domain other than by breach of this Agreement;
- (b) the Receiving Party can show by its records was in its possession before it received it from the Disclosing Party; or
- (c) the Receiving Party can prove that it obtained or was able to obtain from a source other than the Disclosing Party without breaching any obligation of confidence.

9.5 The obligations in clause 9.1 and clause 9.2 shall not apply where the Confidential Information is related to an item of business at a board meeting of the CC or of any committee, sub-committee or joint committee of the CC or is related to an executive decision of the CC and it is not reasonably practicable for that item of business to be transacted or that executive decision to be made without reference to the Confidential Information, provided that the Confidential Information is exempt information within the meaning of Section 101 of the Local Government Act 1972 (as amended), the CC shall consider properly whether or not to exercise its powers under Part V of that Act or (in the case of executive decisions) under the Local Authorities (Executive Arrangements) (Access to Information) (England) Regulations 2000 as amended to prevent the disclosure of that Confidential Information and in doing so shall give due weight to the interests of the Recipient and where reasonably practicable shall consider any representations made by the Recipient.

10. Information Governance, Data Protection, Freedom of Information and Transparency

- 10.1 The Parties must comply with Data Protection Legislation, Data Guidance, the FOIA and the EIR, and must assist each other as necessary to enable each other to comply with these obligations.
- 10.2 The Recipient must comply with and must demonstrate satisfactory compliance with clause 10.1 above.
- 10.3 The Recipient must:
- (a) nominate an Information Governance Lead;
 - (b) ensure that the CC is kept informed at all times of the identities and contact details of the Information Governance Lead;
- 10.4 If the Recipient is required under Data Protection Legislation to notify the Information Commissioner or a Data Subject of a Personal Data Breach then within forty eight (48) hours of the breach occurring the Recipient must inform the CC of the Personal Data Breach, and if the Recipient will report the breach to the Information Commissioner within seventy two (72) hours as is required within the Data Protection Legislation.
- 10.5 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.
- 10.6 Whether or not a Party or Sub-Contractor is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any further Data Guidance.

The Parties acknowledge that a Party or Sub-Contractor may act as both a Data Controller and a Data Processor, or a Joint Data Controller.

- 10.7 Without prejudice to the generality of clause 10, the CC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Recipient for the duration and purposes of this Agreement.
- 10.8 Where required under Data Protection legislation, the Recipient shall ensure that it has a Privacy Notice or Consent Notice in place.
- 10.9 Any failure by the Recipient to inform individuals as required by Data Protection Legislation or Data Guidance about the uses of Personal Data that may take place under this Agreement cannot be relied on by the Recipient as evidence that such use is unlawful and therefore not contractually required.
- 10.10 Without prejudice to the generality of clause 10, the Recipient must ensure that all Personal Data processed by or on behalf of the Recipient in the course of delivering the Services is processed in accordance with the relevant Parties' obligations under Data Protection Legislation and Data Guidance. The Recipient shall:
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the CC, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the CC has been obtained and the following conditions are fulfilled:
 - (i) the CC or the Recipient has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Recipient complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Recipient complies with the reasonable instructions notified to it in advance by the CC with respect to the processing of the Personal Data;
 - (d) notify the CC as soon as reasonably practicable if it receives:
 - (i) a request from a Data Subject to have access to that individual's Personal Data;
 - (ii) a Right of Access, Rectification or Erasure Request;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) at the Recipient's expense, assist the CC in responding to any request from a Data Subject and in ensuring compliance with the CC's obligations under the Data

- Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) at the written direction of the CC, delete or return Personal Data and copies thereof to the individual on termination or expiry of this Agreement unless required by the Applicable Laws to store the Personal Data;
 - (g) maintain complete and accurate records and information to demonstrate its compliance with this clause 1.2 and allow for audits by the CC or the CC's designated auditor pursuant to clause 8 (Audit).
- 10.11 Where the CC requires information for the purposes of quality management, the Recipient must consider whether the CC's request can be met by providing anonymised or aggregated data which does not contain Personal Data. Where Personal Data must be shared in order to meet the requirements of the CC, the Recipient must:
- (a) provide such information in pseudonymised form where possible; and in any event
 - (b) ensure that there is a legal basis for the sharing of Personal Data.
- 10.12 Subject always to clause 20 (Assignment and Sub-Contracting), if the Recipient is to engage any Sub-Contractor to deliver any part of the Services (other than as a Data Processor) and the Sub-Contractor is to access personal or confidential information or interact with individuals, the Recipient must impose on its Sub-Contractor obligations that are no less onerous than the obligations imposed on the Recipient by this clause 10.
- 10.13 The Recipient shall indemnify the CC against any Losses incurred by the CC arising from, or in connection with, any breach of the Recipient's obligations under this clause 10.
- 10.14 Notwithstanding any other provision of this Agreement, where the Recipient commits a Personal Data Breach which under Data Protection Legislation must be notified to the Information Commissioner and/or to an individual the CC may terminate this Agreement with immediate effect.
- 10.15 The Parties acknowledge their respective duties under the FOIA and shall give all reasonable assistance to each other where appropriate or necessary to comply with such duties.
- 10.16 If the Recipient is not a public authority, the Recipient acknowledges that the CC is subject to the requirements of the FOIA and will assist and co-operate with the CC to enable the CC to comply with its disclosure obligations under the FOIA. Accordingly, the Recipient agrees:
- (a) that this Agreement and any other recorded information held by the Recipient on the CC's behalf for the purposes of this Agreement are subject to the obligations and commitments of the CC under the FOIA;
 - (b) that the decision on whether any exemption to the general obligations of public access to information applies to any request for information received under the FOIA is a decision solely for the CC;
 - (c) that if the Recipient receives a request for information under the FOIA, it will not respond to such request (unless directed to do so by the CC) and will promptly (and in any event within two (2) working days) transfer the request to the CC;
 - (d) that the CC, acting in accordance with the codes of practice issued and revised from time to time under both section 45 of the FOIA, and regulation 16 of the Environmental Information Regulations 2004, may disclose information concerning the Recipient and this Agreement either without consulting with the Recipient, or following consultation with the Recipient and having taken its views into account; and

- (e) to assist the CC in responding to a request for information, by processing information or environmental information (as the same are defined in the FOIA) in accordance with a records management system that complies with all applicable records management recommendations and codes of conduct issued under section 46 of the FOIA, and providing copies of all information requested by an authority within five (5) working days of such request and without charge.
- 10.17 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information.
- 10.18 Notwithstanding any other provision of this Agreement, the Recipient hereby consents to the publication of this Agreement in its entirety including from time to time agreed changes to this Agreement subject to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA.
- 10.19 In preparing a copy of this Agreement for publication pursuant to clause 9.4 the CC may consult with the Recipient to inform its decision making regarding any redactions but the final decision in relation to the redaction of information shall be at the CC's absolute discretion.
- 10.20 The Recipient shall assist and co-operate with the CC to enable the CC to publish this Agreement.
- 10.21 In order to comply with the Government's policy on transparency in the areas of Agreements and procurement the CC will be disclosing information on its website in relation to expenditure over five hundred pounds (£500) in relation to this Agreement. The information will include the Recipient's name and the Charges paid. The Parties acknowledge that this information is not Confidential Information or commercially sensitive information.
- 10.22 The Recipient shall comply with any requirements (including compliance with any appropriate information assurance scheme and the Computer Misuse Act 1990) detailed in its Specification in relation to its security policies, procedures and control of Confidential Information, Personal Data and Special Categories of Data.
- 10.23 The Recipient shall be responsible for any costs associated with its compliance with the provisions of clauses 9 and 10.
- 10.24 The Recipient shall indemnify the CC and shall keep the CC indemnified against Losses and Indirect Losses suffered or incurred by the CC as a result of any breach of clauses 9 and 10.
- 10.25 The Parties acknowledge that damages may not be an adequate remedy for any breach of clauses 9 and 10, and in addition to any right to damages the CC shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of clauses 9 and 10.
- 10.26 Clause 9 and 10 shall not limit the Public Interest Disclosure Act 1998 in any way whatsoever.

11. Good Faith, Cooperation and Dispute Resolution

- 11.1 The Recipient agree with CC that:
 - 11.1.1 The Recipient will, at all times, act with the utmost good faith and will, at all times, co-operate fully;
 - 11.1.2 The Recipient will comply with all CC's reasonable requirements in relation to the Project from time to time; and

- 11.2 Any disputes or differences arising between the parties in respect of the construction or effect of this Agreement, or the rights, duties and liabilities of the parties herein under, or any matter or event connected with or arising out of the Town Vitality Funding Grant shall be resolved by the parties negotiating in good faith;
- 11.3 In the absence of agreement under clause 11.2, the Parties may seek to resolve the matter through mediation under the CEDR Model Mediation Procedure (or such other appropriate dispute resolution model as is agreed by both parties). Unless otherwise agreed, the parties shall bear the costs and expenses of the mediation equally.
- 11.4 The submission of either party to paragraph 11.2 or 11.3 above shall not limit their right to commence any proceedings in any court of competent jurisdiction in England and Wales.

12. Amendments to the Agreement

- 12.1 CC may amend or vary the terms of the Agreement where either;
- 12.1.1 mandatory changes are required by the UK or EU Laws or regulations; or
- 12.1.2 by mutual written consent between the Recipient and CC.

13. Miscellaneous

- 13.1 Nothing in this Agreement shall constitute a partnership or joint venture between the Parties or constitute the Recipient as the agent of CC for any purpose whatsoever;
- 13.2 No failure or delay on the part of CC in exercising any right or power and no course of dealing between the Parties shall operate as a waiver of any right, power or remedy;
- 13.3 Nothing in this Agreement or any other document shall impose any obligation or liability on CC with respect to any actions of or obligations or liabilities assumed or incurred by the Recipient or your contractors or employees whether under contract, statute or otherwise.
- 13.4 Any staff employed by the Services Provider or its Sub-Contractors in connection with the performance of its obligations under this Agreement will be paid no less than the Living Wage.

14 Period of Agreement

- 14.1 This Agreement is effective from the date of the approval detailed on page 1 of this Grant Offer Letter and remains valid for a period of thirty (30) days unless agreed, in writing, by CC.
- 14.2 If the Recipient wish to accept the offer, one copy of the Grant Offer Letter is required to be signed and returned to CC.;

15. Intellectual Property Rights

- 15.1 CC and the Recipient agree that all rights, title and interest in or to any information, data, reports, documents, procedures, forecasts, technology, Know-How and any other Intellectual Property Rights whatsoever owned by either the CC or the Recipient before the Commencement Date or developed by either party during the grant period, shall remain the property of that party.
- 15.2 Where CC has provided the Recipient with any of its Intellectual Property Rights for use in connection with the Project (including without limitation its name and logo), the Recipient shall, on termination of this Agreement, cease to use such Intellectual Property Rights immediately and shall either return or destroy such Intellectual Property Rights as requested by CC.

16. Anti-discrimination

- 16.1 The Recipient shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) in employment.
- 16.2 The Recipient shall take all reasonable steps to secure the observance of clause 16 by all servants, employees or agents of the Recipient and all suppliers and sub-contractors engaged on the Project.

17. Human rights

- 17.1 The Recipient shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Agreement as if the Recipient were a public body (as defined in the Human Rights Act 1998).
- 17.2 The Recipient shall undertake, or refrain from undertaking, such acts as the CC requests so as to enable the CC to comply with its obligations under the Human Rights Act 1998.

18. Insurance

- 18.1 The Recipient shall effect and maintain with a reputable insurance company a policy or policies in respect of all risks which may be incurred by the Recipient, arising out of the Recipient's performance of the Agreement, including death or personal injury, loss of or damage to property or any other loss (the Required Insurances).
- 18.2 The Required Insurances referred to above include (but are not limited to):
- (a) public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Project; and

- (b) employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Project.

18.3 The Recipient shall (on request) supply to CC a copy of such insurance policies and evidence that the relevant premiums have been paid.

19. Termination

CC may terminate this Agreement and any Town Vitality Funding Grant payments on giving the Recipient three (3) months written notice should it be required to do so by financial restraints or for any other reason.

20. Assignment

The Recipient may not, without the prior written consent of the CC, assign, transfer, sub-contract, or in any other way make over to any third party the benefit and/or the burden of this Agreement or, except as contemplated as part of the Project, transfer or pay to any other person any part of the Town Vitality Funding Grant.

21. Liability

21.1 CC shall not be liable for any breach of the Agreement if and to the extent that such breach is itself caused by a breach by the Recipient of its obligations under the Agreement or the Grant Offer Letter, or the negligence or wilful misconduct of the Recipient.

21.2 No Party shall be liable to the another Party for indirect, special or consequential loss or damage in connection with the Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

21.3 CC shall not be liable to the Recipient whether in contract, tort (including negligence) breach of statutory duty, or otherwise for any losses arising under or in connection with the Agreement that would exceed the maximum amount to be paid to the Recipient under the Agreement.

22. Notices

All notices and other communications in relation to this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, or mailed (first class postage prepaid) to the address of the relevant party, as referred to above or otherwise notified in writing. If personally delivered all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

23. Entire agreement

This Agreement (together with all documents attached to or referred to within it) constitutes the entire agreement and understanding between the parties in relation to the Town Vitality Funding Grant and supersedes any previous agreement or understanding between them in relation to such subject matter.

24. Electronic Signatures

Each Party agrees to sign this Agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this Agreement as if signed by each Party's manuscript signature.

I have priced for a solid aluminium, powder coated tray sign, which will have the longest possible lifespan for signage in the Coastal area.

We can use cheaper composite materials, however these deteriorate much quicker in the salt air.

To produce and supply as required

1 x 4780mm x 1120mm

Solid aluminium folded tray sign

Powder coated white or black, depending on the design

Supplied in 2 pieces with a join in the centre

Full colour printed and laminated face (depending on the design, we may be able to go for vinyl cut applied to the panel, which is slightly cheaper)

50mm returns

Removal of old signage and installation of new on site

£1593.50 plus vat

Disposal of old signage if required

£30.00 plus vat

Depending on your budget, there is the option of adding additional raised acrylic onto the signage, to give a more 3D effect.

The artwork will be additional, depending what you'd like, however I imagine this to be

£40.00 - £60.00 plus vat

Proposal for the creation of a Tree Champions Network

Bude-Stratton Town Council (BSTC) has declared a Climate Emergency and made a commitment to become carbon neutral, and trees are going to be an important tool to help us realise this goal. We are also experiencing a nature and biodiversity crisis with one million plant and animal species now threatened with extinction. ¹ Trees are also crucial in helping tackle this crisis because they provide food, homes and shelter for many species of bird, animal and insect. Along with these benefits, trees also help reduce air and noise pollution, cool air temperatures and help prevent flooding.

What is crucially important in terms of trees and climate change is the fact that our existing stock of mature trees are already holding millions of tonnes of carbon and that this should be preserved and not released. These existing trees are far more important than planting new trees. We do want to plant new trees but we need to recognise that this is planning for the future not the present as these will take many years to become significant carbon stores. ²

Cornwall Council (CC) has a statutory duty to protect trees but are sometimes slow to get Tree Preservation Orders (TPO) served and struggle to respond quickly to enforcement issues where trees are being removed without permission. This problem is leading to tree losses and once lost a tree is lost it is lost for good - it cannot be 're-built' or 'returned to its former use' even with replanting.

We are in the most intensive period of development that the Duchy has ever experienced and pressure on trees has never been higher. Their protection has therefore never been more important.

This proposal aims to create a network of community Tree Wardens (Champions) who can act as eyes and ears for CC and BSTC. This network of people can be a resource that can support and work in tandem with CC to give better outcomes for trees in Bude-Stratton.

The volunteers can be trained in house and empowered to allow them to make TPO assessments and to highlight tree enforcement issues to CC and the Forestry Commission. They will be trained to create accurate TPO maps and forms so that the completed documentation can then be passed to CC with everything necessary to make a TPO, so saving valuable time and saving CC from having to send Officers to site.

Proposal

1. That BSTC creates a Tree Champion Network which:
 - a) works with the Planning Committee to consider planning applications which have an impact on trees, monitor tree planting conditions within planning applications and apply for TPOs if required. The Tree Champions could also identify where trees have been removed without appropriate permission and report to Planning Committee to initiate enforcement action.
 - b) works with the Facilities Manager and the Environment and Climate Change Forum to help identify suitable areas and species for tree planting, and to provide maintenance for newly planted trees.

2. That BSTC advertises for a volunteer to co-ordinate the Tree Champion Network plus 3-4 volunteers to be Tree Champions. That the Co-ordinator reports to the Facilities Manager and has a non-voting seat on the Planning Committee.

¹ [Biodiversity: Why the nature crisis matters, in five graphics - BBC News](#)

² [How much Carbon does one Tree absorb? | CarbonPirates](#)

3. That BSTC organises training for the volunteer Tree Champions from Falmouth TC (who already have an established Tree Champion network and have offered to help with this) and the Forest for Cornwall (who are running a Tree Warden scheme focussed on new tree planting).
4. That BSTC sets aside £50 per Tree Champion per year up to a maximum of £250 to cover travel costs for training, ID badges and documentation if needed (printing, info booklets etc..)

Cornwall Council Community Network Highways Scheme Expression of Interest Form

Notes

To help us process your Expression of Interest, please:

- Read the Community Network Highways Scheme guidance carefully
- Complete the form as fully as you can and return to your Cornwall Councillor, and copy in your Highways Manager and Community Link Officer
- Let us know if you have any questions before sending in your application

Section A: Contact details

1. Name/position of person submitting this proposal	<i>Katie Goode, Lead Cllr for Transport & Connectivity, Bude-Stratton Town Council</i>
2. Contact email	<i>cllr.kgoode@bude-stratton.gov.uk</i>
3. Contact telephone number	

Section B: Scheme outline

<p>1. Location</p>	<p>Bude - Crooklets Rd</p> 
<p>Schemes should include proposals to deliver against one or more of the six goals of The Cornwall Transport Plan: www.cornwall.gov.uk/connectingcornwall</p>	
<p>2. What is the LTP objective you are trying to achieve? Tackling Climate Change Supporting healthy active lifestyles and wellbeing Supporting community and road safety</p>	
<p>3. What is the problem? What local outcome you are aiming to achieve? Aim: With this EOI, BSTC are after a design and build solution for Crooklets Rd, "across the Downs" in Bude. Overview: Pedestrians and Cyclists between much of Flexbury, Bude Holiday Park and the Bude shopping area walk along Crooklets Road - which is unlit and has no pavement. We are looking for a solution that allows Active Network Traffic and Mobility Scooters to be much more visible to traffic, for traffic to be aware of pedestrians, and for pedestrians to feel safer walking along the 30mph dark road.</p>	



The yellow area is served by this road (in red) - being the shortest and most natural route for those users to get to Bude town and the local supermarket.



Pedestrians are most often in the road itself as the grass verges are too unpredictable and tight. Mobility scooters and families on bikes also are forced into the road.

Pedestrians are incredibly hard to spot by drivers at night, and because of the undulating ground headlights can sometimes only catch pedestrians at the last moment. Pedestrians can be unexpected too, even during the day, due to the roads very central location visiting drivers expect there to be a path. BSTC also keep receiving reports of speeding cars - but this can also be that a 30mph car seems incredibly fast when you're having to share the road with it while walking.



Either side of the road is Bude Golf Course. When it's light, there is often quite a bit of crossing foot traffic - so much so that you can note the dirt on the ground being carried from the course. Vehicle traffic should be much more aware of potentially distracted sports players, carrying heavy gear or with golf buggies.

4. How have you identified this problem? Let us know of any evidence available, including community representations or if the problem has been looked at previously any feasibility studies or similar.

Public reports, councillor experience, "speeding" reports, area wide consultation about the downs RE: cycle path [https://www.bude-stratton.gov.uk/wp-content/uploads/2022/11/Data_Q14_221109-combined_1.pdf] 69.7% supportive of some cyclepath (out of 1780 respondents)

Area accidents;
 Date: 22/09/2006
 Severity: Slight
 Number of Vehicles Involved: 2
 Number of Casualties Involved: 1

Date: 25/12/2005
 Severity: Slight
 Number of Vehicles Involved: 1
 Number of Casualties Involved: 1

5. Why is this a priority for the parish council?

BSTC know that a whole new footpath or street lighting may not be the answer for this location or budget - so they are open to creative solutions, including creating a one-way network for cars if that's required for a solution to work. We are also keen to explore plans on how we can connect more areas by a cycle network (specifically between Bude and Crooklets). We believe that there is a solution which can make the road much safer for Active Network Traffic, while still providing route options for vehicle traffic between Flexbury and Bude. We want to be encouraging visitors from the local campsite to be green and walk or cycle between the campsite and Bude.

6. Is there any additional funding available to support this scheme? If so, how much and from what source?

There may be a discussion that can be held with Bude Golf Club.

7. Area of benefit – schemes which benefit a larger area of the Community Network are encouraged

Bude, Flexbury, Northcott Mouth, Bude Holiday Resort.

Declaration

I declare that the information supplied in this form is true to the best of my knowledge and that, if I am submitting this proposal on behalf of a town or parish council, or another organisation I have their consent to do so.

Signature:



Date: 20th Jan 2023

Name (Please Print): Katie Goode

Privacy Notice: This information is being collected by Cornwall Council. The Chief Executive is the Council's Data Controller. Any information provided may be retained on computer or in manual files in accordance with the Council's policy for the retention of information. This information will be used for processing your expression of interest. It may also be used for related council purposes, including for regulatory functions and investigating fraud. It will not be disclosed to any third party except where the council specifically contracts for data processing support. The information may be used for statistical or research purposes, which will be de-personalised where appropriate.

Please return to your Cornwall Councillor and copy in your Highways Manager, Community Link Officer.

Any queries regarding any of the payments below please contact the BSTC office prior to the meeting - email accounts@bude-stratton.gov.uk							
SCHEDULE OF PAYMENTS ALREADY MADE BETWEEN 13TH JANUARY 2023 AND 2ND FEBRUARY 2023				Invoice	VAT	Total	Total per supplier
VO1718	Staff, HMRC, Cornwall Pension Fund	January 2023 - Salaries, Tax, NI and Pension		72,373.34	0.00	72,373.34	72,373.34
VO1719	LITE Ltd	Christmas Lights for Triangle		4,047.00	809.40	4,856.40	4,856.40
VO1720	British Telecom - DD	Phones/ Broadband Jan - March 2023		653.83	130.77	784.60	784.60
VO1721	Pozitive Energy - DD	Crooklets Public Conveniences - Electricity - December 2022		125.25	6.26	131.51	
VO1722	Pozitive Energy - DD	Library - Electricity - December 2022		455.38	91.08	546.46	
VO1723	Pozitive Energy - DD	The Castle - Electricity - 22/11/22 - 30/11/22		537.85	107.57	645.42	
VO1724	Pozitive Energy - DD	The Castle - Electricity - December 2022		1,692.84	338.57	2,031.41	
VO1725	Pozitive Energy - DD	The Unit - Electricity - 24/11/22 - 30/11/22		116.99	23.40	140.39	
VO1726	Pozitive Energy - DD	The Unit - Electricity - December 2022		814.18	162.84	977.02	
VO1727	Pozitive Energy - DD	The Parkhouse Centre - Electricity - 22/11/22 - 30/11/22		626.41	125.28	751.69	
VO1728	Pozitive Energy - DD	The Parkhouse Centre - Electricity - December 2022		804.05	160.81	964.86	
VO1729	Pozitive Energy - DD	Rattenbury Gardens - Electricity - 22/11/22 - 30/11/22		4.45	0.22	4.67	
VO1730	Pozitive Energy - DD	Rattenbury Gardens - Electricity - December 2022		15.32	0.77	16.09	
VO1731	Pozitive Energy - DD	The Triangle - Electricity - 22/11/22 - 30/11/22		10.49	0.52	11.01	
VO1732	Pozitive Energy - DD	The Triangle - Electricity - December 2022		35.29	1.76	37.05	
VO1733	Pozitive Energy - DD	Pitch & Putt - Electricity - 22/11/22 - 30/11/22 (to be recharged)		31.63	1.58	33.21	
VO1734	Pozitive Energy - DD	Pitch & Putt - Electricity - December 2022 (to be recharged)		118.21	5.91	124.12	
VO1735	Pozitive Energy - DD	Bude Light - Electricity - 22/11/22 - 30/11/22		6.29	0.31	6.60	
VO1736	Pozitive Energy - DD	Bude Light - Electricity - December 2022		20.83	1.04	21.87	
VO1737	Pozitive Energy - DD	Hele Bridge - Electricity - 22/11/22 - 30/11/22		4.68	0.23	4.91	
VO1738	Pozitive Energy - DD	Hele Bridge - Electricity - December 2022		16.14	0.81	16.95	6,465.24
VO1739	Rentokil - DD	Service Contract - 05/02/23-04/05/23		363.91	72.78	436.69	436.69
VO1740	South West Water - DD	Crooklets Public Conveniences - Water		312.05	0.00	312.05	312.05
VO1741	Unity Trust Bank - DD	BACS Charges		37.79	0.00	37.79	37.79
VO1742	UTP - DD	Transaction Charges		17.00	3.40	20.40	20.40
VO1743	Cash Cheque	Castle Petty Cash (Chq 300499)		178.12	0.00	178.12	178.12
VO1744	Cash Cheque	Office Petty Cash (Chq 300500)		64.40	0.00	64.40	64.40
VO1745	Cornwall Council	Annual Premises Licence - The Parkhouse Centre		180.00	0.00	180.00	180.00
VO1746	Mrs Rendle	Welcome to Bude sign (Chq 300498)		40.00	0.00	40.00	40.00
VO1747	Preservation Equipment Ltd	Museum Putty		11.90	2.38	14.28	14.28
VO1748	Mailchimp - Pre-paid Card	Mailchimp		22.04	4.41	26.45	26.45
				83,737.66	2,052.10	85,789.76	85,789.76
SCHEDULE OF PAYMENTS TO BE MADE ON THE 3RD FEBRUARY 2023							
VO1749	A39 Skip Hire	Skip Hire 16/01/23		400.00	80.00	480.00	480.00
VO1750	Amazon Payments UK Ltd	Terminal Screws for Unit CCTV (Cheapest)		9.91	1.98	11.89	
VO1751	Amazon Payments UK Ltd	Stationary for Library (Cheapest)		3.67	0.74	4.41	
VO1752	Amazon Payments UK Ltd	Stationary for Library (Cheapest)		4.16	0.83	4.99	
VO1753	Amazon Payments UK Ltd	Stationary for Library (Cheapest)		2.50	0.50	3.00	
VO1754	Amazon Payments UK Ltd	Male Twist Screws for Unit CCTV (Cheapest)		4.58	0.92	5.50	
VO1755	Amazon Payments UK Ltd	12 Foot Tripod Ladder (Similar not available locally)		529.00	0.00	529.00	
VO1756	Amazon Payments UK Ltd	Stationary for Library (Cheapest)		12.49	2.50	14.99	
VO1757	Amazon Payments UK Ltd	Stationary for Library (Cheapest)		13.32	2.67	15.99	
VO1758	Amazon Payments UK Ltd	Floor Vent for Room 4 floor repair (Cheapest & Fastest)		42.17	8.42	50.59	
VO1759	Amazon Payments UK Ltd	Arnold-Baker on Local Council Administration (£20 Cheaper than Publisher)		145.31	0.00	145.31	
VO1760	Amazon Payments UK Ltd	2024 Diaries (Not available Locally)		26.59	5.36	31.95	
VO1761	Amazon Payments UK Ltd	A3 Poster stands (Similar not available locally)		78.96	15.81	94.77	
VO1762	Amazon Payments UK Ltd	Acrylic Paint for Kings Coronation activities at the Castle (Cheapest)		11.99	0.00	11.99	924.38
VO1763	Biffa Waste Services Limited	Refuse Collection - The Unit		489.90	97.98	587.88	
VO1764	Biffa Waste Services Limited	Refuse Collection - The Parkhouse Centre		261.28	52.26	313.54	
VO1765	Biffa Waste Services Limited	Mixed Dry Recycling Collection - The Parkhouse Centre		79.08	15.82	94.90	
VO1766	Biffa Waste Services Limited	Glass Recycling Collection - The Parkhouse Centre		50.44	10.09	60.53	1,056.85
VO1767	Bradford Building Supplies	Ring shank		12.76	2.55	15.31	
VO1768	Bradford Building Supplies	Nails		25.25	5.05	30.30	
VO1769	Bradford Building Supplies	Lay flat Barrier Pipe Coil		69.31	13.86	83.17	128.78
VO1770	Bryan Sentence	Gallery Sales (BSTC £112.50)		262.50	0.00	262.50	262.50
VO1771	Bude Canal & Harbour Society	Section 137 Grant		200.00	0.00	200.00	200.00
VO1772	Bude & Stratton CancerSupport	Section 137 Grant		500.00	0.00	500.00	500.00
VO1773	Bude Jazz Festival	Section 137 Grant		500.00	0.00	500.00	500.00
VO1774	Bude Pilot Gig Club	Section 137 Grant		2,000.00	0.00	2,000.00	2,000.00

VO1775	Bude Pride	Section 137 Grant	800.00	0.00	800.00	800.00
VO1776	Bude Tennis Club	Section 137 Grant	1,000.00	0.00	1,000.00	1,000.00
VO1777	Bude Tyre Supplies	LG17 WLC - Headlight Bulb	11.00	2.20	13.20	13.20
VO1778	Bude Womens Group	Section 137 Grant	500.00	0.00	500.00	500.00
VO1779	Chadd's of Bude Ltd	Café Supplies	251.86	4.96	256.82	
VO1780	Chadd's of Bude Ltd	Café Supplies	183.93	17.93	201.86	
VO1781	Chadd's of Bude Ltd	Café Supplies	65.67	2.18	67.85	
VO1782	Chadd's of Bude Ltd	Café Supplies - Credit Note	-15.84	-3.17	-19.01	
VO1783	Chadd's of Bude Ltd	Café Supplies	88.91	0.00	88.91	
VO1784	Chadd's of Bude Ltd	Café Supplies	13.26	0.00	13.26	
VO1785	Chadd's of Bude Ltd	Café Supplies - Credit Note	-5.88	0.00	-5.88	603.81
VO1786	Charlie Prideaux	2 Loads of Green waste removal	120.00	24.00	144.00	144.00
VO1787	David Bradbury	Gallery Sales (BSTC £84.00)	196.00	0.00	196.00	196.00
VO1788	Devondale	Radiators for Lock Gates Café	1,121.28	224.26	1,345.54	1,345.54
VO1789	Dulux Decorators Centre	Paint for Castle	374.54	74.91	449.45	
VO1790	Dulux Decorators Centre	Paint for Castle	13.99	2.80	16.79	
VO1791	Dulux Decorators Centre	Paint for Castle	37.48	7.50	44.98	
VO1792	Dulux Decorators Centre	Paint for Castle	37.35	7.47	44.82	
VO1793	Dulux Decorators Centre	Paint for Castle	95.09	19.02	114.11	670.15
VO1794	Gentworks Ltd	Cleaning Supplies for Public Conveniences	130.00	26.00	156.00	156.00
VO1795	Gloria Bardell	Gallery Sales (BSTC £58.50)	136.50	0.00	136.50	136.50
VO1796	Great Atlantic Way	Agent Sales (BTSC £7.20)	12.80	0.00	12.80	12.80
VO1797	HBH Woolacotts	Heaters for Conference room	58.32	11.66	69.98	69.98
VO1798	Helen Wheeler	Food & Activities programme refund	15.00	0.00	15.00	15.00
VO1799	Inner Wheel Club of Bude	Section 137 Grant	250.00	0.00	250.00	250.00
VO1800	Jackie Diffey	Mayors Allowance - Christmas Cards for Staff	33.92	0.00	33.92	33.92
VO1801	James & Aldridge Garage Ltd	MOT - WA69 ZUC	54.85	0.00	54.85	54.85
VO1802	Katie Taylor	Agent Sales £5.76)	10.23	0.00	10.23	10.23
VO1803	Kathy Nettles	Gallery Sales (BSTC £34.62)	80.78	0.00	80.78	80.78
VO1804	Kernow Creative Partnership	Gallery Sales (BSTC £42.60)	99.40	0.00	99.40	99.40
VO1805	LDJ Coaching	Section 137 Grant	1,200.00	0.00	1,200.00	1,200.00
VO1806	LDLS Lighting and Sounds	Lighting for Lit Fest 2023	332.33	0.00	332.33	332.33
VO1807	Luna Redhead	Agent Sales (BSTC £16.18)	28.77	0.00	28.77	28.77
VO1808	Marisa's Cakes and Bakes	Café Supplies	45.00	0.00	45.00	45.00
VO1809	M & E Alarms (Barnstaple) Ltd	Replacement Batteries in remote devices - Pitch & Putt	11.00	2.20	13.20	
VO1810	M & E Alarms (Barnstaple) Ltd	Supply of Key Fobs - Bude Library	22.50	4.50	27.00	
VO1811	M & E Alarms (Barnstaple) Ltd	Supply of Key Fobs - Castle	22.50	4.50	27.00	67.20
VO1812	Nicholsons SW	Cleaning Supplies for Public Conveniences	449.64	89.93	539.57	539.57
VO1813	Nisbets	Teaspoons for Parkhouse Centre kitchens	16.70	3.34	20.04	20.04
VO1814	NM Technical Services	Replace Triangle Fuse	47.50	9.50	57.00	57.00
VO1815	Poughill Short Mat Bowling Club	Section 137 Grant	1,200.00	0.00	1,200.00	1,200.00
VO1816	Preservation Equipment Ltd	Storage boxes for Archive Team	47.05	9.41	56.46	56.46
VO1817	Redsmart Printing	Loyalty Cards for Castle Café	72.00	14.40	86.40	86.40
VO1818	Savona Foodservice	Café Supplies - Credit Note	-17.71	0.00	-17.71	
VO1819	Savona Foodservice	Café Supplies	108.17	0.00	108.17	
VO1820	Savona Foodservice	Café Supplies	107.83	0.00	107.83	198.29
VO1821	Screwfix	Tung Oil	55.98	11.20	67.18	
VO1822	Screwfix	Washers/ Wrench	7.71	1.54	9.25	
VO1823	Screwfix	Roofing Underlay	163.13	32.62	195.75	
VO1824	Screwfix	Beeswax	13.33	2.66	15.99	
VO1825	Screwfix	Hammer Tacker	27.89	5.58	33.47	
VO1826	Screwfix	Tubular Latch	1.78	0.36	2.14	
VO1827	Screwfix	Screws	3.58	0.71	4.29	
VO1828	Screwfix	High Energy Batteries	6.66	1.33	7.99	
VO1829	Screwfix	Rubber Tape for Summerleaze Play Area	7.48	1.49	8.97	
VO1830	Screwfix	Replacement Water Heater for Castle	108.33	21.66	129.99	
VO1831	Screwfix	Picture Hanging Kit	9.41	1.88	11.29	486.31
VO1832	Simon Floyd	Provision of Warm room at the Tree Inn Stratton - January 2023	400.00	0.00	400.00	400.00
VO1833	Society of Local Council Clerks	CiLCA Qualification Fee - I Saltern	450.00	0.00	450.00	450.00
VO1834	South West Water	Library Water	2.54	0.00	2.54	2.54
VO1835	Spinach for Norman	Folk Band for Kings Coronation - Deposit	100.00	0.00	100.00	100.00
VO1836	Swanskin Printmakers	Gallery Sales (BSTC £165.75)	386.75	0.00	386.75	386.75
VO1837	Tamar Trading	Flooring for Room 4 repair	1,012.00	202.40	1,214.40	

VO1838	Tamar Trading	Timber for Room 4 floor repair	90.38	18.08	108.46	
VO1839	Tamar Trading	Timber for Room 4 floor repair	438.00	87.60	525.60	
VO1840	Tamar Trading	Hardwood Plywood for Room 4 floor repair	518.88	103.78	622.66	2,471.12
VO1841	The Cornish Farmhouse Bacon Co Ltd	Café Supplies	47.57	0.00	47.57	47.57
VO1842	Under Pressure Media Limited	Shop Stock	263.45	0.00	263.45	263.45
VO1843	Viking	Stationary	130.94	26.19	157.13	157.13
			19,444.68	1,395.92	20,840.60	20,840.60
Grand Total			103,182.34	3,448.02	106,630.36	106,630.36
					BACS Due	20,867.05