



## LUDLOW TOWN COUNCIL A G E N D A

To: All Members of the Council, Deputy Town Clerk, DLF Supervisor, DLF Deputy Supervisor, Market Officer, Unitary Councillors, Press

**Contact: Gina Wilding, Town Clerk**

**Ludlow Town Council, The Guildhall, Mill Street, Ludlow, SY8 1AZ**

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**Despatch date: 18<sup>th</sup> November 2022**

You are invited to attend a meeting of the  
Services Committee on  
**Wednesday 23<sup>rd</sup> November 2022 at 7pm**  
**At Ludlow Methodist Church**

*Gina Wilding*

Gina Wilding  
Town Clerk

### Key Agenda Items:

- Play area updates
- Linney play area
- Ludlow Museum at the Buttercross
- Winter Maintenance

***The public may speak at this meeting***

**In Public Open Session (15 minutes)** – Members of the public are invited to make representations to the Council on any matters relating to the work of the Council or to raise any issues of concern



1. **WELCOME FROM THE CHAIR & ESSENTIAL HOUSEKEEPING INFORMATION**

To receive a welcome from Chairman of the Committee, Councillor Beverley Waite and a verbal description on the relevant fire exits and procedure.

For fire safety purposes, all attendees of this meeting were asked to give their name upon entry.

2. **RECORDING OF MEETINGS**

Under the Openness of Local Government Regulations 2014, recording and broadcast including blogging, tweeting and other social media is permitted during public session of Council meetings.

The act of recording and broadcasting must not interfere with the meeting.

The Council understands that some members of the public may not wish to be recorded and asks that they make this known immediately.

3. **APOLOGIES**

To receive apologies from members of the Committee.

4. **DECLARATIONS OF INTEREST**

To receive the declarations of interests from Members of the Committee:

- a) Disclosable Pecuniary Interest
- b) Declaration of conflicts of Interest
- c) Declarations of personal interest

*Members are reminded that they must not participate in the discussion or voting on any matter in which they have a Disclosable Pecuniary Interest and should leave the meeting temporarily prior to the commencement of the debate.*

5. **PUBLIC OPEN SESSION (15 MINUTES)**

Members of the public are invited to make representations to the Committee on any matters relating to the work of the Committee, or to raise any issues of concern.

6. **LUDLOW'S UNITARY COUNCILLORS QUESTION & ANSWER SESSION**

Ludlow's Unitary Councillors are invited to provide a short update on Shropshire Council matters relating to the business of the committee.

7. **MINUTES**

To approve as a correct record the open and closed minutes of **Services Committee** minutes of **Wednesday 12<sup>th</sup> October 2022**.

8. **ITEMS TO ACTION**

To note the items to action sheet from Wednesday 12<sup>th</sup> October 2022.



ITEM	Attachment
<p><b>9. PLAY AREA UPDATES – WHEELER ROAD AND HOUSMAN CRESCENT</b></p> <p>a) To consider the vandalism at Wheeler Road play area and the cost quoted by the Manufacturer to repair.</p> <p>b) To consider the update of fencing progress at Housman Crescent play area and the suggestion to continue works in the spring.</p>	<b>1</b>
<p><b>10. LINNEY PLAY AREA</b></p> <p>a) To note the decision to remove the swings temporarily and that plans will be brought to Committee in March 2023.</p> <p>b) To consider the quotation received from the manufacturer for the necessary replacement of wooden support posts.</p>	<b>2</b>
<p><b>11. LUDLOW MARKET.</b></p> <p>a) To note that the survey has taken place and that the publication will be brought to Services Committee in January.</p> <p>b) To note the information from NABMA regarding conference presentations.</p>	
<p><b>12. LUDLOW MUSEUM AT THE BUTTERCROSS</b></p> <p>a) To consider the benchmarking work required in preparation for accreditation review/renewal.</p> <p>b) To note the plans for closure in December 2022 to allow redecoration and cleaning works.</p> <p>c) To consider the suggestion of including Pageant 1934 costumes within the permanent exhibition.</p>	<b>3</b>
<p><b>13. BENCH ON SANDPITS ROAD</b></p> <p>To consider the request from a member of the public.</p>	
<p><b>14. WINTER MAINTENANCE</b></p> <p>a) To consider the changes to the Ludlow Town Council gritting policy previously re-adopted in 2017.</p> <p>b) To approve changing the policy title to Ludlow Town Council's Winter Policy.</p> <p>c) To recommend the policy is approved by Policy and Finance Committee.</p>	<b>4</b>
<p><b>15. <u>EXCLUSION OF PRESS AND PUBLIC: PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960</u></b></p> <p>The Chairman will move that the public be excluded from the meeting for the following item(s) of business pursuant to section 1 of the Public Bodies (Admission to Meetings) Act 1960, on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted.</p>	



**16. HEATING AT CEMETERY HOUSE**

To approve the installation of three new radiators, and necessary plumbing, at Cemetery House and that all costs will be met by Ludlow Town Council as landlord.

Three quotes will be sought by the office and work arranged immediately by the Deputy Town Clerk.

**M e m b e r s h i p**

Councillors B. Waite (Chairman), Childs, Garner, Gill, Ginger, Jones, Laurie, Lyle, O'Neill, Parry, Pote (Vice Chair) and S. Waite.

**Notes**

The next Services Committee meeting will be held on Wednesday 18<sup>th</sup> January 2022.



**Item 7.**

**MINUTES**

# MINUTES

Minutes of a meeting of the **SERVICES COMMITTEE** meeting held on **WEDNESDAY 12<sup>TH</sup> OCTOBER AT 7PM** at Ludlow Mascall Centre.

## **S22/041    PRESENT**

Chairman:            Councillor Waite

Councillors:        Childs, Gill, Lyle, O'Neill, Parry, and Pote.

Officers:             Kate Adams, Deputy Town Clerk

## **S22/042    WELCOME AND ESSENTIAL HOUSEKEEPING INFORMATION**

Chairman Cllr Waite welcomed everyone to the Services Committee meeting at the Mascall Centre and explained housekeeping information.

## **S22/043    RECORDING OF MEETINGS**

The Chairman notified those present that under the Openness of Local Government Regulations 2014, recording and broadcasting is permitted during public session of Council Meetings.

## **S22/044    APOLOGIES**

Apologies were received from Cllrs Garner, Ginger and Jones.

## **S22/045    DECLARATIONS OF INTEREST**

### Disclosable Pecuniary Interests

None declared

### Conflicts of Interest

Cllr Parry	Item 10	Chair of Ludlow In Bloom
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### Personal Interests

Cllr Lyle	Item 14	Knows the person making the request
Cllr Pote	Item 14	Knows the person making the request

**S22/046 PUBLIC OPEN SESSION (15 minutes)**

There were two members of the public present.

One member of the public addressed the committee regarding a couple of matters. He mentioned the request for the Silent Soldier to be positioned in Castle Gardens as per item 10 on the agenda. He also mentioned the ongoing bench works and survey undertaken by himself as a volunteer for LWMMF. He felt there are some issues regarding provision of materials which need to be resolved.

7.06pm Cllr Gill left the meeting.

**S22/047 LUDLOW UNITARY COUNCILLORS SESSION**

Councillor Parry updated the Committee that she attended Ludford Parish Council earlier in the week and they were discussing a contractor. Rotovating and planting wildflowers on the roundabouts. She also informed the committee that there has been a site meeting with Richard Timothy, from Highways England, at the Salwey Arms junction to look at the possibility of installing a roundabout. Plans will be made available to Ludlow Town Council.

7.08pm Cllr Gill returned to the meeting.

**S22/048 MINUTES**

**RESOLVED BW/TG (6:0:1)**

To approve the open and closed minutes of Services Committee meeting of Wednesday 27<sup>th</sup> July 2022.

**S22/049 ITEMS TO ACTION**

**RESOLVED BW/DL (6:0:1)**

To note the items to action from Services Committee on Wednesday 27<sup>th</sup> July 2022.

**S22/050 LINNEY PLAY AREA – ADDITIONAL TESTING**

**RESOLVED TG/DL (Unanimous)**

- a) To note the necessary works and than an update, along with costings, will be brought to the next Services Committee in November.
- b) To note the issues regarding the children's sandpit.

**S22/051 PLANS FOR CASTLE GARDENS**

**RESOLVED TG/RP (unanimous)**

To approve the expenditure of approx. £350 on plants for Castle Gardens, with the planting to be undertaken by the Guerrilla Gardeners.

**RESOLVED TG/SO (unanimous)**

To approve the actions for the Fairtrade Bed and agree that the DLF are responsible for the maintenance of the bed.

**RESOLVED RP/DL (unanimous)**

To approve the request to install the silent soldier in Castle Gardens throughout November and December.

**S22/052 MUSEUM VISITOR NUMBERS & MORTIMER HISTORY DISPLAY**

**RESOLVED DL/TG (unanimous)**

To note the update regarding visitor numbers and temporary exhibitions.

**RESOLVED RP/TG (6:0:1)**

To approve the suggestions from Mortimer History Society, on the basis that no funding will be provided by Ludlow Town Council.

**S22/053 LUDLOW MARKET UPDATE & INFORMATION FROM NABMA**

**RESOLVED TG/BW (unanimous)**

To note the market update and the information received from NABMA

**S22/054 MARKET SQUARE ELECTRICITY USE**

**RESOLVED BW/RP (unanimous)**

To agree that the Market electricity charges for pitches should be brought in line with Street Trading.

**RESOLVED VP/TG (unanimous)**

To ask the office to calculate the cost of street lighting on the Market Square and for a letter to be written to traders informing them that we are in the process of reviewing electricity charges.

**S22/055 LIVING NATIVITY**

**RESOLVED TG/VP (unanimous)**

To approve the request to use the Market Square on Tuesday 13 December between 6pm and 7 pm.

**S22/056 WHEELER ROAD PLAY AREA - VANDALISM**

**RESOLVED BW/RP (unanimous)**

To note the information regarding recent vandalism.

**S22/057 GRAVE DIGGING**

**RECOMMENDED RP/TG (6:0:1)**

That further information to be taken to Full Council regarding bringing grave digging inhouse, including:

- A step by step guide to the tasks involved
- Images of the equipment within the report need to be provided, along with details of what the equipment is for
- A calculation of the payback period of the investment in equipment and training.

**S22/058 RESOLVED BW/TG (unanimous)**

To note that the Cemetery Officer will work with funeral directors to try to find grave differs with shoring to enable the continuation of burials, but this is a very unsatisfactory situation.

**S22/059 EXCLUSION OF PRESS AND PUBLIC: PUBLIC BODIES (ADMISSION TO MEETINGS) ACT 1960**

**RESOLVED BW/DL (unanimous)**

To excluded from the meeting for the following item(s) of business pursuant to section 1 of the Public Bodies (Admission to Meetings) Act 1960, on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted

The meeting closed at 7.47pm.

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Date



## CLOSED SESSION MINUTES

Closed session Minutes of a meeting of the **SERVICES COMMITTEE** held in the Methodist Church, Broad Street, Ludlow, on **WEDNESDAY 12<sup>TH</sup> OCTOBER** at **7.00PM**.

**S22/059**      **HENLEY ROAD CEMETERY**

**RESOLVED BW/RP (unanimous)**

To approve that Ludlow Town Council should pursue retrieval of all costs incurred.

**RESOLVED BW/DL (unanimous)**

To note the letter of complaint and the Town Council's response regarding a recent burial.

**RESOLVED TG/RP (unanimous)**

To approve the installation of a memorial bench in a suitable location at the cemetery, retrieval of costs to be pursued as per item a.

The meeting closed at 7.47pm.

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Chairman

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Date

**Item 8.**

**ITEMS TO ACTION**

**Services Committee**  
**Items to Action**

**12/10/2022**

Minute No.	Resolution	Action	Status	Date
<p><b>S/74</b> <b>16/10/17</b></p>	<p><b><u>LINNEY RIVERSIDE PARK BOATING</u></b></p> <p>It was agreed that the following steps would be taken:</p> <ul style="list-style-type: none"> <li>i) Teme Leisure Centre and Friends of the Linney are approached regarding their thoughts on the use of the boats and other options.</li> <li>ii) To establish a competent maintenance company to assess the condition of the current stock of boats.</li> <li>iii) Options are investigated for a possible kiosk/concession stand.</li> <li>iv) Gain quotations to explore the electricity supply to the area.</li> </ul>	<p>Research options for kiosk/concession stand.</p> <p>Contact electricians and gain quotes for exploratory work.</p>	<p>Ongoing as part of Linney project</p>	
<p><b>S/123</b></p>	<p><b><u>LINNEY RIVERSIDE PARK BOATING</u></b></p> <ul style="list-style-type: none"> <li>i) To create a detailed specification to submit to the Earl of Plymouth Estates regarding reinstating commercial activity, boating and creating a putting green.</li> <li>ii) That the hard standing for food concession could be created within the line of the existing toilet buildings (soon to be refurbished), using existing power, water and sewage infrastructure, in the area extending towards the river bank fence.</li> </ul>	<p>Create a detailed specification</p> <p>To review services to the site.</p>	<p>Ongoing as part of Linney project</p>	



## Services Committee

### Items to Action

12/10/2022

<b>S/89 (2018)</b>	<b><u>LUDLOW MUSEUM AT THE BUTTERCROSS</u></b>  i) To approve the short term and long term actions plans. ii) To receive an update on the marketing plan informed by museum staff. iii) Improve DDA signage to direct people to the lift from the entry doorway with stair access.	Create a draft merchandising / marketing strategy for review by committee.  Review signage regarding lift facilities to determine if action is possible, or if it should be part of the funding bid	Pending.  Temporary signage has been installed.	
<b>S/92</b>	<b><u>LUDLOW MUSEUM AT THE BUTTERCROSS</u></b> <b><u>Friends of Ludlow Museum</u></b>  i) Note that a further detailed report will come to committee outlining and exploring the staffing issues and the procedures surrounding hiring out the Ludlow Museum at the Buttercross space. ii) Note that a further detailed report will come to committee to explore the viability of additional opening hours. iii) Note that a further detailed report will come to committee to enable consideration of strategy for the development of a five	Draft report for future meeting  Draft report for future meeting  Draft report for future meeting	Pending  Pending  Pending	

**Services Committee**  
**Items to Action**

**12/10/2022**

	year plan to be advanced in 2019.			
<b>S/119</b>	<p><b><u>LUDLOW MARKET MISSION4MARKETS</u></b></p> <p>i) That the Town Clerk writes a report to provide an analysis of the way the market currently successfully works</p>	Town Clerk to write a report providing an analysis of the way the market currently works successfully	Pending	
<b>S/37</b>	<p><b><u>LUDLOW MARKET LICENCES</u></b></p> <p>To seek legal advice regarding the terms that specifically refer to trading age restrictions and bring the information back to the committee.</p>	Contact our legal advisor for advice		
<b>S/63</b>	<p><b><u>LINNEY RIVERSIDE PARK</u></b></p> <p>That professional advice and guidance are sought from an Architect to identify feasible changes to the building that is currently the boat store.</p>	Contact an architect regarding the options for the boat house	Ongoing as part of Linney project	
<b>S/99</b>	<p><b><u>LINNEY PLAY AREA</u></b></p> <p>That a report to the Committee providing a detailed survey of future development of the Linney Play Area exploring alternative play equipment that would be more appropriate to an area prone to flooding, and lower cost alternatives</p>	Write report regarding future development of Linney Play Area	Ongoing as part of Linney project	

**Services Committee**  
**Items to Action**

**12/10/2022**

	to replacing the damaged logs such as planting trees.			
<b>S/013</b>	<p><b><u>BENCH UPDATE</u></b></p> <p>Note the suggestion an additional bench and for the DLF to undertake a site survey</p> <p>Note the suggestion of taking on additional benches. Further information to be brought back to Committee by Cllr Perks regarding cost of associated works and long term implications for the Town Council.</p>	<p>Raise job for DLF</p> <p>Updated Cllr Perks via email</p>	<p>Pending</p> <p>Pending receipt of information from Cllr Perks.</p>	
<b>S/025</b>	<p><b><u>IMPROVEMENTS TO SMITHFIELD PUBLIC CONVENIENCES</u></b></p> <p>To install and purchase a wall mounted urinal.</p> <p>Defer the decision for further costs to be established, a solution is Covid compliant and once a budget decision has been reached.</p>	<p>Further research in to costs and solution by ST.</p>	<p>Ongoing</p>	
<b>S/051</b>	<p><b><u>CASTLE GARDENS</u></b></p> <p><b><u>RESOLVED MP/PA (Unanimous)</u></b></p> <p>I) To apply for a Tree Preservation Order on the</p>	<p>Apply for a TPO</p>	<p>Ongoing</p>	

## Services Committee

12/10/2022

### Items to Action

	<p>tulip tree.</p> <p>II) To get quotes from tree surgeons to undertake the specified maintenance to the tulip tree.</p> <p>III) To get quotes for like for like repairs to the wall as suggested by Historic England.</p> <p>IV)To make an application for Scheduled Monument Consent.</p>	<p>Draft specification for tree works and obtain quotes</p> <p>Draft specification for works to the wall and obtain quotes</p> <p>Apply for Scheduled Monument Consent.</p>		
<b>S/056</b>	<p><b><u>ELECTRIC VEHICLES</u></b></p> <p><b><u>RESOLVED MC/RP (unanimous)</u></b></p> <p>Council initiates a scoping report for the introduction of Electric Vehicles.</p>	<p>To draft a report detailing the items which would need further investigation.</p>	<p>Ongoing</p>	
<b>June 2021</b>				
<b>DA/SER/21/03</b>	<p><b><u>WHEELER ROAD SKATE PARK</u></b></p> <p>To consider an offer to facilitate an online survey with the young people who use the skate park.</p>	<p>To link to the work already being undertaken by the Youth Forum.</p>	<p>Pending – awaiting information from Rich Morley.</p>	
<b>September 2021</b>				

## Services Committee

12/10/2022

### Items to Action

<b>DA/SER/21/19</b>	<b><u>LUDLOW MUSEUM AT THE BUTTERCROSS</u></b>  a) To recommend further exploration of a card payment system, and that a comprehensive report is presented to Full Council for consideration.	Further work on this item.	Ongoing	
<b>DA/SER/21/20</b>	<b><u>GRASS CUTTING AT ST LAURENCES</u></b>  To consider the proposed agreement with St Laurence's church office.	Further work to be completed and queries clarified with the Town Clerk.	Ongoing	
<b>December 2021</b>				
<b>DA/SER/21/45</b>	<b><u>LUDLOW FOOD FESTIVAL</u></b> To approve the request from Ludlow Food Festival in principal subject to final agreement of the terms and fees by Council.  To recommend that Council looks at how all organisations use Events Square.	GW to write a letter informing the Food Festival that their request for the dates is approved in principal subject to final agreement of the terms and fees by Council.  GW to take this item to Full Council for consideration.	Complete?	
<b>January 2022</b>				

## Services Committee

12/10/2022

### Items to Action

DA/SER/21/51	<b><u>SHROPSHIRE GOOD FOOD CHARTER</u></b> a) To discuss the charter and sign up as Ludlow Town Council. b) Ludlow Town Council staff consider the above as an initial approach. Within our market we could consider stickering businesses which are acting within the charter and will encourage others. We should spread the charter to local food shops and could do this alongside the Ludlow Food Partnership.	KA to sign LTC up to the charter  KA, GW and TC to consider and feedback to February's meeting	Pending	
<b>February 2022</b>				
S21/72	<b><u>TREE REPLACEMENT IN CASTLE GARDENS</u></b>  To discuss the options with English Heritage for replacing the tree and there is an agreement that the tree stump remains in situ. Bring further information from English Heritage to the next meeting.	KA to write to English Heritage and update the guerrilla gardeners.	Ongoing	
S21/73	<b><u>LUDLOW TOWN COUNCIL WINTER MAINTENANCE</u></b>  To note the current Gritting Policy and request that a review by staff will be undertaken and amendments take to the Policy and Finance	KA to work on the review with the DLF and GW.	Complete and brought to Services	18/11/2022

**Services Committee**  
**Items to Action**

**12/10/2022**

	committee for consideration.			
<b>S21/76</b>	<p><b><u>HENLEY ROAD CEMETERY DEVELOPMENT REPORT</u></b></p> <p>To get advice from Environment Agency area groundwater and contaminated land team.</p> <p>Using the advice from the EA seek quotes for the groundwater assessment and bring the quotes back to the Committee.</p>	<p>GW/CA</p> <p>Site meeting planned by GW.</p>	Ongoing	
<b>April 2022</b>				
<b>S21/91</b>	<p><b><u>LINNEY BOATING</u></b></p> <p>Prepare documents for Plymouth Estates.</p> <p>Bring any progress back to Services Committee</p>	KA	Not yet begun	
<b>June 2022</b>				
<b>S22/011</b>	<p><b><u>LUDLOW MUSEUM AT THE BUTTERCROSS</u></b></p> <p>a) To approve redecoration in early December with a budget of £500 only. The Ear Marked Reserve is for repairs to the fabric of the building only.</p>	To select works and obtain quotes.	Work planned for December 2022	Dec 2022

## Services Committee

12/10/2022

### Items to Action

<b>S22/014</b>	<b><u>LITTER BINS IN ST JOHNS GARDEN</u></b>  To replace two wooden slatted bins in St Johns Garden with Everglade bins from Glasdon. To be purchased from the street furniture budget.	To order the two replacement bins.	The bin chosen was out of stock, KA will get further options and bring back to Committee.	
<b>S22/015</b>	<b><u>GUILDHALL FRONT STEP</u></b>  To approve the expenditure in principal for replacement of the step, subject to the advice of the Conservation Officer as part of the larger Guildhall project.	To be included within the Guildhall project	Ongoing GW	
<b>S22/016</b>	<b><u>LINNEY RIVERSIDE PARK – PARKING METER REPLACEMENT</u></b>  To seek further quotes and explore how other Town Council's operate any parking meters that they are responsible for.	To begin this work as a small project	KA	
<b>S22/017</b>	<b><u>CEMETERY CHAPEL AND CEMETERY HOUSE – FASCIA REFURBISHMENT</u></b>  To obtain further quotes from alternative contractors with a view to the work being done	Information passed to Cemetery Officer.	In progress	



## Services Committee

12/10/2022

### Items to Action

	when they have availability. To also consider alternatives to wooden fascias.			
<b>S22/019</b>	<b><u>MAYOR'S BOARD – ST LAURENCE'S CHURCH</u></b>  To obtain further quotes and contact the church to see if other local companies would be accepted to undertake the work.	To obtain quotes and contact the church.	Awaiting response from church re contractor. Chased again 18/11/2022	
<b>S22/020</b>	<b><u>HOUSMAN CRESCENT PLAY AREA FENCING</u></b>  To have the fence repaired by the DLF and not replaced.	Job raised for DLF to price the job and arrange materials so that the job can be undertaken in early September.	Partial job complete.	October 2022
<b>S22/021</b>	<b><u>CASTLE STREET TOILETS – HAND WASHING FACILITIES</u></b>  To explore the prices for installing more conventional handwashing facilities in the toilets, and to bring the quotes back to Committee for consideration.	To begin this work as a project	GW/KA/ST	

**Services Committee**  
**Items to Action**

**12/10/2022**

<b>July 2002</b>				
<b>S22/035</b>	<b><u>LUDLOW MARKET</u></b>  That Ludlow Market is operated under the powers of the Royal Charters and part 111 of the Food Act 1984.		GW/TC	
<b>S22/036</b>	<b><u>LUDLOW IN BLOOM BOXES UPDATE</u></b>  To approve the request to locate three new flower planters in Castle Gardens as described in the report.	KA to arrange with Viv Parry and DLF, also to liaise with the Guerilla Gardeners.		
<b>S22/038</b>	<b><u>PLAY AREA INSPECTION</u></b>  To bring back further actions to relevant committees for consideration.		Complete	Nov 2022
<b>S22/039</b>	<b><u>HENLEY ROAD CEMETERY</u></b>  To approve that cremated remains plots can be reserved in sections GG and I.	Update the Cemetery Officer.		
<b>S22/040</b>	To approve that no burial plots can be reserved except in section H.			

## Services Committee

12/10/2022

### Items to Action

October 2022				
<b>S22/050</b>	<b><u>LINNEY PLAY AREA – ADDITIONAL TESTING</u></b>  a) To note the necessary works and that an update, along with costings, will be brought to the Services Committee in November. b) To note the issues regarding the Children's sandpit.	Obtain costings, work on a plan for the sandpit.	Complete  Ongoing	Nov 2022
<b>S22/051</b>	<b><u>PLANS FOR CASTLE GARDENS</u></b>  a) To approve the expenditure of approx. £350 on plants for Castle Gardens, with the planting to be undertaken by the Guerrilla Gardeners. b) To approve the actions for the Fairtrade Bed and agree that the DLF are responsible for the maintenance of the bed. c) To approve the request to install the silent soldier in Castle Gardens throughout November and December.	<ul style="list-style-type: none"><li>• Liaise with Guerrilla Gardeners, order plants as described.</li><li>• Liaise with Fairtrade group re replanting of the bed.</li><li>• Update Graeme Perks</li></ul>	Emailed Juliet.  Emailed PB and ML. Speak to Mark/Sean  Complete	15/10/2022
<b>S22/052</b>	<b><u>MUSEUM VISITOR NUMBERS &amp; MORTIMER HISTORY DISPLAY</u></b>  To approve the suggestions from Mortimer History Society, on the basis that no funding will be provided by Ludlow Town Council.	To update the Mortimer History Society and facilitate the changes.	Complete	15/10/2022

## Services Committee

12/10/2022

### Items to Action

<b>S22/054</b>	<b><u>MARKET SQUARE ELECTRICITY USE</u></b>  a) To agree that the Market electricity charges for pitches should be brought in line with Street Trading. b) To ask the office to calculate the cost of street lighting on the Market Square and for a letter to be written to traders informing them that we are in the process of reviewing electricity charges.	Update GW & LJ for action	Complete, passed on.	15/10/2022
<b>S22/055</b>	<b><u>LIVING NATIVITY</u></b>  To approve the request to use the Market Square on Tuesday 13 December between 6pm and 7pm.	Update Mike Beazley	Complete	15/10/2022
<b>S22/057</b>	<b><u>GRAVE DIGGING</u></b>  That further information to be taken to Full Council regarding bringing grave digging inhouse, including: <ul style="list-style-type: none"><li>• A step-by-step guide to the tasks involved</li><li>• Images of the equipment within the report need to be provided, along with details of what the equipment is for</li><li>• A calculation of the payback period of the investment in equipment and training.</li></ul> To note that the Cemetery Officer will work with	Update GW & CA. Information to be taken to Full Council.	Complete	15/10/2022

**Services Committee**

**Items to Action**

**12/10/2022**

	funeral directors to try to find grave differs with shoring to enable the continuation of burials, but this is a very unsatisfactory situation.			
<b>S22/059</b>	<b><u>HENLEY ROAD CEMETERY</u></b>  To approve that Ludlow Town Council should pursue retrieval of all costs incurred.  To note the letter of complaint and the Town Council's response regarding a recent burial.  To approve the installation of a memorial bench in a suitable location at the cemetery, retrieval of costs to be pursued as per item a.	Update GW, CA & LJ	Complete, updated staff	18/11/2022

**Item 9.**

**PLAY AREA UPDATES – WHEELER ROAD AND  
HOUSMAN CRESCENT**

# **PLAY AREA UPDATES – WHEELER ROAD AND HOUSMAN CRESCENT**

**Report No. SS/22/24**

**Services Committee  
23<sup>rd</sup> November 2022**

## **1. INTRODUCTION**

- 1.1 Ludlow Town Council is responsible for three equipped play areas.

## **2. RECOMMENDATION**

- 2.1 To consider the vandalism at Wheeler Road play area and the cost quoted by the Manufacturer to repair.
- 2.2 To consider the update of fencing progress at Housman Crescent play area and the suggestion to continue works in the spring.

## **3. INCIDENT OF VANDALISM AT WHEELER ROAD PLAY AREA**

- 3.1 On 29<sup>th</sup> September an incident of vandalism was discovered to the older children's climbing frame.
- 3.2 The site was made safe immediately and the damaged equipment was disposed of.



3.3 Please find quotation from the manufacturer, Kompan, for repair of the equipment in appendix 1.

3.4 There are no other alternatives to this quotation.

#### **4. HOUSMAN PLAY AREA FENCING UPDATE**

4.1 In October the Direct Labour Force completed 1 and a half sides of the sites fencing.

This cost approx. £1,500 for materials and equipment. In terms of DLF time it took 6 working days for 4 members of staff.

As a comparison the quote from a local contractor was £9,725 for materials (not including labour) for the whole site.

My estimate for the total site done in house is £4,500 (not including labour).

4.2 This job has been satisfying for our staff to receive positive public feedback whilst working on site and to work on a specific project.

4.3 The timber from the old fencing has been given a new purpose and was used by the Ludlow War Memorial Fund volunteers to make a bench store.



- 4.4 To approve the remainder of the fencing being completed in the spring.  
This would come from the 2023/2024 budget.

Image of the new fencing shown below.



Deputy Town Clerk  
November 2022

**Implications**

**Wards Affected (All)**

**Financial (As above)**

**Health & Safety (None)**

**Law & Order (None)**

**Environmental Implications (As above)**

## Sales - Quote

Ms. Kate Adams  
Ludlow Town Council  
Shropshire  
The Guildhall  
Mill Street  
Ludlow, Shropshire  
SY8 1AZ

Quote No. SQ275384-1  
Sell-to Contact No. 60941  
Quote Date 12-10-2022  
Expiration Date 11-11-2022

Sales Support Chloe Bilk  
E-Mail chlbil@kompan.com  
Phone No. 01908 207406

Project Name EN132130 Ludlow Play Area

No.	Description	Quantity	Unit of Measure	Unit Price	Amount
Parts					
AC410010-07113	CLIMBING WALL 1300 MM	1	Pieces	1,500.00	1,500.00
A400208-52	STRAP	4	Pieces	20.00	80.00
A400501-06	PLUG 45GR FLOOR BRACKET BLACK	8	Pieces	2.00	16.00
210100408050	SLHC SCR M8X50 DELTA-LOC	4	Pieces	3.00	12.00
320600506014	DELTA-PT SCREW Ø6X14 WN 5451	8	Pieces	2.00	16.00
A400790-129	CLIMBING GRIP RED(XS17)	3	Pieces	7.00	21.00
A400791-124	CLIMBING GRIP BLUE (XS22)	3	Pieces	7.00	21.00
A410003-13	GRIP 1 GREEN	4	Pieces	20.00	80.00
A10085-06-Q10	DO-NUT TOP BLACK 10 PCS	1	Pieces	3.00	3.00
A10086-06-Q10	DO-NUT BASE TROPIC BLACK 10 PCS	1	Pieces	6.00	6.00
A400812-128	PLUG FOR HEX HEAD BOLT	10	Pieces	1.00	10.00
A400580-06	FIX CLAMP PA6	4	Pieces	2.00	8.00
Installation					
INTERNAL INST- TEAM	Fitting of above parts	2	Pieces	485.20	970.40
	Waste disposal	1	Pieces	134.17	134.17
FREIGHT	Freight	1	Pieces	212.76	212.76
				<b>Total GBP Excl. VAT</b>	<b>3,090.33</b>
				20% VAT	618.06
				<b>Total GBP Incl. VAT</b>	<b>3,708.39</b>

**Payment Terms**      Net 30 days

The colour and surface texture of products and surfacing manufactured with the recycled content are influenced by the differences within the used recycled, raw materials. Therefore, minor differences in the visuality and texture not only occur, but are to be expected.

Customer responsible for offloading; however KOMPAN can provide a quotation for a Hiab delivery upon request.

KOMPAN Standard Invoicing & Payment Terms \*effective from 01/04/2022

Please see below the standard invoicing and payment terms offered by KOMPAN. If your project has specific invoicing or payment criteria, please discuss this with us at the time you place your order.

Public Sector Customers:

Full value of the project will be invoiced upon project completion, payable within 30 days from invoice date.

Private Sector Customers:

For all new customers, a request for credit terms can be made when placing your order.

If successful, you will be invoiced for the KOMPAN equipment upon dispatch from the factory. Payable within 30 days from invoice date.

The remaining order value will be invoiced upon project completion, payable within 30 days from invoice date.

If credit terms cannot be offered, then you will be invoiced for 100% of the KOMPAN equipment value at the point of order, having 5 days to make payment to secure order being placed with the factory.

The remaining order value will be invoiced upon project completion, payable within 30 days from invoice date.

House Builders/Developers:

Invoiced for 100% of the KOMPAN equipment value at the point of order, having 5 days to make payment to secure order being placed with the factory.

The remaining order value will be invoiced upon project completion, payable within 30 days from invoice date.

Please note order value is only valid for 30 days.

**Item 10.**

**LINNEY PLAY AREA**

# LINNEY PLAY AREA

## Report No. SS/22/25

Services Committee  
23<sup>rd</sup> November 2022

### 1. INTRODUCTION

- 1.1 Ludlow Town Council is responsible for three equipped play areas.

### 2. RECOMMENDATION

- 2.1 To note the decision to remove the swings temporarily and that plans will be brought to Committee in March 2023.
- 2.2 To consider the quotation received from the manufacturer for the necessary replacement of wooden support posts.

### 3. GRASS MATTING

- 3.1 Due to the nature of the ground at Linney Riverside Park we are restricted as to what safety matting we can use under play equipment.

The HIC testing undertaken in the summer stated that there were concerns regarding impact absorbing properties under three pieces of equipment:

- The carousel swing
- The cantilever/basket swing
- The climbing frame and net

Following a site visit with the DLF we established that while we come up with a plan of action the two swings could be removed for the winter. This means that we are acting proactively in terms of health and safety, it also means that we are giving the ground chance to recover from the high footfall.

- 3.2 Both swings are being stored at the Depot and will be put back up in the Spring. This will also means the swing chains are not underwater during

flooding, which does affect their life span.

- 3.3 A plan of action will be brought to March Services Committee in preparation for the swings being put back before the Easter school holidays.

The majority of the grass matting is in good condition so this will be relaid, and very little new matting will be needed.

#### **4. TIMBER REPLACEMENT**

- 4.1 A timber resistograph survey was undertaken in the summer on several pieces of equipment due to discolouration of the timber. This survey verified the structural integrity of the timber at its core and the results were brought to Committee in October.
- 4.2 The timber replacement can only be undertaken by the manufacturer, Wicksteed, to ensure the pieces of equipment are structurally sound and the new timber is under warranty.
- 4.3 The quotation to be considered is shown in appendix 1.
- 4.4 Please note the quotation has one supporting most missing that is required for the flat swings. Judging by the other costs list it should cost approx. £200. Giving an approx. total quote of £3,00.00.

Deputy Town Clerk  
November 2022

#### **Implications**

**Wards Affected (All)**

**Financial (As above)**

**Health & Safety (None)**

**Law & Order (None)**

**Environmental Implications (As above)**





• SINCE 1918 •

# QUOTATION

**Ludlow Town Council**

**Repair works at The Linney Riverside Park  
Play Area**



## Why Wicksteed?

- ✓ As a family owned business trading for over 100 years all customers can expect to receive a special level of care.
- ✓ Excellent customer feedback record
- ✓ Extensive guarantees
- ✓ UK manufacturing base
- ✓ Readily available spares manufactured by us in Northamptonshire
- ✓ 99% focused on the UK market
- ✓ Financially strong and reliable\*
- ✓ Flexible payment terms

**Customers are welcome to arrange a visit to our Northamptonshire factory as part of your decision making process**

\*Check our Experian Score

**“Trusted by communities to improve outdoor spaces for the health and wellbeing of all”**





## QUOTATION

QUOTE REF: WLLQ5119

Repair works at The Linney Riverside Park Play

Kate Adams  
Ludlow Town Council  
The Guildhall Mill Street  
Ludlow  
Shropshire  
SY8 1AZ

Quotation from:  
Becky Wyke  
01536 295 379  
[team2@wicksteed.co.uk](mailto:team2@wicksteed.co.uk)

Date: 14/11/2022  
Valid to: 14/12/2022

Thank you for your interest in our products and services, we are pleased to present the details of our quote which you can find below.

Please note the following:

We have quoted for all parts which you may require. If any are unused we will arrange for a credit note to be sent.

If any parts/surfacing deteriorate between the time the quote is received and the Engineer attends site, there may be additional items/surfacing required at additional costs.

Our approximate lead time is 6-8 weeks upon receipt of order dependant on availability of the Log Components.

Code	Description	Unit	Qty	Total
<b>Carry out the following works at The Linney Riverside Park Play Area, Ludlow, SY8 1EE:-</b>				
:-				
<b>For the existing 1 Bay 2 Seat Cradle Log Swing (post 3 on page 4 inspec report):-</b>				
F610-SPEC	Cradle Swing Timber Support Leg c/w fixings	£241.49	1.0	<b>£241.49</b>
:-				
<b>For the Climbing Wall (post 1 on page 9 of customers inspec report):-</b>				
F610-SPEC	Upright Post for Climbing Wall c/w fixings	£133.25	1.0	<b>£133.25</b>
:-				
<b>For the Cableway (Support Posts 5 &amp; 6 on page 11/12 of customers report):-</b>				
F610-SPEC	Support Posts for Cableway c/w fixings	£357.00	1.0	<b>£357.00</b>
:-				
<b>For the Agility Unit (Top Bar 3 on Page 15 of customers inspec report):-</b>				
F610-SPEC	Top Beam	£171.25	1.0	<b>£171.25</b>
F610-SPEC	Trapeze Handle Set	£312.50	1.0	<b>£312.50</b>
:-				
Installation	Our installation cost to fit all of the above parts	£1,275.00	1.0	<b>£1,275.00</b>
:-				



**QUOTATION**

**QUOTE REF: WLLQ5119**

**Repair works at The Linney Riverside Park Play**

Code	Description	Unit	Qty	Total
<b>SubTotal</b>				<b>£2,490.49</b>
Carriage				<b>£245.00</b>
<b>Total excluding VAT</b>				<b>£2,735.49</b>

*Notes: E&oe. Images are indicative. Colours shown are subject to change.*

Should you require additional support please don't hesitate to contact us.



## Terms & Conditions of Sale

### 1. Interpretation

The following definitions and rules of interpretation apply in these Conditions.

#### 1.1 Definitions:

**"Business Day"** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**"Commencement Date"** has the meaning given in clause 2.2.

**"Company"** Wicksteed Leisure Limited registered in England and Wales with company number 00603152.

**"Company Materials"** has the meaning given in clause 9.1.7.

**"Conditions"** these terms and conditions as amended from time to time.

**"Contract"** the contract between the Company and the Customer for the supply of Goods and/or Services in accordance with these Conditions.

**"Consents"** has the meaning given in clause 9.1.6.

**"Control"** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be construed accordingly.

**"Customer"** the person or firm who purchases the Goods and/or Services from the Company.

**"Customer Default"** has the meaning given in clause 9.2.

**"Customer Premises"** has the meaning given in clause 9.1.3.

**"Delivery Location"** has the meaning given in clause 4.1.

**"Force Majeure Event"** has the meaning given to it in clause 16.

**"Goods"** the goods (or any part of them) set out in the Order.

**"Goods Specification"** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and the Company.

**"Guarantees"** has the meaning given in clause 5.1.

**"Guarantee Period"** has the meaning given in clause 5.1.

**"Intellectual Property Rights"** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**"Order"** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form.

**"Post-Installation Service"** an inspection service undertaken by the Company (or by its third party agents and contractors) pursuant to the Order under which the Company (or its third party agents and contractors) will inspect Goods which were previously installed by the Company as more particularly described in clause 8.

**"Practical Completion"** shall mean, in respect of the supply and installation of Goods, when installation of the Goods has been completed by the Company for all practical purposes and neither the existence nor the execution of any minor outstanding works would affect the use of the Goods.

**"Inspection Service"** an annual visual inspection service of playground (or other outdoor leisure) equipment undertaken by the Company pursuant to the Order under which the Company will inspect the Goods as more particularly described in clause 8.

**"Services"** any services to be supplied by the Company to the Customer under the Contract including without limitation any design services relating to any Goods purchased by the Customer, any installation services relating to any Goods purchased by the Customer, the Inspection Service and the Post-Installation Service.

**"Service Specification"** the description or scope of the Services which the Company will perform or provide as confirmed by the Company to the Customer.

#### 1.2 Rules of interpretation:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.2.4 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.2.5 A reference to **writing** or **written** does not include or email.



## 2. **Basis of contract**

- 2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall only be deemed to be accepted when the Company issues written acceptance of the Order at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.3 Any samples, drawings, descriptive matter or advertising issued by the Company and any descriptions of the Goods or illustrations or descriptions of the Services contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract nor have any contractual force.
- 2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.5 Any quotation given by the Company shall not constitute an offer, and is only valid for a period of 30 Business Days from its date of issue.
- 2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.
- 2.7 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

## 3. **Goods**

- 3.1 The Goods are described in the Goods Specification.
- 3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer (including any designs, measurements or drawings provided by the Customer or its employee, agents or contractors) the Customer shall indemnify the Company against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Company arising out of or in connection with any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Company's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.
- 3.3 The Company reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Company shall notify the Customer in any such event.

## 4. **Delivery of Goods**

- 4.1 The Company shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Company notifies the Customer that the Goods are ready.
- 4.2 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 4.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Furthermore the Company shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Company with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.4 If the Customer fails to take delivery of the Goods within three Business Days of the Company notifying the Customer that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Company's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.4.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day following the day on which the Company notified the Customer that the Goods were ready; and
- 4.4.2 the Company shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5 In circumstances where the Company has stored goods because of a failure by the Customer to take delivery of the goods pursuant to clause 4.4.2 or where the Customer has requested the Company to delay delivery, then the Company shall be entitled to charge the Customer for any reasonable costs and expenses which it incurs in remedying any wear and tear or defects to the Goods sustained as a result of such additional storage.
- 4.6 If ten Business Days after the day on which the Company notified the Customer that the Goods were ready for delivery the Customer has not taken actual delivery of them, the Company may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, charge the Customer for any shortfall below the price of the Goods.
- 4.7 The Company may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

## 5. **Quality of Goods**

- 5.1 The Company will provide its customers with product guarantees which are applicable to, and are dependent on, the type of Goods purchased (the **Guarantees** and each a **Guarantee**). Additional terms and conditions applicable to the Guarantees (which are incorporated into the Contract) can be found appended to this document, including the period for which each Guarantee shall remain in force (**Guarantee Period**).
- 5.2 In order to make a claim under a Guarantee the Customer must:
- 5.2.1 give notice in writing to the Company during the Guarantee Period as soon as possible following discovery of the circumstances giving rise to the claim setting out in reasonable detail the basis of the claim and how the Goods do not conform with the relevant Guarantee;
- 5.2.2 give the Company a reasonable opportunity of examining such Goods; and
- 5.2.3 (if asked to do so by the Company) return such Goods to the Company's place of business at the Customer's cost.
- 5.3 The Guarantees extend only to defects in materials and the Company's liability under the Guarantees is limited to the repair or replacement of defective Goods, at the Company's discretion.
- 5.4 The Company shall not be liable for the Goods' failure to comply with the Guarantees if:
- 5.4.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.4.2 the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- 5.4.3 the defect arises as a result of the Company following any drawing, design, measurement or Goods Specification supplied by the Customer;
- 5.4.4 the Customer alters or repairs such Goods without the written consent of the Company;
- 5.4.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;



- 5.4.6 the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; or
- 5.4.7 the Customer is otherwise in breach of the Contract.
- 5.5 Except as provided in this clause 5, the Company shall have no liability to the Customer in respect of the Goods' failure to comply with the Guarantees.
- 5.6 Where the Goods supplied and installed include natural living products such as turf, grass seed or other vegetation the Customer shall take all reasonable steps following installation to maintain and nourish such products (including but not limited to appropriate watering). The Company shall have no liability to the Customer where natural living products have perished or failed to cultivate owing to any breach by the Customer of this provision.
- 5.7 These Conditions shall apply to any repaired or replacement Goods supplied by the Company pursuant to clause 5.3.
- 6. Title and risk**
- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery.
- 6.2 Title to the Goods shall not pass to the Customer until the Company receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Company has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.
- 6.3 Until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Company's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Company's behalf from the date of delivery;
- 6.3.4 notify the Company immediately if it becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; and
- 6.3.5 give the Company such information as the Company may reasonably require from time to time relating to the Goods.
- 7. Supply of Services**
- 7.1 The Company shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2 The Company warrants to the Customer that the Services will be provided using reasonable care and skill.
- 7.3 The Company shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.4 The Company reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Company shall notify the Customer in any such event.
- 7.5 Upon Practical Completion of the Services, the Company shall confirm this to the Customer and the Customer shall provide a written acknowledgement that the Services have been provided in accordance with the Contract (**Completion Acceptance**). Such Completion Acceptance will be deemed to have been given by the Customer, if the Customer has not issued it within 10 Business Days of completion and the Services have been provided by the Company to its reasonable satisfaction.
- 8. Inspection Service and Post-Installation Service**
- General
- 8.1 This clause 8 shall apply where the Contract includes an Inspection Service or a Post-Installation Service.
- 8.2 Where the Customer has engaged the Company to provide an Inspection Service or a Post-Installation Service in respect of Goods supplied and installed by the Company this shall in no way diminish or reduce the obligation on the Customer to follow any oral or written instructions of the Company as to the storage, installation, commissioning, use or maintenance of such Goods.
- 8.3 These Conditions shall apply to the completion of the Inspection Service or a Post-Installation Service including specifically clauses 7, 9, 10, and 13.
- Inspection Service
- 8.4 The Customer acknowledges that the Inspection Service is a physical visual inspection which is non-dismantling, non-destructive and does not include any structural, toxicology or impact assessment. Further information and additional applicable terms relating to the Inspection Service (which are incorporated into the Contract) can be found here:  
<https://wicksteed.co.uk/what-we-do/playground-inspection/> and  
<https://wicksteed.co.uk/wp-content/uploads/2016/09/Guide-to-inspection-2019.pdf>
- 8.5 The price for the Inspection Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 8.6 The Company will provide the Customer with a report detailing the results of the Inspection Service including any recommendations for remedial works. The price payable by the Customer for the Inspection Service shall not include or extend to any such remedial works or repairs or replacement parts which the Customer will need to arrange with the Company separately.
- Post-Installation Service
- 8.7 Further information and additional applicable terms relating to the Post-Installation Service (which are incorporated into the Contract) including the scope of the service is available on request from [sales@wicksteed.co.uk](mailto:sales@wicksteed.co.uk) or by calling +44(0)1536 517028.
- 8.8 The price for the Post-Installation Service shall be that specified in the Contract, unless varied by the Company in accordance with clause 10.3.
- 9. Customer's obligations**
- 9.1 The Customer shall:
- 9.1.1 ensure that the terms of the Order and any information it provides towards or in the Service Specification and the Goods Specification are complete and accurate;
- 9.1.2 co-operate with the Company in all matters relating to the Services;
- 9.1.3 provide the Company, its employees, agents and contractors, with access to the Delivery Location and any other part of the Customer's premises, office accommodation and other facilities as reasonably required by the Company to deliver the Goods and/or provide the Services (**Customer Premises**);





- 9.1.4 to the extent required, prepare the Customer Premises for the supply of the Services and ensure that the Customer Premises are safe and secure at all times whilst the Company (including its employees, agents or contractors) are present;
- 9.1.5 provide the Company with such information and materials as the Company may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects;
- 9.1.6 obtain and maintain all necessary licences, permissions and consents including for the avoidance of doubt all necessary planning permissions (**Consents**) which may be required for the Services before the date on which the Services are to start and if so requested supply copies of such Consents to the Company;
- 9.1.7 keep all materials, equipment, documents and other property of the Company (**Company Materials**) at the Customer Premises in safe custody at its own risk (except in cases where we have expressly agreed in writing to put in place arrangements for securing any materials, equipment or property), and not dispose of or use the Company Materials other than in accordance with the Company's written instructions or authorisation; and
- 9.1.8 comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Company's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- 9.2.1 without limiting or affecting any other right or remedy available to it, the Company shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Company's performance of any of its obligations;
- 9.2.2 the Company shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Company's failure or delay to perform any of its obligations as set out in this clause 9.2; and
- 9.2.3 the Customer shall reimburse the Company on written demand for any costs or losses sustained or incurred by the Company arising directly or indirectly from the Customer Default.
- 10. Charges and payment**
- 10.1 The price for the Goods:
- 10.1.1 shall be the price set out in the Order or, if no price is quoted, the price set out in the Company's published price list as at the date of delivery; and
- 10.1.2 shall be exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be invoiced to the Customer.
- 10.2 The charges for the Services:
- 10.2.1 shall be the price set out in the Order; and
- 10.2.2 the Company shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Company engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Company for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer is responsible for providing the Company with all such adequate and accurate information as the Company may reasonably require in order to supply the Goods and/or Services. The Company reserves the right to increase the price of the Goods or the Services, by giving notice to the Customer at any time before delivery or performance, to reflect any increase in the cost of the Goods or the Services to the Company that is due to:
- 10.3.1 any factor beyond the control of the Company (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials, shipping and other manufacturing costs);
- 10.3.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification;
- 10.3.3 any request by the Customer to change the Goods Specification;
- 10.3.4 any request made by the Customer for the Company to pause or suspend its performance of its obligations or its delivery of the Goods or the Services;
- 10.3.5 any delay caused by any instructions of the Customer in respect of the Goods;
- 10.3.6 any delay or failure of the Customer to give the Company adequate or accurate information or full instructions in respect of the Goods.
- 10.4 In respect of Goods, the Company shall invoice the Customer on or at any time after despatch of the Goods from the Company's premises. In respect of Services, unless otherwise specified by the Company, the Company shall invoice the Customer on Practical Completion of the Services.
- 10.5 The Customer shall pay each invoice submitted by the Company:
- 10.5.1 within 28 days of the date of the invoice or in accordance with any credit terms agreed by the Company and confirmed in writing to the Customer; and
- 10.5.2 in full and in cleared funds to a bank account nominated in writing by the Company, and time for payment shall be of the essence of the Contract.
- 10.6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Company to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Company, pay to the Company such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 10.7 If the Customer fails to make a payment due to the Company under the Contract by the due date, then, without limiting the Company's remedies under clause 14, the Customer reserves the right to charge the Customer interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 10.7 will be charged in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 and the Company reserves the right to also charge the Customer a fixed sum for the cost of recovering the late payment in accordance with its rights under such act.
- 10.8 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 11. Intellectual property rights**
- 11.1 All Intellectual Property Rights in or arising out of or in connection with the Goods and Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Company.
- 11.2 The Customer grants the Company a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Company for the term of the Contract for the purpose of providing the Services to the Customer.



**12. Confidentiality**

- 12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2 Each party may disclose the other party's confidential information:
  - 12.2.1 to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
  - 12.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**13. Limitation of liability**

- 13.1 The restrictions on liability in this clause 13 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 13.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
  - 13.2.1 death or personal injury caused by negligence;
  - 13.2.2 fraud or fraudulent misrepresentation;
  - 13.2.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
  - 13.2.4 defective products under the Consumer Protection Act 1987.
- 13.3 Subject to clause 13.2, the Company's total liability to the Customer shall not exceed the price paid by the Customer for the Goods and/or Services provided under the Contract.
- 13.4 Subject to clause 13.2, this clause sets out the types of loss that are wholly excluded:
  - 13.4.1 loss of profits;
  - 13.4.2 loss of sales or business;
  - 13.4.3 loss of agreements or contracts;
  - 13.4.4 loss of anticipated savings;
  - 13.4.5 loss of use or corruption of software, data or information;
  - 13.4.6 loss of or damage to goodwill; and
  - 13.4.7 indirect or consequential loss.
- 13.5 The Company has given commitments as to compliance of the Goods and Services with relevant specifications in clause 5 and clause 7. In view of these commitments, the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 13.6 This clause 13 shall survive termination of the Contract.

**14. Termination**

- 14.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
  - 14.1.1 the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 14 days after receipt of notice in writing to do so;
  - 14.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
  - 14.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
  - 14.1.4 the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 14.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Customer if:
  - 14.2.1 the Customer fails to pay any amount due under the Contract on the due date for payment; or
  - 14.2.2 there is a change of Control of the Customer.
- 14.3 Without affecting any other right or remedy available to it, the Company may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Company if:
  - 14.3.1 the Customer fails to pay any amount due under the Contract on the due date for payment;
  - 14.3.2 the Customer becomes subject to any of the events listed in clause 14.1.2 to clause 14.1.4; or
  - 14.3.3 the Company reasonably believes that the Customer is about to become subject to any of them.

**15. Consequences of termination**

- 15.1 On termination of the Contract:
  - 15.1.1 the Customer shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of Services and Goods supplied but for which no invoice has been submitted, the Company shall submit an invoice, which shall be payable by the Customer immediately on receipt;
  - 15.1.2 the Customer shall return all of the Company Materials or Goods which have not been fully paid for. If the Customer fails to do so, then the Company may enter the Customer Premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.



- 15.2 Termination or expiry of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination or expiry shall continue in full force and effect.
- 16. Force majeure**
- Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 3 months the party not affected may terminate the Contract by giving 21 days' written notice to the affected party.
- 17. General**
- 17.1 Assignment and other dealings**
- 17.1.1 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 17.1.2 The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 17.2 Notices.**
- 17.2.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- 17.2.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
- 17.2.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 17.3 Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.3 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.
- 17.4 Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 17.5 No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 17.6 Entire agreement.**
- 17.6.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 17.6.2 Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.
- 17.6.3 Nothing in this clause shall limit or exclude any liability for fraud.
- 17.7 Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- 17.8 Variation.** Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).
- 17.9 Governing law.** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 17.10 Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.



Wicksteed is proud of its reputation for quality and uses only the highest quality materials in its equipment. Wicksteed was founded in 1876 and remains Great Britain's leading playground manufacturer, reinforcing our ability to fulfil our promises and obligations arising from our guarantees. Below are the key terms and limitations of each of the guarantees provided by Wicksteed in respect of our equipment and products. If you need any further information or have any questions please contact us at [sales@wicksteed.co.uk](mailto:sales@wicksteed.co.uk).

### ***Our Guarantees***

(See overleaf for specific terms & conditions)

**Lifetime guarantee** against structural failure of steel components manufactured by Wicksteed.

**Lifetime guarantee** against cracking, splitting and delamination on Densetec high density polyethylene panels that form part of the Wicksteed manufactured and supplied products.

**15 year guarantee** against structural failure of stainless steel slides.

**10 year guarantee** against corrosion of Wicksteed manufactured painted steel components.

**5 year guarantee** against corrosion of Wicksteed manufactured Multi Use Games Areas and fencing.

**5 year guarantee** on artificial grass.

**5 year guarantee** against structural failure of bearings and of springs on Spring Mobiles.

**2 year guarantee** against structural failure of consumable parts and components.

**15 year guarantee** against rot and insect infestation of machine rounded structural timber components with steel shoes used on playground equipment.

**10 year guarantee** against rot and insect infestation on laminated pine supports with steel shoes. Also on machine rounded timber installed directly into the ground. These both apply when the timber is used on playground equipment.

**5 year guarantee** against rot and insect infestation on machine rounded timber installed directly into loose fill surfacing and on timber component parts.

**2 year guarantee** against rot and insect infestation on timber used for landscaping purposes including timber used on revetments and mounds.

**5 year guarantee** on Wet Pour surfacing and rubber tiles (including rubber safety grass mats) against faulty materials and workmanship.

**2 year guarantee** on Eco-Tumble surfacing against faulty materials and workmanship.

**1 year guarantee** on Installation works against faulty materials and workmanship.

Signed: *Katherine Perkins*  
Managing Director

Dated: 11th November 2022

*Our Guarantees - Specific terms and conditions*

The steel components covered by our **Lifetime structural failure guarantee** are:

- Uprights
- Decks
- Poles
- Bridges
- Castings

The Lifetime warranty is until such time that the unit is removed from service.

The structural failure guarantee on our 6060-114 Spin-a-bounce is 15 years.

The structural failure guarantee on our stainless steel slides is 15 years.

Our **Lifetime Densetec guarantee** covers all **Densetec high density polyethylene** panels that form part of Wicksteed manufactured and supplied products.

The steel components covered by our **10 year corrosion protection guarantee** are Wicksteed manufactured steel products that are protected with the application of an externally coated zinc metal thermal spray pre-treatment applied in accordance with B.S.5493, prior to polyester powder coat painting. All paintwork repairs must be carried out promptly as per Wicksteed's maintenance instructions, using only approved materials, in order to maintain the original level of anti-corrosion protection.

The steel components covered by our **5 year corrosion protection guarantee** are Wicksteed manufactured products which are hot dip galvanized prior to polyester powder coat painting.

Our **5 year artificial grass guarantee** covers:

- Colour fastness and UV stability
- Deterioration of yarn due to water
- Dimensional stability of the carpet
- Yarn tuft lock

Our **5 year structural failure guarantee for springs on Spring Mobiles and Bearings** covers failure due to defective materials.

Our **2 year structural failure guarantee for consumable parts and components** covers:

- Ropes
- Swing chains
- Fixings

Springs, consumable parts and components are not covered by our 10 year corrosion protection guarantee.

Our **15 year, 10 year, 5 year, and 2 year timber guarantees** are against rot and insect infestation which impairs the structural integrity of the product. Untreated timber and cosmetic damage (such as cracks under 8mm), are not covered. Wicksteed uses water based staining products on our timbers which can be subject to some seepage in wet weather during the early stages after installation. This can easily be washed away and is not covered by this guarantee.

Our **5 year Wet Pour guarantee** applies to the wet pour material itself. Where wet pour is laid onto an existing surface such as tarmac, the guarantee excludes the chase cut; the chase cut is guaranteed for 1 year. This guarantee also excludes wear pads that form part of an Eco-Tumble surface which are guaranteed for 2 years. Repairs to existing wet pour are excluded from these guarantees

The **2 year Eco-Tumble guarantee** does not cover colourfastness as transfer of colour can occur. Where Eco-Tumble is laid onto ground/existing bases the guarantee only covers the Eco-Tumble itself and not the integrity of the ground/bases. Repairs to existing Eco-tumble are excluded from these guarantees.

**Additional terms of cover:**

All of our guarantees are subject to the following limitations:

1. The guarantees apply from the date of installation and are subject to provision of proof of the purchase date.
2. The guarantees cover only defects in materials and Wicksteed's liability under the guarantees is limited to repair or replacement of defective products or equipment, at Wicksteed's discretion.
3. The guarantees only apply if the products and equipment have been installed in accordance with Wicksteed's instructions, if all replacement parts are Wicksteed approved and provided that the equipment has been inspected and maintained in accordance, where applicable, with BSEN1176 and Wicksteed's 'Guide to the Inspection and Maintenance of Play Areas/ Inspection Check Lists' which can all be downloaded from [www.wicksteed.co.uk/playscape-inspection.html](http://www.wicksteed.co.uk/playscape-inspection.html). Supporting documentation of Inspection and Maintenance of the item may be required.
4. Normal wear and tear, damage caused by abnormal or improper use, acts of vandalism, accidental damage, fire or flood, ground heave or sub-base movements of any nature, failure to properly maintain or inspect, negligence or subsidence are excluded from our guarantees. Our guarantees do not cover discolouration (other than as specifically provided for in our terms) or cosmetic changes, including changes in the colour of wood. Products and equipment which are subjected to the effects of salt spray are excluded from all guarantees.
5. The guarantees are in addition to and do not affect your legal rights and are subject to Wicksteed's general terms and Wicksteed's instructions for installation.
6. The defect must be reported to a member of the Customer Service Team at Wicksteed as soon as it is discovered.
7. The guarantees only apply to products manufactured by Wicksteed Leisure Ltd. In cases where items have been sourced from alternative manufacturers our guarantees will not apply and you will have to rely on the guarantee provided by the manufacturer of the product.

**Item 11**

**LUDLOW MARKET**

# LUDLOW MARKET

Report No. SS/22/26

Services Committee  
23<sup>rd</sup> November 2022

## 1. INTRODUCTION

- 1.1 Ludlow Market is operated by Ludlow Town Council and runs 6 days a week for a large part of the year.

## 2. RECOMMENDATION

- 2.2 To note that the survey has taken place and that the publication will be brought to Services Committee in January.
- 2.3 To note the information from NABMA.

## 3. NATIONAL SURVEY OF RETAIL MARKETS

- 3.1 NABMA undertake a national Survey of Retail Markets. Some of the headlines issues presented to the recent Conference include:

- (A) - Latest occupancy levels
- (B) - Average charges applied across all types of Markets
- (C) - Footfall information
- (D) - Trader representation
- (E) - Markets management
- (F) - Financial performance

There will be a further publication in the next two/three weeks which will include the recent Survey results and place them in the context of earlier Surveys to illustrate how the markets industry has been performing over the last seventeen years.

This publication will be brought to Services Committee in January.

**4. NABMA CONFERENCE PRESENTATIONS**

5.1 According to NABMA One of the most important challenges facing the markets industry is the need to attract a new generation of market traders. At Conference they had two presentations:

1) The NMTF with their highly successful Young Traders Markets, which has now been running for ten years, seeking to attract new traders between 16-30.

2) Stockton on Tees with a proactive and successful approach of attracting and nurturing new traders.

5.2 We currently are not struggling to attract new traders but all this information is useful for building the market's resilience.

Deputy Town Clerk  
November 2022

**Implications**

**Wards Affected (All)**

**Financial (As above)**

**Health & Safety (None)**

**Law & Order (None)**

**Environmental Implications (As above)**

**LUDLOW MUSEUM AT THE BUTTERCROSS**

# LUDLOW MUSEUM AT THE BUTTERCROSS

## Report No. SS/22/27

**Services Committee**  
**23<sup>rd</sup> November 2022**

### **1. INTRODUCTION**

- 1.1 Ludlow Museum at the Buttercross is a service run by Ludlow Town Council.

### **2. RECOMMENDATION**

- 2.1 To consider the benchmarking work required in preparation for accreditation review/renewal in May 2023.
- 2.2 To note the plans for closure in December 2022 to allow redecoration and cleaning works.
- 2.3 To consider the suggestion of including Pageant 1934 costumes within the permanent exhibition.

### **3. ACCREDITATION**

- 3.1 Accreditation of Museums is reviewed every 5 years and we are approaching our date of May 2023.
- 3.2 There is a large amount of work required in preparation for this review. A list of work required has been identified via a benchmarking process and is attached in Appendix 1. Please note this list is not yet complete due to time restrictions within the office.
- 3.3 It will then require a large amount of dedicated staff time to get the work completed.

### **4. CLOSURE IN DECEMBER**

- 4.1 As approved by Services Committee on 15<sup>th</sup> June the Museum building

will be having a refresh in December.

To allow this work to take place the Museum will closed for 2022 on Sunday 11<sup>th</sup> December at 4pm.

It will then be closed the weekend of 16<sup>th</sup>, 17<sup>th</sup> and 18<sup>th</sup>, plus the weekends of 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup> and 30<sup>th</sup>, 31<sup>st</sup> 1<sup>st</sup> Jan as usual.

The Museum will reopen on Friday 6<sup>th</sup> January 2023.

- 4.2 Advice has been sought from the Conservation Officer in terms of what types of paint etc should be used. Linseed oil based paint will be used to paint the Broad Street window frame and a mineral paint will be used to refresh the stairwell (both steps and walls).
- 4.3 The timber used to box in pipework in the bathroom can be painted in standard emulsion and the door frame at the bottom of the stairs can be painted in exterior off white gloss.  
A specific paint will also need to be found to define the edge of the steps.
- 4.4 The wooden flooring throughout the Museum will need to be cleaned and treated by hand. It will be hoovered thoroughly and then a specialist wooden floor soap will be used, followed by a floor oil applied using foam brushes and a microfibre cloth for removing excess oil. If this is successful I propose this is done twice a year in future to keep the floor in a better condition.
- 4.5 Work for Museum staff will involve: planning; cleaning out the kitchen cupboards which are used to store various items such as cleaning materials and merchandise; undertaking any training; clearing out the desk and old paperwork plus improving the filing system. All of these are jobs that are difficult to do when the Museum is open to members of the public.

## **5. INTRODUCTION OF PAGEANT 1934 EXHIBITS**

- 5.1 Exhibition case no 13 currently contains Glenurquhart school clothes, three teddies, a school slate, a wall map of Scotland and a school exercise book.  
When following the historical timeline around the Museum this is the last case to be seen and therefore it needs to be colorful and clearly about Ludlow.
- 5.2 The proposal is to change the display within the case to include costumes from the 1934 Pageant held in Ludlow castle, along with programs, posters and other items held in the Shropshire Council Collection Centre.



- 5.3 We also have some footage of the Pageant on cd that we would like to transfer to memory stick and have displayed on the nearby screen as soon as it is repaired.

Deputy Town Clerk  
November 2022

**Implications**

**Wards Affected (All)**

**Financial (As above)**

**Health & Safety (None)**

**Law & Order (None)**

**Environmental Implications (None)**

**BENCH ON SANDPITS ROAD**

## **BENCH ON SANDPITS ROAD**

**Report No. SS/22/28**

**Services Committee  
23<sup>rd</sup> November 2022**

### **1. INTRODUCTION**

- 1.1 Benches throughout Ludlow are owned by a variety of different authorities and businesses. Volunteers look after the benches throughout the town ensuring a cohesive service for the public.

### **2. RECOMMENDATION**

- 2.1 To consider the request from a member of the public.

### **3. REQUEST FROM RESIDENT TO DEDICATE A LUDLOW TOWN COUNCIL OWNED BENCH**

- 3.1 The request below was received by Graeme Perks.

We have been approached for a bench to remember Tom Preece and this I think could be done up properly at no cost to LTC

Attached 1 and 2 About Tom.

Attachment 3 2021 survey comments.

Attachment 4 bench 4.

Attachment 5 and 6 the shoddy unapproved works.


Mrs Preece is still alive and lives near by and this could be another really good project - I said as a first step I would ask LTC.

Image 1

Hi Graham, briefly Dad 'Tom' was born in 1927, was the youngest of the large Preece family. He did his National service, and then came back to Ludlow where he settled. Mum joined him, they got married at St Laurence's and they had a family of 8 children, 1 son and 7 girls, many of them still live in Ludlow along with grand, great and great great grandchildren. He

Image 2

along with grand, great and great great grandchildren. He passed in 2009, was a familiar figure in the local community, as he worked as a builder for Hughes and Powell. He was a much loved, hard working man, and a friend to many. He is very missed by us all. Graham get back to me if you need any additional information. Kind regards.

 Image 3

Bench Description.	Works Urgency	Condition.	Work Required.
metal seat	Low	Needs work but not LWMF expertise.	Specialist metal worker to rebuild.
timber Slab end.	N/A	Removed in 2019 and bits used elsewhere.	
inoxap metal and timber.	Non	Stain slats but not urgent.	Stain slats ebony colour - not urgent.
Metal frame and wood slats.	High	Needs timber slats repairing.	Repair wooden slats and restain.
timber Slab end.	Low	Rebuilt two years ago. Slight marks from site contractors.	Restain from family donation to LTC?
timber Slab end.	Low	Rebuilt two years ago.	Slight repairs and restain.
Slab end seat	High	New rear seat rail and rebuild.	Rebuild Existing.
Slab end seat	High	Complete rebuild and removed from site.	Rebuild Existing.
Concrete and timber	Low	Rebuild from two saved seats (ends from no:2 July 2018).	Rebuild a reclaimed similar bench.
ditto	Low	Restored 2016 bird droppings need restaining.	Wash down, prepare and restain.
Inbloom timber tree seat	Low	ditto	ditto
ditto	Low	Just needs seat top staining.	ditto
Metal frame and wood slats.	High	Timber rotting and fayer of moss and lichen.	Washdown, prepare and stain seat rails.
ditto	High	ditto	Wash down, prepare and restain.
Metal frame and wood slats.	High	ditto	ditto
Timber seat	High	Treat wood and repaint metal - Green area land transfer.	ditto
McConeel metal seat	N/A	July Ok but back vandalised late Oct.	Rebuild back panel.

Image 4



Image 5



Image 6



Deputy Town Clerk  
November 2022

**Implications**

**Wards Affected (All)**

**Financial (As above)**

**Health & Safety (None)**

**Law & Order (None)**

**Environmental Implications (Refurbishment of existing bench)**

**WINTER MAINTENANCE**

# **WINTER POLICY**

## **Report No. SS/22/29**

**Services Committee**  
**23<sup>rd</sup> November 2022**

### **1. INTRODUCTION**

- 1.1 Ludlow Town Council owns and looks after a number of sites through Ludlow that are publicly accessible.

### **2. RECOMMENDATION**

- 2.1 To consider the changes to the Ludlow Town Council gritting policy previously re-adopted in 2017.
- 2.2 To approve the changing the policy title to Ludlow Town Council's Winter Policy.
- 2.3 To recommend the policy is approved by Policy and Finance Committee.

### **3. TO REVIEW THE CURRENT POLICY**

- 3.1 The current policy is attached in Appendix 1.
- 3.2 The suggested amended policy is in Appendix 2.

### **4. IMPORTANT ALTERATIONS TO NOTE**

- 4.1 The current policy states that two grit bins will be installed in the Cemetery. This did not happen due to concerns regarding antisocial behaviour and possible vandalism.
- 4.2 To include Guildhall steps and public toilet access.
- 4.3 Clarify the difference between weekdays and weekends.



4.4 Formal recording of when winter activity takes place.

4.5 Addition of appendix 1, 2 and 3 within the policy.

Deputy Town Clerk & DLF Supervisor  
November 2022

**Implications**

**Wards Affected (All)**

**Financial (As above)**

**Health & Safety (None)**

**Law & Order (None)**

**Environmental Implications (None)**



## **GRITTING POLICY**

**Adopted Full Council 15<sup>th</sup> March 2010**  
**Re-adopted Full Council 8<sup>th</sup> July 2013**  
**Re-adopted Full Council 30<sup>th</sup> January 2017**

### **AIM**

- To make Market Square and the Cemetery paths safe for members of the public during icy and snowy conditions by gritting with a grit/salt mix on ice and snow. Snow will be removed first.

### **RESPONSIBILITIES**

- The Town Clerk will determine when gritting is necessary on Ludlow Town Council property
- The Town Clerk, Market Officer and Direct Labour Force Supervisor will liaise on a day-to-day basis on requirements during icy and snowy conditions
- The Direct Labour Force Supervisor will implement the decisions made
- The Direct Labour Force will be on emergency call-out during out of hours

### **EQUIPMENT AND WORK FORCE**

All equipment will be stored at the Depot, Henley Road Cemetery

- A push-spreader will be used to spread the grit/salt mix
- Two manual snow blades will be available for use to clear snow prior to gritting
- Two grit bins will be installed in the Cemetery. The bins will be filled with the grit/salt mix at the beginning of the winter season (October) and re-filled as necessary and when possible
- The Direct Labour Force Supervisor will determine how many staff would be required depending on the severity of the condition

### **MONITORING**

The Direct Labour Force Supervisor will

- Maintain the equipment and ensure it is in working order and good condition prior to and during the winter season
- Record the amount of grit/salt mix supplied to each grit bin during the season
- Record the weather/ice/snow conditions prior to gritting

### **CONTACTS**

Town Clerk, 07971 798 131

Direct Labour Force Supervisor, 07800 555738

Market Officer, 07800 555692



## **WINTER POLICY**

**Adopted Full Council 15<sup>th</sup> March 2010**  
**Re-adopted Full Council 8<sup>th</sup> July 2013**  
**Re-adopted Full Council 30<sup>th</sup> January 2017**  
**Updated 16<sup>th</sup> November 2022**

### **AIM**

- To make Market Square, Cemetery paths, Guildhall steps and toilet access as safe as possible for members of the public during icy and snowy conditions by gritting with a grit/salt mix on ice and snow. Snow will be removed first.

### **RESPONSIBILITIES**

- The Direct Labour Force Supervisor, or Town Clerk, will determine when gritting is necessary on Ludlow Town Council property.
- The Direct Labour Force will check sites from 8am on normal working days and again later in the day at 1pm. A list of sites is shown in Appendix 1.
- On weekends when there is a Ludlow Town Council market being held the Market Square and Castle Street toilets only will be checked and treated by the Market Manager.
- Salt will also be available at the toilets throughout the winter for Facilities Officers to spread on footpaths outside Castle Street, Smithfield and Linney toilets as necessary.
- The Town Clerk, Market Manager and Direct Labour Force Supervisor will liaise on a day-to-day basis on requirements during icy and snowy conditions
- The Direct Labour Force Supervisor will implement the decisions made
- A member of the Direct Labour Force team will be on emergency call-out during out of hours. They will have a vehicle and a supply of grit that can be used. To note they will only undertake this work if called that day, or by prior arrangement.

### **EQUIPMENT AND WORK FORCE**

The majority of equipment will be stored at the Depot, Henley Road Cemetery. There will however also be shovels and a supply of salt at each of the toilets

- A push-spreader will be used to spread the grit/salt mix
- Two manual snow blades will be available for use to clear snow prior to gritting
- The Direct Labour Force Supervisor will determine how many staff would be required depending on the severity of the condition
- All sites where salt is kept/available will have their supplies refreshed in mid-October annually and then checked monthly by the DLF Supervisor until mid-March.



## MONITORING

The Direct Labour Force Supervisor will

- Maintain the equipment and ensure it is in working order and good condition prior to and during the winter season
- Monitor salt levels at each location and organise a further supply as and when needed
- Record the amount of grit/salt mix supplied to each grit bin during the season
- Record the weather/ice/snow conditions prior to gritting and note where has been gritted
- Advise the Town Clerk when gritting has taken place so we can update social media.

## CONTACTS

Town Clerk, 07971 798131

Direct Labour Force Supervisor, 07800 555738

Market **Manager**, 07800 555692

Appendix 1. List of sites to be checked/treated

- Market Square
- Cemetery
- Castle Street toilets
- Smithfield toilets
- Linney toilets
- Guildhall steps

Appendix 2. Schedule for checks/treatment

	Monday to Friday	Saturday	Sunday
Market Square	Yes	Yes – Market Manager	Only if a LTC market
Cemetery	Yes	No	No
Castle Street toilets	Yes	Yes – Market Manager	Only if a LTC market
Smithfield toilets	Yes	No	No
Linney toilets	Yes	No	No
Guildhall steps	Yes	Yes – Market Manager	Only if a LTC market



