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NORTHAM TOWN COUNCIL
TOWN HALL
WINDMILL LANE
NORTHAM
DEVON
EX39 1BY

To: All Members of the Northam Town Council

Town Clerk: Mrs Jane Mills BA(Hons) PSLCC
Telephone: 01237/474976
e-mail: townclerk@northamtowncouncil.gov.uk

You are hereby summoned to attend a meeting of the Town Council which will be held on Wednesday 26th April 2023 in the Town Hall Windmill Lane, Northam at 6.30 pm.
The agenda for the meeting is set out below.
Members of the public are welcome to attend the meeting

M. J. Mills

Jane Mills BA (Hons) Community Governance, PSLCC, MILCM
Town Clerk

Date of issue: 20th April 2023

Members are requested to switch off their mobile phones

Prayers will be said at 6.25pm for those wishing to attend
Guest Speaker Lucy Willans. North Devon Biosphere & Appledore School micro-reserve

AGENDA

- 1 Apologies**
- 2 Chairman's announcements**
- 3 Declarations of interest**
Members are reminded that all interests must be declared prior to the item being discussed)
- 4 To agree the agenda between Part A and Part B (confidential information)**
- 5 To confirm and sign the minutes of the Town Council Meeting held 29th March 2023**
- 6 To note and adopt the reports of minutes and resolutions contained therein from Committees and Sub-Committees (Items contained in Part B to be considered under Part B)**
 - Town Projects – 7th March 2023 (*herewith*)
 - Planning – 16th March 2023 and 30th March 2023 (*herewith*)

7 Action Points (herewith)

- 8 To receive and consider reports from the Town Clerk (herewith)**
Bank reconciliation as at year end.

9 Public Participation

We welcome Parishioners speaking or making representations, asking questions or giving evidence at the meeting of the Full Council in respect of any issue affecting the Northam Town Council area. A period of twenty minutes is allocated for this unless directed by the Chair of the meeting and a member of the public shall not speak for more than 4 minutes.

A question shall not receive a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given

- 10 To consider a response from Payphones at BT regarding the kiosk in the Seagate car park**
(herewith and sent by email)
- 11 To consider renewal of the lease of the committee room (draft lease attached, changes highlighted**
in yellow)
- 12 To consider extending the emergency hire for a further two months of a vehicle for the**
maintenance men. (information on alternatives { to follow} and copy of information provided to Town
Projects previously herewith)

PART B

- 13 To resolve: that under section 1(2) of the Public Bodies (Admission to**
Meetings) Act 1960 that the public and press be excluded from the meeting.
- 14 To confirm and sign the minutes of the Town Council Meeting held February**
22nd, 2023, Part B
- 15 To note and adopt the reports of minutes and resolutions contained therein**
from Committees and Sub-Committees (Items contained in Part B to be
considered under Part B)
No part B minutes
- 16 To resolve to readmit members of the press and public**

**Northam Town Council – Minutes of a meeting of the Town Council held on
Wednesday 29th March 2023 in the Town Hall at 6.30 pm**

Present: Cllrs Laws, (Chair), Davis, Edwards, Ford, Hames, Himan, Mrs Hodson, Leather, Mrs McCarthy, Miss Manley, Newman- Mckie, Sargent, Tisdale and Miss Woodhouse.

In attendance: Mrs J Mills, Town Clerk, Mr G Langton – Deputy Town Clerk
Reverend Vidamour
Members of the public (45)

2303/1038 Apologies
Apologies, none, all Members present

2303/1039 Chairman's Announcements
Members were advised of correspondence regarding the placement of two blue plaques for local Almshouses. The Trustees have agreed, to mark the sites of the old Appledore Almshouses and the Northam Almshouses with a couple of blue plaques, as a permanent reminder. One would be on the Appledore Community Hall, and the other on the end of the Northam Community Building in the Square. Whilst neither building is in the ownership of Northam Town Council, Members were happy to offer their support.

2303/1040 Declarations of interest
Members were reminded that all interests must be declared prior to the item being discussed.

2303/1041 To agree the agenda between Part A and Part B
It was **resolved** to agree the agenda between Part A and Part B, After bringing forward item 11 and item 19, to follow reports from the Town Clerk
Proposed: Cllr Tisdale, Seconded: Cllr Laws (all in favour)

2303/1042 To confirm and sign the minutes of the Town Council Meeting held 22nd February 2023
It was **resolved** to sign the minutes of the Town Council Meeting held 22nd February 2023
Proposed: Cllr Leather, Seconded: Cllr Tisdale
(majority in favour one abstention, not present at the meeting)

2303/1043 To note and adopt the reports of minutes and resolutions contained therein from Committees and Sub-Committees (Items contained in Part B to be considered under Part B

- Climate Emergency – 18th January & 27th February 2023 (*herewith*)
- Finance and HR – 16th January & 20th February 2023 (*herewith*)
- Planning – 2nd February, 16th February and 2nd March 2023 (*herewith*)
- Town Projects – 7th February 2023 (*herewith*)
- Westward Ho! Park – 17th January and 28th February 2023 (*herewith*)

It was agreed to note and adopt the reports of minutes and resolutions contained therein from Committees and Sub-Committees (Items contained in Part B to be considered under Part B

- 2303/1044 To receive and consider reports from the Town Clerk (Bank reconciliation as presented to Finance and HR)**
It was agreed to note the reports from the Town Clerk
- B/F**
- 2303/1045 To receive an update on Bone Hill car park and Windmill Lane car park**
Members were advised that the matter will come before the new TD Council and a feasibility study will be completed on all possible sites.
After some discussion it was **resolved** to write to TDC asking that Bone Hill car park be removed from their list of assets being considered for affordable housing.
Proposed: Cllr Mrs McCarthy, Seconded: Cllr Davis
An amendment to the resolution was proposed by Councillor Miss Manley that Windmill Lane should also be removed from the list.
This was seconded by Councillor Miss Woodhouse.
the vote was taken and the majority were in favour with one abstention.
Action Point: Town Clerk to write to TDC
- 2303/1046 B/F**
Summary Report from County Councillor
The County Councillor gave a brief update on the work he has done with regard to potholes. He also went on to speak about his locality budget and that he will have £5000 to allocate from 1st April.
- 2303/1047 Public Participation**
We welcome Parishioners speaking or making representations, asking questions or giving evidence at the meeting of the Full Council in respect of any issue affecting the Northam Town Council area. A period of twenty minutes is allocated for this unless directed by the Chair of the meeting and a member of the public shall not speak for more than 4 minutes.
A question shall not receive a response at the meeting nor start a debate on the question. The chair of the meeting may direct that a written or oral response be given
9 members of the public wished to speak, giving a range of reasons why they or the groups they spoke on behalf of, were opposed to building on Bone Hill car park. A further member of the public spoke about the telephone kiosk in the car park adjoining the Seagate.
At this juncture Cllr Ford left the meeting
- 2303/1048 To consider a request from Appledore Book Festival to adopt the red phone box in the car park adjoining the Seagate Hotel**
After some discussion It was **resolved** to write to BT asking what the current usage is and whether or not there were any plans to decommission the phone box, also, that the Appledore councillors seek information from local residents as to their wish to retain the kiosk.
Proposed: Cllr Mrs McCarthy, seconded: Cllr Davis (majority in favour with one abstention)
Action point: Town Clerk to write to BT and Appledore Councillors to consult with local residents.

- 2303/1049 To consider a request to TDC that there is additional provision for a burial ground in the Town Council area**
 It was **resolved** to write to TDC asking them to explore options for those living in the Northern Town Council area, and to consider viability of land behind Blackies in Appledore
 Proposed: Cllr Mrs McCarthy, seconded Cllr Davis, (majority in favour with 3 abstentions)
Action point: Town Clerk to write to TDC regarding a possible burial ground in the Town Council area.
- 2303/1050 To consider Town Council land holdings**
 It was **resolved** to meet the requirements of the Transparency Code for Smaller Authorities (2014) and publish details of its land and property holdings, allocating a budget of £3000 to acquire the land titles.
 Proposed: Cllr Miss Manley, seconded Cllr Tisdale, (all in favour)
Action point: Deputy Town Clerk to proceed with the work
- 2303/1051 To consider a recommendation from the Westward Ho! Park Committee**
 "that if there are fewer than three expressions of interest from contracts finder, the committee will invite other contractors to consider submitting quotes"
 It was **resolved** to accept the recommendation from the Westward Ho! Park Committee
 Proposed: Cllr Miss Manley, seconded Cllr Hodson, (all in favour)
- 2303/1052 Correspondence**
 Southwest Water
 CPRE
 It was agreed to note the correspondence.
- 2303/1053 To consider if Northam Town Council wishes to contribute to the Mental Health Provision Consultation, North Devon and Torridge**
 It was **agreed** that individual Cllrs should complete the consultation and the Town Clerk should write a letter of support on behalf of NTC
Action point: Town Clerk to write a letter of support
- 2303/1054 Street Matters: All street matters forwarded by e-mail**
- 2303/1055 To receive a Police/Councillor Advocate Report**
 Cllr Sargent reported on the speed watch that insurance issues have now been solved and speed watch is back in operation. Recently there had been 67 vehicles watched of which 5 had been speeding, the police have been informed and will write letters to the offenders. Councillor Sargent has requested two more sites to be considered, where speeds could be checked and is waiting for a response from the police
- 2303/1056 Summary Report from a District Member**
 Cllr Mis Manley reported on the recent Overview and Scrutiny Meeting where Members had received a presentation on behalf of North Devon and RDE hospitals. There are new ways of working and this is going well. Members were also advised of funding available through "Help for Households"

Minutes**Northam Town Council – Minutes of the Town Projects and Asset Meeting held on Tuesday 7th March 2023 in the Council Chamber, Windmill Lane, Northam**

Present: Cllrs Tisdale (Chairman), Edwards, Hames, Himan, Laws, Mrs McCarthy, and Miss Woodhouse.

In attendance: Mrs Jane Mills – Town Clerk

- 2303/969 Apologies**
Apologies were received from Cllr Leather.
- 2303/970 Chairman's announcements**
There were no announcements
- 2303/971 Declarations of interest**
Members were reminded that all interests should be declared prior to the item being discussed.
There were none
- 2303/972 To agree the agenda between Part A and Part B**
It was **resolved** to agree the agenda after agreeing to bring forward item 12 to follow item 8
Proposed: Cllr Mrs McCarthy, Seconded: Cllr Laws (all in favour)
- 2303/973 It was resolved to confirm and sign the minutes of the Town Projects Meeting held 7th of February 2023 as correct record after adding Cllr Miss Woodhouse to apologies.**
Proposed: Cllr Laws, Seconded: Cllr Tisdale (majority in favour 3 abstentions not present at the meeting).
- 2303/974 Public Participation**
Members of the public are permitted to make representations, answer questions and give evidence in respect of any item of business included in the agenda. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than 4 minutes. The period of time which is designated for public participation in accordance with standing orders shall not exceed 20 minutes.
No members of the public were present.
- 2303/975 To consider Action Points**
The Action Points were noted (Town Clerk to forward email re bus shelter)
Action point: resend e-mail
- 2303/976 To receive a report on vehicles(b/f)**
It was **resolved** that a further report be brought to the next meeting with the cost of leasing a new vehicle and selling the recently repaired vehicle.
Proposed: Cllr Laws, Seconded: Cllr Hames (all in favour)
Action point: Prepare a report for the next agenda
- 2303/977 To consider Grab Posts on Lookout Path**
It was **resolved** that prices should be sought for the cost of a grab post on each step.
Proposed: Cllr Hames, Seconded: Cllr Edwards (majority in favour one abstention)
Action point: Prepare a report for the next agenda

- 2303/978 To ratify a decision made under Chairman's Announcements to renew the Skatepark Lease and proceed with repairs**
It was **resolved** that the decision should be ratified as above.
Proposed: Cllr Tisdale, Seconded: Cllr Laws (all in favour)
- 2303/979 To receive an update on play park repairs following the ROSPA inspection**
It was agreed to note the update
- 2303/980 To consider revising the recording and reporting procedure and associated paperwork for internal play park inspections undertaken by Council employees**
It was **resolved** to accept the paperwork with the addition of a date column.
Proposed: Cllr Tisdale, Seconded: Cllr Himan (all in favour)
Action point: Add date column
- 2303/981 To consider the installation of a dog bin at end of path 26 by Seafield Holiday Park, Westward Ho!**
It was **resolved** to request TDC to install a dog bin at the suggested location and to ask when the dog bin at the junction of Tomouth Rd and Pitt Hill will be re-instated.
Proposed: Cllr Hames, Seconded: Cllr Tisdale (all in favour)
Action point: Write to TDC re installation of a dog bin
- 2303/982 To consider a request for installation of a dropped kerb at Morwenna by the Daisy Chain Centre (Cllr Ford)**
It was **resolved** to write to DCC asking the cost and permission to install
Proposed: Cllr Mrs McCarthy, Seconded: Cllr Tisdale (all in favour)
Action point: Write to DCC re installation of a dropped kerb
- 2303/983 To consider a request by the Friends of Appledore School to use Anchor Park for coronation celebrations (to follow)**
It was **resolved** to agree to the request
Proposed: Cllr Laws, Seconded: Cllr Tisdale (all in favour)
Action point: Advise applicant

Northam Town Council – Minutes of the Public Planning Meeting held 16th March 2023 at 6.30pm in the Council Chamber, Windmill Lane, Northam.

Present: Cllrs Davis (Chairman), Edwards, Ford, Hames, Mrs Hodson, Mrs McCarthy, Laws, Sargent and Tisdale.

In attendance: Guy Langton – Deputy Town Clerk
Tina Tucker – Admin Officer
Twenty-eight member of the public.
Mr Matt Harding (Goodrich Cutler Associates)
Mr Jeremy Murfitt (everything is somewhere Ltd)

001 Introduction and Apologies

Cllr Davis opened the meeting reminding the assembled that it was being conducted in line with the Council's Protocol on Pre-application Meetings. In line with the protocol, the meeting was open to the public as observers. Any questions members of the public had should have been passed to a Councillor prior to the meeting so they put it to the developers.

Apologies were recorded on behalf of Cllrs Miss Manley and Newman-McKie.

002 Declarations of interest:

Members were reminded that all interests should be declared prior to the item being discussed.

003 To receive a presentation from *everything is somewhere* regarding the plans for development at Richmond Dock and the surrounding land, Appledore.

Mr Matt Harding (of Goodrich Cutler Associates) and Mr Jeremy Murfitt (of everything is somewhere Ltd) introduced themselves and proceeded to present the attached to the assembled members of the council and public.

They opened by saying that the land owners were seeking a location to store boats and ships in their collection once those vessels had been restored.

It was confirmed that currently, the proposal being drawn up was for the roof and a small building which would service the

Briefly, the developers stated:

- That the body and fabric of the dry dock would not be affected.
- The planned wooden beam-supported roof design would stand on concrete legs that were outside the dock.
- The walls surrounding the dock would remain undisturbed.
- The dock gates would be refurbished, and remain in use, in the current arrangement. Weather-doors were planned to be installed above the gates to protect the vessel(s) inside the structure from the elements.
- The planned roof would be higher than the existing walls, though given the angle of view, people passing on foot would not be able to see the roof structure from the adjacent roads.
- Historic England had noted concerns regarding the roof, especially the expanse of 'living green roof'. The designers were reconsidering this.
- The remainder of the yard would be retained as working space. The small building planned would be in the yard. The yard would be tidied up.

Members of the Council asked the following questions and made the noted statements:

Cllr Tisdale asked why the planned roof height was low, concerned that this would restrict future use.

Response: The centre of the roof would be 2m higher than the perimeter. The roof height was restricted.

Cllr Tisdale asked what 'living green roof' would be made of.

Response: It was planned to be sedum, for aesthetic and water-attenuation reasons. Historic England had indicated their preference was for the roof to be in-keeping with the original industrial use of the dock.

Cllr Laws considered the proposal to renovate Richmond Dock a boon for the people of and visitors to Appledore. He asked if the owners planned to open the dock to allow members of the public to visit.

Response: It was anticipated that some open days would be occur each year and that schools could be given access on agreed dates. The site would ordinarily be closed to the public.

Cllr Ford considered that the proposals looked good on face value. He noted the contentious history of the site but that the proposals to renovate it deserved closer consideration.

Cllr Hames considered the inclusion of solar PV and water capture as part of the roof design would be positive changes. He asked if the yard space would be developed for workshops. He reiterated that public access would be a positive move.

Response: the images circulated showed the yard area having a 'civic' look but this would be changed.

The developer had been in dialogue with the RNLI, Maritime Museum and a Gig Club about their use of the yard areas, though these discussions were at an early stage.

Cllr Hames asked how the action of the dock, with water ingress and egress, would affect the tidal flow, water levels and local flooding and that the wider building activity would affect local people. He note that this should be dealt with through the planning process.

Cllr Edwards asked if the developer would share the presentation that was given?

Response: it would be shared in due course.

Cllr Edwards asked if the dock would be a dry or wet dock?

Response: It would be a dry dock, though it was believed a stream ran through the bottom of the dock.

Cllr Edwards asked what vessels were planned to be stored in the dock?

Response: The landowner had a small number of boats currently, which would be renovated and refurbished before being brought to the dock for storage.

There was a short adjournment at this juncture for a comfort break and to allow members of the public to pass questions to the elected members to put to the developers.

Cllr Ford noted that the developers would have to undertake full surveys before any works were carried out but that left alone the site would continue to deteriorate. He noted that part of the site may be Environment Agency-owned land.

Cllr Tisdale asked if any other development was planned for the site?

Response: Not at this stage the planners had been instructed to design the roof and one additional building.

Cllr Hames asked where the parking would be and how many spaces would be provided?

Response: The whole yard area could be used for parking. The number of spaces had not been calculated.

Cllr Hames asked what the small building that formed part of the proposal was for?

Response: It would be the office(s), welfare space, toilet facilities etc. for the dock area.

Cllr Laws requested that more of the perimeter wall be glass, so members of the public could see what was happening in the dock.

Response: the walls of the dock cover were designed with large expanses of glass.

The meeting closed at 7:10pm

Signed.....Dated.....

Northam Town Council – Minutes of the Planning Meeting held 16th March 2023 at 7.15pm in the Council Chamber, Windmill Lane, Northam.

Present: Cllrs Davis (Chairman), Hames, Mrs Hodson, Laws, Miss Manley, Sargent and Tisdale.

In attendance: Guy Langton – Deputy Town Clerk
Tina Tucker – Admin Officer
One member of the public.

2303/999 Apologies

Apologies were recorded on behalf of Cllr Newman-McKie.

2303/1000 Chairmans Announcements:

The Chairman made no announcements.

2303/1001 To agree the agenda as published

It was **resolved** to agree the agenda as published.

Proposed: Cllr Tisdale, Seconded Cllr Miss Manley (all in favour).

2303/1002 Declarations of interest:

Members were reminded that all interests should be declared prior to the item being discussed.

2303/1003 To confirm and sign previous planning committee meeting minutes.

It was **resolved** to confirm and sign the minutes of the Planning Committee Meeting held 2nd March 2023.

Proposed: Cllr Tisdale, Seconded: Cllr Newman-McKie (all in favour).

2303/1004 Public Participation

Members of the public are permitted to make representations, answer questions and give evidence in respect of any item of business included in the agenda. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than 4 minutes. The period of time which is designated for public participation in accordance with standing orders shall not exceed 20 minutes.

The member of the public did not wish to address the committee.

2303/1005 To consider the information received at the meeting held on 16th March 2023 regarding plans for the development of Richmond Dock.

The committee discussed the proposal that had been put before them in the meeting earlier that evening, feeling that the current proposal could divide opinion in the light of the pre-application advice the developer had received from Historic England.

It was noted that there would be a further public meeting as the plans developed.

2303/1006 Torridge District Council Planning Applications:

Torridge District Council, the determining Authority, has asked for comments from the Town Council on the following Parish planning applications:

i) **1/0101/2023/FUH**

Applicant: James

Location: 35 Amyas Way, Northam

Response date: 17th March 2023

Proposal: Erection of first floor extension over existing garage

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Miss Manley, Seconded: Cllr Tisdale (all in favour).

ii) 1/0652/2022/FUL

Applicant: Morris

Location: Land At Pitt Hill, Appledore

Response date: 10th March 2023 (extension requested)

Proposal: Residential development comprising the construction of 27 dwellings with associated access, estate roads, infrastructure, open space and landscaping (Amended plans and additional information)

Cllr Hames reported that he had called the proposal in to the Torridge District Council Plans Committee.

It was **resolved** to recommend the proposal be approved but that the following comments be reported to the planning officer.

The width of the planned shared use cycle way and pavement to the northern end of the development was not clear. The path ends in a gate, it was not clear if the gate would be of a design that enabled cyclists or those with mobility issues to make full use of the path. Nor was it clear the path would be delivered as a route connecting to Pitt Hill as it entered land outside the ownership of the developer on its route to the Pitt Hill.

No low-level lighting was indicated, especially along the shared-use path, raising safety concerns for users.

The housing mix had been amended. There was no clearly detailed evidence provided to substantiate this change. The affordable housing had been concentrated at one end of the development, rather than scattering it throughout.

Finally, the council did not consider that the amendments addressed the concerns it raised in its previous comment.

Proposed: Cllr Davis, Seconded: Cllr Hames (all in favour).

iii) 1/0166/2023/FUL

Applicant: Samuel

Location: Pig On The Hill, Westward Ho!

Response date: 16th March 2023

Proposal: Erection of 8 holiday lodges, replacement manager's dwelling and associated works

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Tisdale, Seconded: Cllr Miss Manley (majority in favour).

Cllr Tisdale left the meeting at this juncture.

iv) 1/0189/2023/FUH

Applicant: Jones

Location: Bryn Glas, Cluden Road, Northam

Response date: 24th March 2023

Proposal: Erection of extension, alterations to entrance and replacement of flat roof with pitched roof.

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Miss Manley, Seconded: Cllr Davis (all in favour).

v) 1/0192/2023/FUL

Applicant: Pettini

Location: 19 Western Avenue, Appledore

Response date: 24th March 2023

Proposal: Erection of single storey rear extension and raised decking

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Tisdale, Seconded: Cllr Mrs Hodson (majority in favour).

vi)

1/0193/2023/FUH

Location: Lakenham Rest, Lakenham Hill, Northam

Applicant: May

Response date: 25th March 2023

Proposal: Demolition of conservatory and erection of two storey extension and balcony.

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Laws, Seconded: Cllr Sargent (majority in favour).

2303/1007

Torridge District Council Planning Decisions

It was noted that Torridge District Council, the determining Authority, had **granted permission** for the following applications.

i)

1/0012/2023/FUL

Proposal: Erection of extension and alterations to create first floor and detached garage

Location: 5 Fairway, Appledore

(Northam recommended this proposal be granted permission)

There being no further business the meeting closed at 8:02pm

Signed.....Dated.....

Northam Town Council – Minutes of the Planning Meeting held 30th March 2023 at 6.30pm in the Council Chamber, Windmill Lane, Northam.

Present: Cllrs Davis (Chairman), Hames, Mrs Hodson, Laws, Miss Manley (part), Newman-McKie, Sargent and Tisdale.

In attendance: Guy Langton – Deputy Town Clerk
Cllr Mrs McCarthy (non-committee member)
One member of the public.
Mr I Rowland, Planning Policy Officer at Torridge District Council

2303/1061 Apologies
No apologies were received.

2303/1062 Chairmans Announcements:
The Vice Chairman reported that at the recent Torridge District Plans Committee, permission was granted for the sites at Pitt Hill (27 homes) and to demolish and replace 'Still Waters' on Torridge Rd, Appledore.

2303/1063 To agree the agenda as published
It was **resolved** to agree the agenda as published.
Proposed: Cllr Tisdale, Seconded Cllr Laws (all in favour).

2303/1064 Declarations of interest:
Members were reminded that all interests should be declared prior to the item being discussed.

2303/1065 To confirm and sign previous planning committee meeting minutes.
It was **resolved** to confirm and sign the minutes of the Planning Committee Meeting held 16th March 2023.
Proposed: Cllr Tisdale, Seconded: Cllr Manley (majority in favour, 1 abstention – not present at meeting).

2303/1066 To confirm and sign the special planning committee meeting minutes.
It was **resolved** to confirm and sign the minutes of the Special Planning Committee Meeting held 16th March 2023.
Proposed: Cllr Tisdale, Seconded: Cllr Laws (majority in favour, 1 abstention – not present at meeting).

2303/1067 Public Participation
Members of the public are permitted to make representations, answer questions and give evidence in respect of any item of business included in the agenda. Each member of the public is entitled to speak once only in respect of business itemised on the agenda and shall not speak for more than 4 minutes. The period of time which is designated for public participation in accordance with standing orders shall not exceed 20 minutes.
The member of the public did not wish to address the committee.

2303/1068 To receive an update from Mr I Rowland of Torridge District Council on the HELAA process and constitution.
Mr Rowland introduced himself as the co-manager of the Planning Policy team at Torridge District Council. He was attending the meeting at the request of the committee, which had written to him in December 2022 and requested his attendance upon receiving his reply.

He started by defining HELAA as Housing and Economic Land Availability Assessment, which had replaced the SHLAA (Strategic Housing Land Availability Assessment) in the new Local Plan development process. Its purpose was to identify and assess land for housing or economic development, thus forming part of the evidence base for the revised Local Plan.

Referring to the concerns raised by the Town Council in its December 2022 letter, he assured the meeting that the District Council understood those concerns. His view was that the Parish and Town Councils had been consulted, given the level of response in the spring of 2022.

He noted the Council's main concern was regarding the make-up of the HELAA stakeholder panel, being based towards the development industry. This was the aim, as the HELAA was a technical process, designed to identify land that could be delivered. Community representation was drawn from each District Council, with the Leader of TDC and Deputy Leader of NDDC. All Parishes and Town could not be represented as it would make the panel too cumbersome. There would be further community consultation on the land brought forward as part of the Local Plan.

At a recent meeting of the HELAA panel, 360 sites from 69 parishes across North Devon and Torridge. Some sites warranted very little time, so to include a Parish representative for each location would have extended the meeting considerably.

Questions were then asked by the members of the committee:

Cllr Hames noted that central government guidance was that local communities should be involved in the process, so why only two community representatives (when the SHLAA had had four), and with 360 sites to consider, could representatives not be drawn from a wider group? He felt that to rely on the latter stages of the Local Plan consultation process was not inclusive or broad enough. Why had the HELAA panel not included stakeholder representatives, such as Natural England?

Mr Rowland replied saying that the HELAA process was not to gather opinion but to assess the technical merits of each site. He confirmed the HELAA process did not grant planning consent, nor did inclusion of a site in the Local Plan, which would be considered by community representatives at TDC Full Council before inclusion in the Local Plan. Also, at the latter stages the community could modify the detail of any development through the planning consultation process.

Cllr Laws noted that local people were concerned about the number of houses planned for the area and the subsequent effects on the infrastructure and that the system nationally was biased in favour of the developers. His view was that if the members at Torridge District Council had been fully clear on the possible outcomes of the SHLAA process, the Local Plan would have included fewer sites.

Mr Rowland confirmed that TDC would choose the sites in the next iteration of the Local Plan, the number of homes to be provided would be derived from a central government formula, which equated to approx. 750 a year in North Devon and Torridge.

Cllr Tisdale asked if the HELAA and before that the SHLAA meetings were public or private and if they were minuted? The public perception of the process was key, there was an understanding that the community needed affordable housing for local people and that development should be supported by infrastructure.

Mr Rowland confirmed that the HELAA panel was constituted as a working group, so not publicly accessible. Its recommendations would need to be put to committees and then the Full Councils of ND and Torridge and those meetings were open to the public.

The HELAA and SHLAA panel meetings were held in private as commercially (and possibly politically) sensitive information was discussed. Planning officers took the information gathered at these meetings and prepared a list of suitable sites for consideration by members.

Cllr Miss Manley left at this juncture.

The Local Plan contained policies for infrastructure, but the District Council could not physically deliver all aspects of that infrastructure, such as schools, roads or medical facilities.

Cllr Mrs Hodson asked how the initial list of 360 sites had been arrived at, and were they land holdings that developers had already acquired? She was concerned that developers had put land forward for inclusion which later proved to be undeliverable, or difficult to deliver. She also noted a concern over the breadth of any consultation on the current Local Plan given the current objections to the development.

Mr Rowland reported that the HELAA process had started by considering sites that currently had planning consent or had been allocated as part of the SHLAA process included in the current Local Plan to ensure that the panel had got the process right and that new sites would be considered at subsequent meetings of the panel. The impact of a defined five-year land supply was notable, though overall the region had higher numbers currently identified than required to meet the quota.

Cllr Neman-McKie asked if Mr Rowland considered that TDC would be able to put learnt experience into practice, so the next phases of local development could be better managed? She asked if a new town may have offered some level of protection to the settlements across wider district?

Mr Rowland responded by saying he hoped that would be the case. Elected members at TDC should have been aware of the levels of local objection to developments during the development of the previous local plan, though he understood that site allocations would often be contrary to local people's views and that a 'green wedge' had been defined in the policies of the current Plan. He confirmed that all stages of the previous iteration of the Local Plan would have been considered by the appropriate committee or Full Council meeting of TDC.

Cllr Mrs McCarthy noted that the HELAA panel was small for reason of efficiency but was concerned that this excluded the local knowledge that communities had and that this was a mistake.

Mr Rowland explained that HELAA was not intended to exclude local views but to identify sites that would be technically suitable for delivery.

Cllr Sargent asked if 'Localism' had any purpose if central government could put pressure on local authorities to meet national targets for house building?

Mr Rowland agreed that there were problems in marrying-up local planning activities with top-down national expectations.

2303/1070 Torridge District Council Planning Applications:

Torridge District Council, the determining Authority, has asked for comments from the Town Council on the following Parish planning applications:

i) 1/0202/2023/FUL

Applicant: Platt

Location: Holmleigh, Golf Links Road, Westward Ho!

Response date: 31st March 2023

Proposal: Erection of replacement dwelling with associated works.

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Tisdale, Seconded: Cllr Laws (majority in favour).

ii) 1/0010/2023/NMAT

Applicant: Vistry Housebuilding SW

Location: Daddon Hill Farm, Daddon Hill, Northam

Response date: 6th April 2023

Proposal: Non material amendment to Planning Application 1/0004/2021/REMM - Alterations to site layout.

It was **resolved** to recommend the proposal be noted only.

Proposed: Cllr Tisdale, Seconded: Cllr Davis (majority in favour).

iii) 1/0246/2023/FUL

Applicant: Hutter

Location: Anchorage, 37 Windmill Lane, Northam

Response date: 6th April 2023

Proposal: Erection of single storey extensions, internal and external alterations and landscaping works

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Tisdale, Seconded: Cllr Sargent (all in favour).

iv) 1/0252/2023/FUL

Applicant: Morris

Location: 11 Polywell, Appledore

Response date: 10th April 2023

Proposal: Off road parking area

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Davis, Seconded: Cllr Tisdale (all in favour).

v) 1/0248/2023/FUL

Applicant: Williamson

Location: Land At Grid Reference 244396 129269, Tadworthy Road, Northam

Response date: 10th April 2023

Proposal: Erection of 1no. dwelling to include access and drainage arrangements.

It was **resolved** to recommend the proposal be deferred to the next meeting of this committee.

Proposed: Cllr Tisdale, Seconded: Cllr Sargent (all in favour).

Action point: Extension to response deadline to be requested.

vi) 1/0126/2023/FUL

Applicant: Braddicks Leisure

Location: The Fairway Buoy, Golf Links Road, Westward Ho!

Response date: 13th April 2023

Proposal: Proposed ground floor extension to existing property and first floor balcony extension and part retrospective permission for external ground floor decking

It was **resolved** to recommend the proposal be approved.

Proposed: Cllr Tisdale, Seconded: Cllr Newman-McKie (all in favour).

2303/1071 Torridge District Council Planning Decisions

It was noted that Torridge District Council, the determining Authority, had **granted permission** for the following applications.

- i) **1/1249/2023/FUL**
Proposal: Reserved matters application for Appearance, Landscaping, Layout, Access and Scale pursuant to planning approval 1/0123/2023/OUT (Re-submission of 1/0798/2022/REM)
Location: Land At Grid Reference 243202 129005, Kingsley Road, Westward Ho!
(Northam recommended this proposal be refused permission)
- ii) **1/0031/2023/FUL**
Proposal: Replacement garage
Location: Grandmas, Chircombe Lane, Northam
(Northam recommended this proposal be granted permission)
- iii) **1/0058/2023/FUL**
Proposal: Erection of 1no. dwelling
Location: 32 Fordlands Crescent, Bideford
(Northam recommended this proposal be granted permission)
- iv) **1/1256/2022/FUL**
Proposal: Two storey extension to rear of property to replace existing glazed conservatory, together with internal alterations.
Location: 37 Hanson Park, Northam
(Northam recommended this proposal be granted permission)
- v) **1/0123/2023/OUT**
Proposal: Outline application with all matters reserved for 1 no. dwelling (Variation of condition 4 of Planning Application 1/1142/2021/OUT) - Amendment to wording
Location: Land At Rowena, Kingsley Road, Westward Ho!
(Northam noted this proposal)
- vi) **1/0065/2023/FUH**
Proposal: Erection of a separate garden room, extension to patio and replace part of garden fence
Location: 10 Francis Drive, Westward Ho!
(Northam recommended this proposal be granted permission)
- vii) **1/1278/2022/FUL**
Proposal: Demolition of domestic stable block, construction of 1 no. dwelling with associated landscaping and parking
Location: Stables At Grid Reference 246073 129761, Wooda Road, Northam
(Northam recommended this proposal be granted permission)

There being no further business the meeting closed at 8:00pm

Signed.....Dated.....

FULL COUNCIL ACTION POINTS APRIL 2023

To receive an update on Bone Hill car park and Windmill Lane car park	Town Clerk wrote to TDC
To consider a request from Appledore Book Festival to adopt the red phone box in the car park adjoining the Seagate Hotel	Town Clerk wrote to BT (response, agenda item) and Appledore Councillors to consult with local residents
To consider a request to TDC that there is additional provision for a burial ground in the Town Council area	Town Clerk wrote to TDC regarding a possible burial ground in the Town Council area
To consider Town Council land holdings to meet the requirements of the Transparency Code (2015)	Deputy Town Clerk proceeding with the work, some of which can be seen on the website
To consider if Northam Town Council wishes to contribute to the Mental Health Provision Consultation, North Devon and Torridge	Town Clerk wrote a letter of support

Northam Town Council

Prepared by: _____

Name and Role (Clerk/RFO etc)

Date: _____

Approved by: _____

Name and Role (RFO/Chair of Finance etc)

Date: _____

Bank Reconciliation at 31/03/2023			
A	Cash in Hand 01/04/2022		289,131.66
	ADD Receipts 01/04/2022 - 31/03/2023		574,288.70
	SUBTRACT Payments 01/04/2022 - 31/03/2023		863,420.36
			617,413.83
	Cash in Hand 31/03/2023 (per Cash Book)		246,006.53
B	Cash in hand per Bank Statements		
	Cash	31/03/2023	0.00
	Nationwide Saver	31/03/2023	0.00
	Northam Town Council Burrows	31/03/2023	0.00
	Northam Town Council	31/03/2023	18,439.72
	Cambridge Building Society	31/03/2023	56,652.56
	Nationwide 95 day account	31/03/2023	87,199.52
	Cambridge and Counties Bank	31/03/2023	87,728.19
	Petty Cash	31/03/2023	154.66
	PayPal Account	31/03/2023	0.00
			250,174.65
	Less unrepresented payments		4,168.12
			246,006.53
	Plus unrepresented receipts		
B	Adjusted Bank Balance		246,006.53
	A = B Checks out OK		

phone 03457 213 213

MRS M J MILLS
Council Offices
1 Windmill Lane
Northam
Bideford Devon
EX39 1BY

M3187/J1028111000

32400

Community Directplus Account

Summary	Date	Description	Money out	Money in	Balance
Account title NORTHAM TOWN COUNCIL	28 MAR 23	OPENING BALANCE			

31 MAR 23 000000 CREDIT 4501501273880000

293.00 £ 18,439.72

Statement open

Statement close

Inter
Acc

3841 0000 06

Bank Identif

Deposits^o in
account are
the Financial Services
Compensation Scheme
(FSCS). More
information can be
found overleaf.

For more information on
eligible deposits please
refer to www.FSCS.org.uk

Abbreviations: **S** Sub Total (Intermediate Balance) **OD** Overdrawn Balance **OD/S** Overdrawn Intermediate Balance **NSTF** Non Sterling Transaction
Fee Details of overdraft interest rates are shown overleaf. Details of calculations of interest charged are available on request.

As you may be aware, on 23 March 2023, the Bank of England announced an increase in the Bank of England base rate from 4% to 4.25%. As a result existing overdrafts that are currently linked to the Bank of England base rate will have increased in line with this change.

Jane Mills

Full Council

10

From: payphones@bt.com
Sent: 18 April 2023 11:28
To: Jane Mills
Subject: RE: Adopt a Kiosk - 01237 474215

Dear Jane,

I have no record of being approached regarding this kiosk, there are no issues logged or any application to adopt, however, we don't log every conversation we have regarding day to day enquiries.

The current usage for the past 12 months is 90 calls, which comprises of 2 emergency calls, although we don't know if these were a genuine emergency and 48 freefone calls.

There are no current plans to remove this kiosk or telephony from it.

Yours sincerely

Linda Kennedy
BT Payphones

From: Jane Mills <townclerk@northamtowncouncil.gov.uk>
Sent: 17 April 2023 22:06
To: Payphones <payphones@bt.com>
Subject: Adopt a Kiosk

You don't often get email from townclerk@northamtowncouncil.gov.uk. [Learn why this is important](#)

Dear Sirs

We understand an approach has been made to yourselves recently in connection with a red telephone box which is located in the Seagate Car Park in Appledore Devon.

Northam Town Council is the owner of the car park, and would like to know what the current usage is of the phone box and whether or not there are any plans to decommission it.

Members of the Council are concerned about the possible loss of the box as it is adjacent to a defibrillator, also it is close to the river should there be any need to contact the rescue services.

We look forward to a response with answers to our questions.

Thank you

Jane Mills BA(Hons)

Town Clerk

Northam Town Council

(please acknowledge receipt of this e-mail)

Sent from [Mail](#) for Windows

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorised to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation to the contents of this information is strictly prohibited and may be unlawful.

Dated

2023

LEASE

relating to

**OFFICE G14 AND G15 COUNCIL OFFICES, WINDMILL LANE, NORTHAM, BIDEFORD,
EX39 1BY**

between

TORRIDGE DISTRICT COUNCIL

and

NORTHAM TOWN COUNCIL

Torrige District Council
Riverbank House
Bideford
Devon
EX39 2QG



THIS LEASE is dated

2023

Parties

- (1) **TORRIDGE DISTRICT COUNCIL** of Riverbank House, Bideford, Devon, EX39 2QG (Landlord).
- (2) **NORTHAM TOWN COUNCIL** of 1 Windmill Lane, Northam, Bideford, Devon, EX39 1BY (Tenant).

Agreed Terms

1. Definitions

The following definitions apply to this Lease (unless the context requires otherwise):-

Administration Fee: the sum of sixty-two pounds and ninety-two pence (£62.92) plus VAT.

Amendments: If the Tenant requires any amendments to this Lease after the date of completion which necessitates the Landlord to reissue a new Lease altering the original Lease due to a change of address, change of name, incorporation of a company or for any other reason (non-exhaustive list), an Amendment Fee is to be paid by the Tenant to the Landlord for the administration works undergone to reissue a new Lease.

Amendment Fee: the sum of thirty-one pounds and sixty-seven pence (£31.67) plus VAT.

Building: the building known as Council Offices Windmill Lane, Northam, Bideford, Devon, EX39 1BY shown edged red on Plan 2.

Building Insurance: the cost of the Building Insurance will be re-charged to the Tenant per annum

Break Date: A date which is at least three months after service of the Break Notice.

Break Notice: Written notice to terminate this lease specifying the Break Date.

Common Parts: the parts of the Building that are provided from time to time by the Landlord for common use by the Tenant, occupiers and users of the Building and their employees, agents, licensees and visitors.

Default: any failure by the Tenant to:-

- (a) pay the whole or any part of the Rent, Insurance Rent (if demanded) and any other sums reserved by this lease on the due dates for payment, whether formally demanded or not; or
- (b) observe and perform any tenant covenant contained or referred to in this lease.

EPC: Energy Performance Certificate: C74

Insured Risks: means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion and any other risks against which the Landlord decides to insure against from time to time and Insured Risk means any one of the Insured Risks. Expanded from Previous list

Interest Rate: the Law Society's interest rate from time to time in force.

Lease: This Lease between Torridge District Council and Northam Town Council

Lease Commencement Date: 1st April 2023

Permitted Use: Use as offices within Use Class E of the Town and Country Planning (Use Classes) (Amendment) (England) Regulations 2020.

Plan 1: the plan attached hereto and marked "Plan 1".

Plan 2: the Plan attached hereto and marked "Plan 2".

Property: Office G14 and G15 Council Offices, Windmill Lane, Northam, Bideford, Devon, EX39 1BY shown edged red on Plan 1.

Rent: the sum of One Thousand Seven Hundred and Twenty-Eight Pounds (£1728) per annum, payable by way of twelve equal monthly instalments.

increased
rent by £324 p.a

Rent Commencement Date: 1st April 2023

Rent Payment Dates: 1st calendar day of each month.

Schedule of Condition: Condition Photographs taken on 30th January 2020 showing the condition of the Property attached hereto and marked 'Windmill Lane G14 + G15'.

Service Charge: the reasonable cost to the Landlord of providing the Services and any sums due under clause 4.3.

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

Tenant Deliberate Damage: damage or destruction caused (with the intention of causing damage) by an act or omission of the Tenant or any Authorised Person

Term: three years from and including the 1st April 2023 up to and including the 31st March 2026 or the date on which the Tenant's rights under clause 3 are determined in accordance with clause 7 or clause 8.

Termination Fee: a sum of sixty pounds (£60) plus VAT if the Lease is terminated before or on the 1st April 2024 and thereafter a sum of forty pounds (£40) plus VAT if the Lease is terminated any other time during the remainder of the Term.

Third Party Rights: all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this Lease in the Property Register of title number DN520323.

Utilities: heat, electricity, water, sewage, energy, telecommunications and any other utilities available at the Property.

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

2. Interpretation

In the interpretation of this Lease, unless the context requires otherwise:-

2.1 In relation to any payment, a reference to a **fair proportion** is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.

2.2 A reference to the **Property** is to the whole and any part of it.

- 2.3 A reference to the **end of the Term** is to the end of the Term however it ends.
- 2.4 A **Working Day** is any day from Monday to Friday which is not Christmas Day, Good Friday or a statutory Bank Holiday in England.
- 2.5 Unless otherwise specified, a reference to a 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 legislation for the time being in force together with all orders, notices, codes of practice and guidance made under it.
- 2.6 A reference to laws in general is to all local and national laws in force for the time being.
- 2.7 Any obligation in this Lease on the Tenant not to do something includes an obligation not to agree to or suffer that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 2.8 Unless the context otherwise requires, where the words **include(s)** or **including** are used in this Lease, they are deemed to have the words 'without limitation' following them.
- 2.9 A **person** includes a corporate or unincorporated body.
- 2.10 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this Lease and clause headings do not affect the interpretation of this Lease.
- 2.11 The Landlord includes the person who, at any particular time, has the right to receive rent under this Lease Whenever more than one person or company is the Landlord the Tenant or the Guarantor, their obligations can be enforced against all or both of them jointly and against each individual who, at any particular time, has the right to receive rent under this Lease.
- 2.12 The Tenant includes the person who, at any particular time, is given the right by this Lease to possess the Property. Where the Tenant is two or more persons, obligations expressed or implied to be made by or with the Tenant are deemed to be made by or with such persons jointly and severally.

- 2.13 Any matter which this Lease requires to be decided by arbitration is to be referred to a single arbitrator under the Arbitration Acts. The Landlord and the Tenant may agree the appointment of the arbitrator, or either of them may apply to the President of the Royal Institution of Chartered Surveyors to make the appointment.
- 2.14 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as since amended) apply to any notice given under this Lease.

3. Grant

Previous 4, 7, 8

- 3.1 Subject to clauses 4, 6, 7 and 9 the Landlord demises the Property to the Tenant for the Term, the Tenant yielding and paying therefore the Rent **TOGETHER WITH** (in common with the Landlord and all others authorised by the Landlord):

- (a) The right for the Tenant its servants, employees and agents for the purpose only of gaining access to and egress from the Property at all times to pass on foot only over such Common Parts and parts of the Landlord's adjacent property as are strictly required to afford access to and egress from the Property,
- (b) The right to use all Service Media now or during the Term serving the Property,
- (c) The right of support and shelter by and from any adjoining property of the Landlord for the benefit of the Property,

3.2 The Landlord excepts and reserves:

- (a) rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the Term,
- (b) the right to use and to connect into Service Media at the Property which are in existence at the date of this Lease or which are installed or constructed during the Term,
- (c) the full and free right to develop, execute works, alter or rebuild any buildings or erections on any of the Landlord's neighbouring or adjacent property as the

Landlord may think fit and to use such neighbouring or adjacent property as the Landlord may think fit, and

- (d) the right to re-route any Service Media at or serving the Property or re-route any means of access to or egress from the Property.

4. Tenant's obligations

4.1 The Tenant shall pay to the Landlord by standing order or direct debit or such other method as the Landlord shall reasonably require without any deduction, set off or counterclaim in advance and on or before the Rent Payment Dates:

- (a) the Rent (and any VAT in respect of it). The first instalment of the Rent and any VAT thereon shall be made on the date hereof and shall be the proportion calculated on a daily basis in respect of the period from the Lease Commencement Date until the day before the next following Rent Payment Date,
- (b) the Building Insurance which is re-charged and payable to the Landlord under this Lease each year,
- (c) the Amendment Fee (if demanded),
- (d) the Termination Fee (if demanded),
- (e) a fee for the use of the Utilities (if demanded), and
- (f) all other sums payable to the Landlord under this Lease.

4.2 The Tenant shall pay and indemnify the Landlord against any Value Added Tax chargeable in respect of or levied on any payment due from or any supply made to the Tenant under or in connection with this Lease.

4.3 The Tenant shall be responsible for all charges in connection with the supply to or removal from the Property of electricity, water, sewage, telecommunications and other utilities and shall indemnify the Landlord in respect of such charges. Where no separate charge is made by the supplier of a utility in respect of the Property, the Tenant shall be responsible for and shall indemnify the Landlord in respect of a proper proportion of the

relevant charge together with a 5% administration fee, such proportion to be determined conclusively by the Landlord.

4.4 The Tenant shall pay:

4.4.1 all present and future rates, taxes, services and other outgoings and impositions whatsoever now or hereafter payable in respect of the Property, its use and any works carried out there, other than:

(a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this Lease; or

(b) any taxes, other than VAT and insurance premium tax, payable by the Landlord by reason of the receipt of any of the rents due under this Lease.

4.4.2 the cost of the grant, renewal or continuation of any licence or registration for using the Property for the use allowed to be paid promptly to the appropriate authority when due.

4.5 The Landlord shall not be liable for:

(a) any interruption in, or disruption to, the provision of any of the Service Media for any reason that is outside the reasonable control of the Landlord, or

(b) any injury, loss or damage suffered by the Tenant as a result of any absence or insufficiency of any breakdown or defect in any Service Media, except where due to the negligence of the Landlord.

4.6 The Tenant shall not make any proposal to alter the rateable value of the Property or that value as it appears on any draft rating list, without prior written approval of the Landlord.

4.7 The Tenant shall not:

(a) use the Property otherwise than for the Permitted Use,

(b) assign, underlet, charge, part with or share possession of, or otherwise dispose of the Property or any part of it or any interest in it,

(c) share occupation of the Property or any part of it,

(d) make any alteration or addition whatsoever to the Property (except with the prior written consent of the Landlord),

(e) put any signs at the Property (except with the prior approval of the Landlord),

(f) use the Property for any activities or purposes which are dangerous, noisy, offensive, noxious, illegal or immoral, or which are or may become or cause a nuisance or annoyance to the Landlord or to the owners or occupiers of any adjoining or neighbouring property, or

(g) hold any sale by auction or public show in the Property.

- 4.8 The Tenant shall keep the Property clean and tidy and in good repair and condition and shall make good any damage it causes to the Property, Building or Common Parts including all windows and doors together with all glass panels locks and furniture EXCEPT THAT the Tenant shall not be required to put the Property into any better state of repair or condition than it was in at the date of this Lease as evidenced by the photographic Schedule of Condition annexed to this Lease.
- 4.9 The Tenant shall act at all times in a reasonable and responsible manner and in accordance with any regulations that may be made by the Landlord from time to time.
- 4.10 The Tenant shall pass on any notices or other correspondence received at the Property concerning the Property or the Building or any neighbouring property and addressed to the Landlord or relevant to the Landlord's interest in the Property or the Building as soon as the Tenant receives it.
- 4.11 The Tenant shall allow the Landlord (and all others authorised by the Landlord) to enter the Property at any reasonable time for the purpose of ascertaining whether the terms of this Lease are being complied with and for any other purposes connected with the Landlord's interest in the Property or Building.
- 4.12 The Tenant shall not do any act, matter or thing (or permit or suffer any such act, matter or thing to occur) which would or might constitute a breach of any law affecting the Property or its use, further the tenant shall not cause nuisance or annoyance to neighbours.
- 4.13 The tenant shall comply with and fulfil all requirements under any legislation now or later enacted.

4.14 In the last three months of the Term (however it ends) the Tenant shall decorate such internal parts of the Property as are usually decorated in a proper workmanlike manner with two coats of good quality paint or varnish or good quality paper of kinds and colours as may be approved by the Landlord.

4.15 The Tenant shall:

- (a) be responsible for maintaining insurance in respect of its own fixtures and fittings and all and any additional items it brings onto the Property, and
- (b) maintain insurance against such public liability occupiers liability and other third party liability as are required to fulfil all usual insurance obligations incidental to its occupation and use of the Property and the Permitted Use and in any event up to a minimum insured sum at least £5,000,000.00 in connection with any injury or death loss or damage to any persons or property belonging to any third party arising out of the exercise by the Tenant its employees agents or independent contractors of the rights granted by this Lease and to indemnify the Landlord against all claims and proceedings made against the Landlord and shall provide the Landlord with details of such insurance(s) on request including a copy of the polic(ies) and of the latest premium receipt(s).

4.16 The Tenant shall pay to the Landlord on demand and on a full indemnity basis, the reasonable and proper costs and expenses of the Landlord including any solicitors' or other professionals' costs and expenses (incurred both during and after the end of the term) in connection with or in contemplation of:

- (a) the enforcement of the tenant covenants of this Lease,
- (b) the preparation and service of any notice or proceedings under section 146 or 147 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;
- (c) the preparation and service of any notice relating to wants of repair and condition of the Property and schedules of dilapidations either during the Term or those recording failure to give up the Property in the appropriate state of repair when this Lease ends.;

- (d) any application by the Tenant for the Landlord's consent under the terms of this Lease together with a registration fee of £30 for each document which this Lease requires the Tenant to register, to be paid to the Landlord's solicitors when presenting the document for registration.

- 4.17 The Tenant shall yield up the Property at the end of the Term with vacant possession and in the condition required by this Lease and upon so doing, it shall remove all furniture (and other items belonging to it), clear all rubbish from the Property and allow the Landlord during the last six months of the Lease period to fix a notice in a reasonable position on the outside of the Property announcing that it is for sale or to let.
- 4.18 The Tenant shall keep the Landlord indemnified from and against all expenses, costs, claims, damages and losses including any loss of amenity of the Property, directly arising from the Tenant's occupation of the Property, the repair or condition of the Property or from any breach of any tenant covenants in this Lease, or any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person on the Property with the actual or implied authority of any of them.
- 4.19 The Tenant shall at its own cost be responsible for the removal of all refuse from the Property in a manner and at intervals satisfactory to the Landlord, ensuring always appropriate recycling and use of communal bins in accordance with requirements of the Landlord.
- 4.20 The Tenant is to give the Landlord, or anyone authorised by it in writing, access to the Property on seven days' prior written notice during normal business hours (except in an emergency) for these purposes:
 - (a) inspecting the condition of the Property, or how it is being used,
 - (b) complying with any statutory obligation,
 - (c) viewing the Property as a prospective buyer or mortgagee or, during the last six months of the Lease period, as a prospective tenant,
 - (d) valuing the Property,
 - (e) inspecting, cleaning or repairing neighbouring property, or any sewers, drains pipes, wires, cables serving neighbouring property.

4.21 The Tenant must ensure that the EPC rating of C74 is not affected detrimentally by their works.

4.22 The Landlord may arrange an inspection by an energy assessor to produce a new EPC following any alterations or additions to the Property which have been carried out with the Landlord's consent.

5. Arrears and Late Payment of Rent

5.1 If the Rent, or any other sums properly due under this Lease shall be unpaid after becoming due (whether formally demanded or not):

- (a) the Landlord shall be at liberty to employ a debt recovery agent in the exercise of its recovery of such unpaid sums and it is agreed between the Landlord and the Tenant that the costs and expenses incurred in employing such a debt recovery agent by action or distress shall be recoverable as if those costs or expenses formed part of the Rent payable by the Tenant and in default of payment shall be recoverable as rent in arrear; and
- (b) the Tenant shall pay the Landlord interest at the Interest Rate (both before and after any judgment) on that amount for the period from the due date to and including the date of payment plus a standard administration fee of £2 such interest and an Administration Fee to be paid by the Tenant to the Landlord on demand and in default of payment shall be recoverable as rent in arrear.

6. Termination

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

- (a) any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not,
- (b) any breach of any condition of, or tenant covenant, in this Lease,
- (c) where any one of the following occurs in relation to the Tenant:

- (i) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant; or
- (ii) the making of an application for an administration order or the making of an administration order in relation to the Tenant; or
- (iii) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant; or
- (iv) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant; or
- (v) the commencement of a voluntary winding-up in respect of the Tenant or the making of a petition for a winding-up order or a winding-up order in respect of the Tenant; or
- (vi) the striking-off of the Tenant from the Register of Companies; or
- (vii) the Tenant otherwise ceasing to exist; or
- (viii) the Tenant goes into liquidation; or
- (ix) where the Tenant has any distress or execution levied on his goods.

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

6.3 The right of re-entry in the Lease will be exercisable if any covenant or condition contained in this Lease falling to be complied with by the Tenant is breached, as well as if any of the events stated in the provision for re-entry in the Lease occur.

6.4 When this Lease ends following an occurrence under Clause 6.1(c) the Tenant is to:

6.4.1 return the Property to the Landlord leaving it in the state and condition in which this Lease requires the Tenant to keep it; and

6.4.2 (if the Landlord so requires) remove anything the Tenant fixed to the Property and make good any damage which that causes but the forfeiture of this Lease does not cancel any outstanding obligation of either party or any Guarantor.

7. Option to Determine

7.1 The Tenant or Landlord may terminate this Lease by serving a Break Notice to be served at least three months before the Break Date during the Term on either party.

7.2 The Break Notice served by the Tenant shall be of no effect if, at the Break Date:

- a) the Tenant has not paid any part of the Rent which was due to have been paid,
- b) vacant possession of the whole of the Property is not given, or
- c) there is a subsisting material breach of any of the tenant covenants of this lease relating to the state of repair and condition of the Property.

7.3 Subject to clause 7.2, following service of the Break Notice this Lease shall terminate on the Break Date. Termination of this Lease on the Break Date shall not affect any other right or remedy that either party may have in relation to any earlier breach of this lease.

7.4 On the Break Date, the Landlord shall refund to the Tenant the proportion of the Rent and any VAT paid in respect of it for the period from and including the Break Date, up to but excluding the next Rent Payment Date, calculated on a daily basis.

8. Landlord's obligations

8.1 The Landlord covenants with the Tenant that, so long as the Tenant pays the rents reserved by and complies with its obligations in this Lease, the Tenant shall have quiet enjoyment of the Property without any lawful interruption by the Landlord or any person claiming under the Landlord.

8.2 The Landlord covenants with the Tenant to keep in good and tenantable repair and condition any parts of the structure exterior and Common parts of the Property and the Building not required to be maintained by the Tenant (including the main walls and timbers and external decoration) and the roofs, the foundations and Conduits of the Building.

9. Insurance

9.1 The Landlord shall effect and maintain insurance of the Building (but excluding any Tenant's and trade fixtures in the Property) in accordance with this clause:

(a) unless the insurance is vitiated by any act or omission of either:

(i) the Tenant, any person deriving title under the Tenant or any person at the Property with the express or implied authority of any of them; or

(ii) any tenant of the Landlord of any part of the Building other than the Property, any person deriving title under them or any person in the Building with the express or implied authority of any of them; and

(b) subject to:

(i) any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer; and

(ii) insurance being available on reasonable terms in the London Insurance market.

9.2 The insurance of the Building shall be maintained with reputable insurers, on fair and reasonable terms that represent value for money, for an amount not less than the Reinstatement Cost against loss or damage caused by any of the Insured Risks, and shall include additional cover, if practicable, against damage arising from an act of terrorism.

9.3 The Tenant shall pay to the Landlord on demand the cost of the Building Insurance.

9.4 In relation to any insurance effected by the Landlord under this clause, the Landlord shall:

(a) at the request of the Tenant supply the Tenant with:

(i) full details of the insurance policy,

(ii) evidence of payment of the current year's premiums, and

(iii) details of any commission paid to the Landlord by the Landlord's insurer,

(b) procure that the Tenant is informed of any change in the scope, level or terms of cover as soon as reasonably practicable the Landlord or its agents have become aware of the change;

(c) use all reasonable endeavours to procure that the landlord's insurer:

(i) waives its rights of subrogation against the tenant and any lawful sub-tenants or occupiers of the property;

(ii) includes in the insurance policy a non-invalidating provision in respect of any act or default of the tenant; and

(iii) permits the interest of the tenant to be noted on the policy of insurance either specifically or by way of a general noting of tenants' interests under the conditions of the insurance policy.

9.5 The tenant shall:

(a) comply at all times with any requirements or recommendations of the landlord's insurer that relate to the property or the use by the tenant of the common parts, where written details of those requirements or recommendations have first been given to the tenant,

(b) immediately inform the landlord if any matter occurs in relation to the tenant or the property that any insurer or underwriter may treat as material in deciding whether or on what terms, to insure or continue insuring the building and shall give the landlord notice of that matter, and

(c) immediately inform the landlord if any damage or loss occurs that relates to the property and shall give the landlord notice of that damage or loss.

9.6 In relation to any insurance arranged by the Landlord under this clause, the Tenant shall not do or omit to do anything and shall not permit or suffer anything to be done that may:

(a) vitiate the insurance contract,

(b) cause any money claimed under the insurance to be withheld or

(c) cause any premium paid for the insurance to be increased or cause any additional premium to be payable, unless previously agreed in writing with the Landlord.

9.7 Other than Tenant's fixtures and fittings, the Tenant shall not insure the Property against any of the Insured Risks in such a manner as would permit the Landlord's insurer to cancel the Landlord's insurance or to reduce the amount of any money payable to the Landlord in respect of any insurance claim.

9.8 Notwithstanding the obligation on the Tenant in Clause 9.7, if the Tenant or any person deriving title under or through the Tenant shall at any time be entitled to the benefit of any insurance of the Property, the Tenant shall immediately cause any money paid to the Tenant under that insurance to be applied in making good the loss or damage in respect of which it was paid.

9.9 If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:

(a) make a claim under the insurance policy effected in accordance with this clause,

(b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy, and

(c) subject to Clause 9.8, use any insurance money received (other than for loss of rent) to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building.

9.10 The Landlord shall not be obliged under Clause 9.9 to repair or reinstate the Building or any part of it:

(a) unless and until the Landlord has obtained any necessary planning and other consents for the repairs and reinstatement work, or

(b) so as to provide premises or facilities identical in size, quality and layout to those previously at the Building so long as the premises and facilities provided are reasonably equivalent,

(c) after a notice has been served pursuant to Clause 9.12 or Clause 9.13.

9.11 If the Building is damaged or destroyed other than by Tenant Deliberate Damage that causes either the insurance policy to be vitiated or any money claimed under the insurance to be withheld so that the Property is wholly or partly unfit for occupation and use, or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable, then payment of the Annual Rent or a fair proportion of it

according to the nature and extent of the damage, shall be suspended until the earlier of the following:

- (a) the date the Tenant can occupy and use the Property in the manner contemplated by this Lease prior to the date of the damage or destruction; and
- (b) the end of three years from the date of damage or destruction.

9.12 Subject to Clause 9.14, the Landlord may give the Tenant notice terminating this Lease with immediate effect if:

- (a) the Property is damaged or destroyed or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable, and
- (b) the Landlord reasonably decides that it is either impracticable or impossible to reinstate the Property and the Common Parts within three years from the date of the damage or destruction.

9.13 The Tenant may give the Landlord notice terminating this Lease with immediate effect (subject to Clause 9.14) in either of the following situations:

(a) where the Property is:

(i) damaged or destroyed in whole or in part so that it is unfit for occupation or use, or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable in each case unless the damage or destruction is Deliberate Damage, and

(ii) is not accessible and/or not fit for occupation and use by the end of three years from the date of damage or destruction; or

(b) where:

(i) the Property is damaged or destroyed in whole or in part so that it is unfit for occupation or use, or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and

(ii) the damage or destruction is not Deliberate Damage; and

(iii) the Landlord has not given notice to the Tenant within six months of the date of damage or destruction that the Landlord will reinstate the Property at the

Landlord's own cost and either the damage or destruction is caused by a risk which is not an Insured Risk, or the damage or destruction is caused by a risk which is not covered by the Landlord's insurance because of an exclusion from or limitation to the policy of insurance, which exclusion or limitation is permitted by Clause 9.1.

- 9.14 Any notice to terminate this Lease by either the Landlord or the Tenant under this Clause 9 shall be without prejudice to the rights of either party for breach of any of the covenants in the Lease.
- 9.15 If this Lease is terminated by either the Landlord or the Tenant under this Clause 9, then any proceeds of the insurance effected by the Landlord shall belong to the Landlord.
- 9.16 The Landlord shall keep the Property insured against loss or damage by the Insured Risks for the sum which the Landlord considers to be its full reinstatement cost. The Landlord shall not be obliged to insure any part of the Property installed by the Tenant.
- 9.17 The Landlord shall, subject to obtaining all necessary planning and other consents, use all insurance money received to repair the damage for which the money has been received or (as the case may be) in rebuilding the Property. The Landlord shall not be obliged to:
- a) provide accommodation identical in layout or design so long as accommodation reasonably equivalent to that previously at the Property is provided, or
 - b) repair or rebuild the Property after a notice has been served pursuant to clause 9.12

10. Provisos

- 10.1 The benefit of this Lease is personal to the Tenant and non-assignable and the rights granted in clause 3. may only be exercised by the Tenant, its employees and invitees.
- 10.2 The Landlord gives no warranty that the Property is legally or physically fit for the Permitted Use.
- 10.3 The Landlord shall not be liable for the death of or injury to or for damage to any property of or for any losses claims damages actions proceedings damages costs or

expenses or other liability incurred by the Tenant or any other person in the exercise or purported exercise of the rights granted by clause 3.

10.4 All notices given by the parties shall be in writing and shall be sufficiently served if (in the case of the Tenant) delivered by hand or sent by post to the Tenant at its last known address or at the Property or (in the case of the Landlord) delivered by hand or sent by post to the Landlord at: Riverbank House, Bideford, Devon EX39 2QG.

10.5 The parties confirm that:

a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the Landlord and Tenant Act 1954, applying to the tenancy created by this Lease, before this Lease was entered into a copy of which notice is annexed;

b) the Tenant made a declaration dated 2023 in accordance with the requirements of section 38A(3)(b) of the Landlord and Tenant Act 1954 a copy of which declaration is annexed to this Lease;

there is an agreement for Lease to which this lease gives effect and the form of this Lease is in all material respects the same as that which was in their contemplation at the time that the Landlord served the notice referred to at 10.5(a) above.

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

10.7 Except where expressly provided none of the provisions of this Lease are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to this Lease.

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

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

To: **NORTHAM TOWN COUNCIL** of 1 Windmill Lane, Northam, Bideford, Devon, EX39 1BY

From: **TORRIDGE DISTRICT COUNCIL** of Riverbank House, Bideford, Devon EX39 2QG

Date: 2023

IMPORTANT NOTICE

You are being offered a lease without security of tenure. Do not commit yourself to the Lease unless you have read this message carefully and have discussed it with a professional adviser.

Business tenants normally have security of tenure - the right to stay in their business premises when the Lease ends.

If you commit yourself to the Lease you will be giving up these important legal rights.

- You will have **no right** to stay in the premises when the Lease ends.
- Unless the landlord chooses to offer you another Lease, you will need to leave the premises.
- You will be unable to claim compensation for the loss of your business premises, unless the Lease specifically gives you this right.
- If the landlord offers you another Lease, you will have no right to ask the court to fix the rent.

It is therefore important to get professional advice - from a qualified surveyor, lawyer or accountant - before agreeing to give up these rights.

If you want to ensure that you can stay in the same business premises when the Lease ends, you should consult your adviser about another form of Lease that does not exclude the protection of the Landlord and Tenant Act 1954.

If you receive this notice at least 14 days before committing yourself to the Lease, you will need to sign a simple declaration that you have received this notice and have accepted its consequences, before signing the Lease.

But if you do not receive at least 14 days notice, you will need to sign a 'statutory' declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the Lease sooner, you may want to ask the landlord to let you have 14 days to consider whether you wish to give up your statutory rights. If you then decide to go ahead with the agreement to exclude the protection of the Landlord and Tenant Act 1954, you would only need to make a simple declaration, and so would not need to make a separate visit to an independent solicitor.

We, Northam Town Council of 1 Windmill Lane, Northam, Bideford, Devon, EX39 1BY declare that:

- 1 We propose to enter into a tenancy of premises Offices G14 and G15 Council Offices, Windmill Lane, Northam, Bideford, Devon, EX39 1BY for a three year term commencing on 1st April 2023.
- 2 We propose to enter into an agreement with Torridge District Council (the 'Landlord') that the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954 (security of tenure) shall be excluded in relation to the tenancy.
- 3 The Landlord has, not less than 14 days before the Tenant entered into the tenancy, or (if earlier) become contractually bound to do so served on the Tenant a notice in the form, or substantially in the form, set out in Schedule 1 to the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003. The form of notice set out in that Schedule is reproduced below.
- 4 We have read the notice referred to in paragraph 3 above and accept the consequences of entering into the agreement referred to in paragraph 2 above.
- 5 I am duly authorised on behalf of the Tenant to sign.

DECLARED this day of 2023

.....

(Authorised Signatory)

This is the original information considered at Town Projects 4/4/23

Information on replacement vehicles for Northam Town Council 2023

Advantages of Electric Vans

1. Lower Running Costs

Electric vans have considerably lower running costs in comparison to their diesel counterparts. A claim made by many such as Citroen which claims that its Berlingo Electric only costs 2-3p per mile to run on average. With this level of fuel economy, you can expect to pay £2 per 40 miles.

2. Cheaper to Maintain

Electric vehicles also have fewer moving parts, meaning fewer parts subject to wear and tear. They're also lighter on the brakes, also minimising maintenance costs.

3. Kinder to the Planet

Electric vans produce zero tailpipe emissions which makes them great for improving air quality and reducing dangerous CO2 and NOx emissions.

4. Incentives

There are many government backed schemes to help make this change for a cleaner and brighter future which are also available for commercial vehicles too. One example is the Government Plug-in Van Grant which offers a 20% discount on all brand new, low emission vehicles purchased through dealerships and suppliers. This discount is already applied to the prices you see when buying your new EV van which allows you to save as little as £3,000 for small electric vans and up to £16,000 for 3.5-4.25-tonne large electric vans/trucks. Businesses can also benefit from reduced tax burden, free charging and parking in some areas and help towards the cost of workplace chargers.

5. Positive PR

Whether you have an electric van or a full fleet, making the choice to adopt an electric vehicle will make your environmental consciousness known and generate positive brand association.

6. Minimising Business Risk

With growing urgency to tackle climate change and cities introducing clean air zones throughout the country, more and more businesses are making the switch to electric vehicles as a way of future-proofing their business and lowering business risk.

7. Easy to Drive

With only an accelerator and brake to worry about, e-vans are incredibly simple to drive. There is no need to mess around with any gears and all you need to worry about is stopping and starting. They are also very nippy because of the instant torque given by electric motors, making them ideal for driving in town. Other than the hum in the distance, new electric vans are practically silent and make for a much more pleasant driving experience.

Disadvantages of Electric Vans

1. Range Frustration

Estimates state that around a third of vans never complete more than 80 miles in a day, making electric vans with a typical range of 100 miles a viable commercial solution. However, there is anxiety felt amongst many electrical vehicle drivers that have concerns that the battery power will run out before reaching the destination or a suitable charging point.

Until battery technology evolves, and range improves, van drivers covering long distance journeys will suffer from frequent interruptions of having to stop regularly and recharge.

2. Charging Challenges

There are over 35,000 charging points connectors for electric vans UK-wide while many are also owned at home and by businesses. Despite the number growing continuously, there are still gaps in the UK and especially in rural areas while competition faces motorway services - 1000 of which only offer rapid charge.

To put charging times into perspective, a rapid 50kW charger can charge an electric van from 20% to 80% in 40 minutes while wallbox chargers take 7.5 hours to complete a full charge from a flat battery.

3. Higher Initial Outlay

Electric vans typically have higher up-front costs associated with them in comparison to conventional petrol and diesel powered alternatives which retail at a lower price. However, it is thought that as electric vehicles become more popular and government targets near that prices will become more competitive.

There is also the cost of a home or office charger to consider which offers added convenience as charging can require a great deal of time and especially if not in proximity of a rapid charger.

One way to cut costs is through leasing, however, it is wise to calculate the whole life costs which take into account the purchase price, costs to run such as fuel, tax and congestion charges as well as the cost of maintenance.

4. Reduced Payload

The payload of electric commercial vehicles is often the price paid through bulky components involved in the vehicle mechanics such as their batteries which eat the available space of an electric van. While large electric vans with higher payloads are available, they reduce vehicle range just as when used in cold weather or driven aggressively.

5. How Green?

It's clear that electric vehicles are kinder to the planet than their alternatives, especially as renewable energy is set to take over. However, critics point out that much of our energy that charges our electric vehicles still comes from gas, coal and nuclear power stations.

6. Depreciation

As a relatively new technology, there is not too much known about EVs and how they depreciate. While they depreciate the same way once driven out of a dealership, the residual value is not something that is known but industry experts expect this change as electric vehicles grow in popularity.

The type of vehicle most suitable for NTC, needs to be decided, options are vans, pick-ups or dropsides. A small panel van would also be useful.

Having discussed this with the maintenance men, they would prefer a pick-up with tool box and tipping facilities. Ideally, we need to replace both DFSK's.

Advantages and disadvantages of diesel vans

The benefits of diesel vans are hard to ignore. They're cheaper to buy initially and they cover long distances daily. But it all comes down to, do you drive long miles per day? Do you need a higher maximum payload? Then it's worth taking note of what it's important to you and seeing how the advantages and disadvantages align with your business goals. There are more than [four million vans on the road](#), and most of these are fuelled by diesel. This means there must be some trusted advantages – not just because they're efficient and powerful. There's more to them than that. They're suitable for many businesses but budget, [payload and daily miles](#) should be considered and van maintenance too.

They deliver higher miles per gallon than petrol or electric vans. Although this might increase costs overall, you'll definitely be reaping the benefits of a longer running time. Diesel vans are a convenient choice for commercial vehicle fleets and van leasing.

Advantages

Powerful engines: diesel vans have robust engines. They're built for longer journeys. They also provide more torque (force for rotation) and are better suited to moving heavy loads and towing.

Higher maximum payload: diesel vans have a higher maximum payload than their electric counterparts. So, if you're needing to deliver higher payloads across the UK, then diesel vans will provide the support you need to transport goods successfully.

Refuelled in minutes: not only do diesel vans cover more miles daily but they're also really easy to refuel. There's no waiting for your vehicle to charge. Within less than 10 minutes, you'll be well on your way to your next destination. Meaning flexibility and efficiency is guaranteed.

Disadvantages

Increased emissions: with the diesel engines also comes an increased amount of harmful pollutants like nitrous oxides (NOx), particulate matter (PM) and carbon monoxide (CO). As a result, the Government is considering calls to ban or limit all diesel vans from travelling [through urban routes by 2050](#). Although diesel vans are powerful, they're harmful to the environment in the long run.

Noise pollution: if you want to deliver outside of conventional delivery times then a diesel van isn't the best option. Due to their high running pressure, they're a lot noisier than electric or petrol vehicles.

Higher running costs: although diesel vans are cheaper to purchase upfront initially, they are more expensive to fuel than petrol or electrical vans. The higher the purchase price of a diesel van can increase the insurance costs overall too.

If you're looking at travelling longer distances and you're looking for something reliable without a focus on budget, then diesel vans are a great choice. However, if you're looking for something for a long-term investment, lower carbon footprint and less noise pollution, you may want to consider an electric van alternative.

Even though diesel vans are major polluters, it must be borne in mind that some components of EVs [can be particularly bad for the environment, especially their batteries](#).

Advantages of petrol vans

Petrol vans tend to be cheaper to buy than similar diesel models.

Petrol fuel is usually cheaper.

Petrol engines can be slightly quieter.

Repair costs are typically lower.

Disadvantages of petrol vans

Petrol engines are less efficient so use more fuel.

Higher CO2 emissions by 20%

They tend to depreciate faster.

Which wins?

There is no clear-cut answer to this question. For some people a diesel van is the best option, whereas for others, petrol works out better. Experts say that unless drivers do 10,000 miles a year in a used van or 6,000 miles a year in a new van, a diesel van won't work out cheaper. So, if our mileage is lower than these figures or we are only planning on keeping our van for a couple of years, we might be better opting for a petrol van. Our average mileage for each vehicle is below 6000.

There are limited options available (electric vehicles) at the present time but I attach details of the

ET Lander which we had a demo of last year.

I also attach details of the Goupil which can be adapted from the standard body, the preference would be for a combined pick-up, with tool box and tipper.

There is also a panel van the IAEC35. We had a demonstration last year; this is the least favourite option from the maintenance men.

We have also investigated the option of a small panel van, such as the Ford Transit Connect.

Purchase options

We have found a transit Connect on Auto Trader, which is a 2016 plate and has done just under 20,000 miles. It is already kitted out at the rear with shelving etc. This is a petrol vehicle and euro 6 is the highest non-electric emission standard.



Euro 6 ULEZ Compliant. Beautiful high specification Transit Connect Trend direct from its 1 owner. In excellent condition throughout. Cat s as was damaged on passenger side wing and headlight, now fully repaired. Great value low mileage van, 12 months MOT, Full service history, Clean bodywork, Interior - Clean Condition, Tyre condition Good, Short wheel-base, White, 1 owner, All part exchange welcome. Nationwide Delivery Available

Extra Features

These are in addition to what this van typically comes with as standard:

- Manual Air Conditioning
- Front Fog Lamps with Static Cornering Lamps
- Front/Rear Parking Aid
- Rear View Camera/Reverse Parking Aid

This van comes with

- Bluetooth
- Eco Mode (Driver Information System)
- Electrically Operated Front Windows with One-Shot Down on Drivers Side
- Heated Front Screen
- Hill Start Assist
- MP3 Capability, Message Centre, Audible Text Messaging

Having phoned the garage where it is for sale they would offer as a ballpark figure(not having seen the vehicle) in part exchange of between £2000 and £2500, it could well be less when they see the vehicle.

If we were to proceed with the purchase of the small panel van at say £9500 then we would have in the region of £10,500 in earmarked reserves plus £2500 from April 1st

to be added to the earmarked reserves. That would give us funding to lease an electric vehicle and subject to the leasing charge being no more than £650 a month that would cover us for 20 months. Future leasing charges would need to be built into next year and the future years budget in the region of £8000 a year

NEW ETESIA ET LANDER ELECTRIC UTILITY VEHICLE

Supply Price: £48,000.00 + VAT

4 Years Contract Hire @ £985.05 + VAT per month

All figures subject to minimal cost of funds changes until agreement is live.
All agreements have an £175.00 + VAT document fee.

There is a two-year warranty

3.44

Goupil G4

G4-08

Outright - £29,100

5-year contract hire - £640 per month + VAT

The contract hire rates include 2 x service visits per year and cover all call outs, Parts and labour excluding for misuse.

IA EC35

I am awaiting figures on this model, which I will forward on receipt. Last year when we had a demonstration it was about £27,000.

Maxus eDeliver 3 50

I am awaiting figures on this model, which I will forward on receipt.

In view of the fact that it would be sensible to exchange the two small vehicles and we would then need two more vehicles and following discussions with the men, it is felt that the best option would be to purchase a small panel van as shown above and lease an electric vehicle, with the preference being the G408. This would meet all our requirements and be within budget for the next 20 months. Adjustments could be made to future budgets