



Minutes of the Parish Council Meeting held in The Kirdford Village Hall, Kirdford on Wednesday, 24th February, 2016 commencing at 6.00 p.m.

Present: Cllr. Mr. I. Campbell (in the Chair)

Cllr. Mrs. K. Fenney

Cllr. Mrs. A. Gillett

Cllr. Mrs. L. Nutting

Cllr. Miss S. Pinder

Cllr. Mrs. J. Robertson

257. **APOLOGIES FOR ABSENCE** – Apologies for absence had been received from Cllr. Mrs. N. Goddard and Cllr. Mr. J. Ransley (personal reasons).
258. **PUBLIC PARTICIPATION** – To receive and note questions, comments or representations. There were no members of the public present.
259. **DISCLOSURES OF INTEREST** – to receive disclosures of personal and prejudicial interests from Councillors on matters to be considered at the meeting. There were no declarations of interest from Members.
260. **PROVISION OF ADDITIONAL PLAY EQUIPMENT AT SCHOOL COURT – APPENDIX I.**

- (a) **To consider the competitive quotations received and the recommendation of the Working Party to go with the Playdale quotation in the sum of £13,155.88 plus V.A.T., together with consideration of the contract terms.**

Cllr. Mrs. Nutting explained that public consultation had taken place on the 6th June, 2015. The Chairman asked if the Working Party was happy that what was being proposed in terms of equipment and locations was what was wanted. Cllr. Mrs. Nutting explained that what was proposed was not what the village wanted, as that was something on Butts Common. What was currently proposed was for the children from School Court where they had no gardens.

The Chairman explained that this was phase 1 and that phase 2 would be Butts Common. He was concerned as the members of the public present at one meeting he had attended had expressed the view that they would never go to School Court with their children. Cllr. Miss Pinder stated that she would like a sign post showing the location of the field. Cllr. Mrs. Nutting stated that this area could now be viewed from the Half Moon and she had spoken with the Toddler Group to encourage them to go there in the summer with the children. Other improvements had been undertaken such as reducing the height of hedges, installed picnic tables, etc. The intention was to make it more attractive.

Four quotations had been received for the supply of play equipment at School Court :-

Creative Play UK Limited had quoted in the sum of	£18,385.00
Sutcliffe Play had quoted in the sum of	£26,572.00
Playdale Playgrounds Ltd., had quoted in the sum of	£13,155.88
Vital Play had quoted in the sum of	£15,005.55

All prices quoted were plus V.A.T.

The quotations from Sutcliffe Play and Creative Play had been rejected by the Working Party as what they proposed did not match the existing play equipment. The Working Party recommended the Council purchase the new equipment from Playdale Playgrounds Ltd. Cllr. Mrs. Proposed; Seconded Cllr. Miss Pinder and **UNANIMOUSLY AGREED** :-

To purchase the new play equipment from Playdale Playgrounds Limited in the sum of £13,155.88 plus V.A.T.

Plans of the proposed equipment (although these were the site plan related to another proposal and the equipment was not the final version) were displayed and were viewed by Members. It was proposed to have new swings with mulch underneath and an eight-piece trail that would not need safety surfacing. It was stressed that none of the new equipment should be installed near to where the new housing was proposed (as in the Neighbourhood Plan) and also be sympathetic to the housing where elderly residents lived. The Working Party should finalize the site layout.

The Chairman explained that he had studied the specifications for the timber to be used and he was happy with what was proposed. Cllr. Mrs. Nutting stated that the timber would be guaranteed for 20 years. The Chairman asked if the scope of the works had been agreed and reseeding included, i.e., will they make good? Cllr. Mrs. Nutting stated that the spoil would be left on site and spread around the area.

The Chairman pointed out that originally the payment terms proposed were 50% with order and 50% upon completion, however, the Clerk had ascertained that it would be acceptable with Playdale for 50% with order, 40% upon completion and a 10% retention for one month. He considered this should be based on a specific installation date with a suitable clause about weather conditions. The latter suggestion would be acceptable if stringent contract terms were agreed as any deviation could be a breach of contract, otherwise perhaps the percentage to be paid with order should be reduced. It was essential the contract terms did not put the Council at risk.

The Clerk should negotiate a start date and length of contract in order that this may be included on the order form.

In their terms and conditions :-

- It stated that they could change the specification of the products, but it was felt that this clause should not apply once the order had been placed and accepted.

- There was a clause that stated that the customer must examine the goods and notify of any defects or shortages within 5 days of delivery. As the company was installing the equipment it was felt that they should be totally responsible for ensuring everything was there with no defects.
- The Parish Council was responsible for provision of welfare facilities if none were on site. Cllr. Mrs. Nutting had ascertained an estimate of £350 extra if the company provided these. She advised that there would be two men and the installation would take five days. The price for this should be confirmed.
- A 20 ft. container for storage of materials was to be delivered and it was wondered if the gate would be wide enough. There was a 12 ft. entrance gate, but it was felt it more likely that for a container of that size it would be craned in.
- There was a one-year workmanship warranty.

The Chairman Proposed; Seconded Cllr. Miss Pinder and **UNANIMOUSLY AGREED** :-

To delegate the Clerk in association with Cllr. Mrs. Nutting to finalizing the layout and contract and order this equipment having initially ensured that answers/changes were made as per the discussion above to their satisfaction and the contract was satisfactorily amended.

Cllr. Miss Pinder left the meeting as she had another prior commitment.

- (b) **To consider funding for this – confirmation of Grant funding and agreement for Council to contribute the sum of £7,000.00.** Chichester District Council had confirmed by a letter dated 2nd February, 2016 that it had resolved to award a grant of £5,000 towards the total project cost of £14,099.80. They would need to see receipts or invoices for the costs listed in the application in order to authorize payment.

Following discussion Cllr. Mrs. Gillett Proposed; Seconded Cllr. Mrs. Robertson and **UNANIMOUSLY AGREED** :-

That the Parish Council authorize expenditure up to £13,750.00 plus V.A.T. (£750.00 to come from funds donated).

- (c) **To authorize the Clerk to sign the contract and place the order.** The Clerk was duly authorized as decided earlier in the meeting once the contract amendments had been agreed and the exact costs of provision of the welfare facilities were known.

There being no further business the meeting closed at 6.40 p.m.