

To: All Members of the Town Council

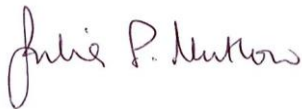
**Meeting of Seaton Town Council
on Monday, 8th April 2024 at 6pm**

3rd April 2024

You are hereby summoned to attend the above meeting to be held on **Monday, 8th April 2024 at 6pm or immediately after the conclusion of the Planning Committee, whichever is earliest**, at the Marshlands Centre, Harbour Road, Seaton EX12 2LT.

It is proposed that the matters set out on the agenda below will be considered at the meeting and resolution or resolutions passed as the Council considers appropriate.

This meeting has been advertised as a public meeting and as such could be filmed or recorded by broadcasters, the media or members of the public. Please be aware that whilst every effort is taken to ensure that members of the public are not filmed, we cannot guarantee this, especially if you are speaking or taking an active role.



Julia Mutlow
Town Clerk

AGENDA

- 24/COU/01 Apologies for absence**
To receive any apologies for absence.
- 24/COU/02 Declarations of Interest**
To receive any Members' declarations of interest in respect of items on the agenda
- 24/COU/03 Minutes**
To approve the minutes of a meeting of Seaton Town Council held on Monday, 11th March 2024
- 24/COU/04 County Councillor's Report**
To note the report
- 24/COU/05 District Councillors' Reports**

To note the reports

24/COU/06 Public Question Time

To allow any questions or reports from members of the public

24/COU/07 Town Clerk's Report

To note the report and correspondence log

24/COU/08 Appointments to Planning Committee

To consider appointing further councillors to the two vacancies on the Planning Committee

24/COU/09 Rental of storage unit

To consider a report on the rental of a storage unit

24/COU/10 Update on renewal of the Council's insurance policy, taking into account the rebuild valuations, and vehicle insurance

To update the Council on the rebuild valuations recently undertaken and consequential increase in annual insurance premium.

24/COU/11 Report on outturn position 2023/24

To consider the outturn position as at end of the financial year 2023-24 and agree any transfers to earmarked reserves

24/COU/12 Update on renewal of the Council's insurance policy, taking into account the rebuild valuations, and vehicle insurance

To update the Council on the rebuild valuations recently undertaken and consequential increase in annual insurance premium

24/COU/13 Coast meets country - Cllr Haggerty

To receive an update on the Coast meets Country tourism project and decide whether to allocate a sum of £5,000 not currently budgeted for within the 2024/25 budget but which could be met from reserves

24/COU/14 Date of Annual Town Meeting

To consider changing the date of the annual town meeting from Thursday, 18 April to Monday, 29 April 2024, so as not to clash with the annual general meeting of the Seaton League of Friends

24/COU/15 Councillor Surgeries

To agree dates, venues and format for future councillor surgeries

24/COU/16 Update on Seaton Tourist Information Centre

To note an update on enquiries to the tourist information centre and consider the position regarding weekend opening during the summer

24/COU/17 Playpark inspection reports

To note the play park inspections

**Minutes of the Seaton Town Council ('the Council')
Meeting
on Monday, 11 March 2024**

Present:

Chair: Cllr. A. Singh

Town

Councillors: K. Beer, H. Boehm, E. Bowman, K. Brooks, P. Burrows, D. Haggerty, M. Hartnell, D. Ledger & J. Russell

Officers: M. Tredwin, Locum Town Clerk

Public: 1 member of the public was in attendance

171. Apologies for absence

Apologies for absence were received from Cllrs. N. Dyke & C. Wood and approved.

172. Declarations of interest

Cllrs. Haggerty, Hartnell & Ledger declared a personal interest as East Devon District Councillors (EDDC) and Cllr. Hartnell as a Devon County Councillor (DCC).

173. Minutes

Members **RESOLVED** to approve the minutes of the meeting of Seaton Town Council held on Monday, 4 March 2024. (proposed Cllr. Hartnell; seconded Cllr. Beer)

174. Public Question Time

A member of the public said how pleased she was to see the new bus shelters, however, she, and other members of the public, were disappointed with the overall design. She asked if the design could be revisited and an additional side added, as this would prevent people getting wet when the wind was blowing from that direction. She also asked if a waste bin that had been removed would be replaced, as litter was now left to blow around. She also stated that some railings opposite had been removed.

Cllr. Hartnell noted her comments and, in his role as a DCC councillor, would make contact with the highways team and pass on the comments to see if there was any way to put another end on the shelter. In his role as an EDDC councillor, he would also check with Streetscene to enquire about the bin. Discussion on the railings ensued and this would be looked into.

Confidential item

Proposed Cllr Hartnell and seconded Cllr Ledger that the press and public would be excluded from the meeting during the discussion of the following item, as there as matters were being discussed which could include personal data.

175. Council procedures and staffing issues

The chair initially reflected on the successes that the Council had achieved over the past few years. These successes had led to much positivity within the town and had resulted in positive national coverage of the work that officers and councillors had been involved with.

However, an extraordinary meeting had been called as councillors had expressed concern about the behaviour of some councillors and their attitude towards the procedures and collective decision-making processes of the Council and also the manner of their communications with officers. Members discussed ways to ensure that the reputation of the Council was not further damaged and so that officers feel supported and not under continual attack. Members agreed that such behaviour was potentially affecting delivery of the Council's services and projects and placing the Council at risk in terms of its obligations to its employees under employment law.

Members agreed that individual complaints should be submitted to the Monitoring Officer, when they believed that potential breaches of the Members' Code of Conduct had occurred, and asked that, as part of his role in managing councillors, that the Chair write formally to the councillors concerned explaining the damage that their behaviour was causing and further **RESOLVED** that:

- all communications from all councillors should, in the first instance, be directed to two named councillors - Cllr. Singh & Haggerty, as Chair and Deputy Chair – rather than directly to officers. This would initially be for a three-month period, after which it would be reviewed.
- all councillors to attend "Good Employer Training" delivered by DALC or similar within 3 months.

(Proposed: Cllr Ledger; Seconded: Cllr Hartnell)

Majority decision 9 for; 1 against.

Meeting closed at 8.08pm

Signed _____

Dated _____

County Councillor report for Spring 2024 – **Cllr Marcus Hartnell**

Devon awarded £5.3m for zero emission buses.

Devon is one of 25 councils across England to receive funding for cleaner, more modern, and more reliable buses as part of a £143m government investment. A fleet of 41 electric buses are set to take to the roads of Devon in Exeter, North Devon and Torridge by 2026. Stagecoach will be investing a further £15m into the project to roll out new EV buses and charging infrastructure.

Bus Improvement Plan match funding available for Parish bus shelters

Match funding is available for Parish Councils towards bus shelters as part of our funding for bus infrastructure improvements across the county. Projects need to be delivered by March 2025 and Parish Councils are expected to own and maintain the new shelter going forward. If you are interested please contact me directly.

More EV charging points on the way.

The Department of Transport has awarded Devon more than £7m of capital funding to support the delivery of thousands of publicly accessible EV charging points. The funding will specifically target areas where drivers have no off-street parking. Devon has received one of the largest allocations of funding in the country. The aim is to have 2000 more charging points by 2030.

Government cash support for Devon's special needs education

Devon has signed an agreement with government that will see an extra £95m of national funding set aside to reduce the deficit on special needs education. As I have reported previously, the SEND deficit has continued to grow at an unsustainable rate and is expected to reach £163m by the end of this financial year. Devon has put in place a SEND improvement plan that has been approved by the Department of Education and as a result the £95m funding has been secured. Initially Devon will contribute £10m towards the deficit this year, with £38m coming from government before the end of March, and the remaining cash being spread out over eight years.

County budget on track to break even.

Amid stories of councils going bankrupt, it is good news that Devon is on track to break even at the end of the financial year. Our revenue budget of just under £700m will effectively break even in April with a small overspend of £291k being forecast. There are still financial risks with adult social care and children and young people, however significant work is underway across the council to support these pressures.

ENDS

Coast meets Country Project

I've been working with 2 hats for over a year on the Coast meets Country Project, which has been about East Devon promoting each town's benefits to improve and enhance tourism and business footfall. The importance of this cross party project mean everyone is on the same page going forward, not just for now, but to secure the future progress of East Devon towns working as one, competing stronger as a district, linking up Exmouth, Sidmouth, Budleigh, Beer, Honiton, Seaton and Axminster. The group's work, which includes attractions, high streets, businesses going forward, has an opportunity that will see town and parish councils working closer together and, as time goes on, it is hoped to encourage a wider range of businesses to East Devon, which in turn will improve the footfall for everyone taking part. Tourist information centres also play a part, and from the end of April additional videos, together with constant content improvements will be updated by the Coast meets Country team.

EAST DEVON COACH FRIENDLY PROJECT

Since gaining a cross party vote supporting 'Coach Friendly', it was referred to the Overview Committee, who met and formed a committee to progress East Devon, as a district, to be coach friendly. There are many potential growth options for every town who wish to take part, towns working together, focused on making EAST DEVON the first choice for all coach tourists, turning negative issues into positives, previous issues becoming lessons, the lessons learnt during the tourism shut down, are now recognised. I believe 2024 to be the first year people have the confidence to group holiday again, not just the people from the UK, but this year there is a sharp increase in incoming tourism. Here in East Devon it's paramount that we achieve as many coach friendly towns and attractions, which in turn will assist filling accommodation - hotels, B&B, holiday lets and camp sites. This project is a long-term project being adopted about returning tourists to East Devon.

SEATON COACH PARK

I have put forward suggestions that would change the way tour coaches park, just by changing the way tourist park, I have also suggested the bus stop is moved so passenger get on the bus from the coach park side, personally I believe there is a safety issue pending, this is not a quick fix, nothing happens fast, but when things do happen it's been debated and agreed.

MOVING OF THE FISHERMANS GAP BUS STOP

when this takes place, it gives the town another drop off point in the town, making it easier for everyone to have a central drop off and pick up option for tourist and locals visiting Seaton, this gives people more option to spend more time in Seaton, allowing visits to the town as well as the Seaton tramway, going forward everyone in business needs to work together to enhance everything happening in Seaton,

EDDC PLANNING COMMITTEE

I've now completed my first EDDC Planning Committee meeting, really enjoyed it, look forward to the meeting.

Cllr Del Haggerty

EDDC Councillor Seaton Ward

District Councillor's Update March/April 2024

1- Notification from EDDC Engineers:

Beer Cliff Top Car Park construction works.

Works will begin at the Beer Cliff Top car park starting this coming Monday 25 March. The initial works will be drainage improvements for 3-4 weeks with surfacing works in the area following on.

The car park will remain open but there will be periods of reduced capacity. Over the Easter bank holiday, the contractor will be off site, but their compound will remain.

2- On 25 March EDDC Streetscene laid another 120 metres of track matting at Beer beach to improve access for wheelchair and mobility scooter users and others with access needs. Building on the work done jointly with Beer Parish Council last July, and supported by a generous grant of £5300 from the East Devon National Landscape's Access for All fund, EDDC extended the track matting across the back of the beach as far as the boat storage, and also took it out to the crest of the beach improving access for those wishing to access the trip boats.

This project was part of EDDC's commitment to improving access for all across our beaches, and similar projects are in the pipeline this year for Seaton, Sidmouth, and Budleigh Salterton.

- 2- The Jubilee Playpark was officially opened on Wednesday. This has caused some division of opinion but as I stated to the Telegraph reporter whilst the parish council and I supported the replacement swings by newer items the footprint of the playpark and health & safety were obstacles in that happening. The playpark is for the younger members of our community and have proved so far to be an unmitigated success. It is not meant for older children and is effectively for children between the ages of 2 and 7. There were twenty-two children playing in the park on Grizzly weekend and I watched Beer Puffins thoroughly enjoying themselves on Wednesday's official opening. The pirate ship will weather down over time. Also, the installation is of extremely high quality and should last for many years. We sometimes think we know best, but children will speak for themselves as in how they enjoy interactive play and using their considerable energy around the equipment.
- 3- I have been reassured that by the end of next week I will receive a timeline on the repairs to the Underleys steps. If this does not happen given that the poor state of steps has been known about for over eight months than I will be taking whatever action I feel is proportionate to force the council's hand. You will gather I am quite prepared to hold my own council to account. Mostly the council and officers have

been fantastic in collaborating with me and the parish council, however, as with any public body, there are sometimes glitches that need to be addressed.

- 4- I have been reassured by Streetscene that the Underleys bank thorn bush will be cleared, and a wildflower meadow will be installed. The timescale has proven to be a problem due to the Chine cliff fall which needed urgent attention as a priority and though the inclement weather.
- 5- The dangerous railings on the Higher Meadows footpath have been repaired as has the wooden fencing at the bottom of Jubilee gardens so appreciation to Streetscene is in order.
- 6- Last Tuesday we held an inaugural meeting of the Seaton & District Youth Group at the Old Picture House, Seaton. We now have a constitution, a committee comprising a chair, a vice chair, a secretary, and our very own parish clerk as treasurer along with six other members. A Lloyds bank account has been set up and the bank can provide insurance. This will be a 'not for profit community interest group.' We need to recruit a salaried youth worker and identify a venue in Seaton. There are grants that I understand we can access, and the age range is likely to be 11-18 years. This is a journey of discovery but is in my opinion a necessity. There are volunteers with music-making skills, DJ'ing, video editing, and photography, but also the venue(s) will function as chillout zones and be inclusive of all abilities including those kids with additional needs. We can use the Reece Strawbridge Centre in Colyton, but I am committed to adding in a Seaton venue. I will update as and when this project develops.
- 7- I have written to South West Water regarding the state of the road at the bottom of Court Barton Hill and their quite frankly shabby repair to that section of road. I'll keep parishioners updated as to the response I receive from SWW and I thank the residents who raised this to me for support and action.

Best wishes for a Happy Easter

John

SEATON TOWN COUNCIL (‘the Council’)	
Date of report	8 April 2024
Item of business	24 COU 07
Details	Town Clerk’s Report
Purpose of Report	To provide a summary of highlights of the ongoing work of Seaton Town Council
Recommendations	It is RECOMMENDED that Members: <ul style="list-style-type: none"> • note the report

1. Introduction

Each month the Town Clerk presents a summary of ongoing projects and actions taken during the last month. This is, of course, over and above the general day-to-day operational work being carried out to manage the Council’s assets. Where relevant, substantive reports on some projects also appear as separate items of business on the agenda.

2. Summary of matters to note

- **Committees:**
 - **Planning Committee** – this committee met on 18 March 2024
- **Co-option** – Haydn Boehm was co-opted as a new councillor and new councillor training has been arranged. 3 of the other 5 applicants have asked that their applications are retained and reconsidered when future vacancies occur.
- **Christmas Lights** – a further meeting has taken place between officers and Seaton Chamber and discussions undertaken and advice, as required, regarding the various elements of the event supporting the switch-on, which the Chamber have agreed to deliver. A meeting has been arranged with a lighting contractor and DCC engineer officer on 22 April 2024, to establish whether the catenary wire is safe to be attached to the lighting columns. If deemed not, a rethink on the options for Christmas lights will need to be considered.
- **IT Support** – following the recent report to Council on cyber security, a meeting has taken place with the Council’s IT providers to discuss what might be required in terms of an updated package to reflect changes and increased threats in cyber

security and recommendations received. A report will be brought to Members in due course.

- **Gateway** – the Town Clerk and Deputy Town Clerk met with the Manager of the Gateway to discuss the implications of the imminent ‘Martyn’s Law’ and what the Council’s insurers would require as a result of this, and also the need for the Council to be provided with copies of the regular safety checks being undertaken at the Town Hall for the purposes of the Council’s insurance policy. The Manager confirmed that these would be supplied as soon as possible.
- **Foreshore Working Group** – this met on 3 April 2024.
- **Correspondence** - various correspondence has been dealt with by officers including liaison with DCC, EDDC and other partners and a summary of correspondence is attached.
- **Seaton Summer Celebration 2024** – planning for year’s event continues and the focus for the next 2 months, amongst other things, will be to ensure that all relevant insurance and risk assessments comply with legislation and health and safety regulations, posters, flyers and banners are ordered and the comprehensive publicity campaign is implemented, additional volunteer stewards are recruited and all community groups and contractors are briefed regarding arrival times and health and safety issues
- **Bus Shelters** – the replacement of the bus shelters has now been completed aside from Fisherman’s Gap which is in hand.
- **Play parks** – the annual RoSPA inspections are pending
- **Building valuations & insurance** – in light of the updated valuations for insurance purposes of Marshlands and the Town Hall, officers have been in discussions with the Council’s insurance brokers and an updated report in respect of the Council’s insurance renewal form part of this agenda.
- **Marshlands:**
The following works have been undertaken:
 - the first-floor refurbishment works are ongoing, officers undertaking as much of the decorative work as possible to keep costs as low as possible.
 - the Council’s insurers have made payment in respect of the damage to the wall and the excess of £400 has been recovered from the third party driver
 - a further approach has been received in respect of a possible lease of 3 offices on the first-floor office, by a public s, by a public sector partner and discussions are ongoing. Members will be kept updated
 - further site visits have taken place as regards plans for the Harbour Road side of the building and Members will be kept updated

- quotations are still being sought regarding the cost of preventing and repairing damage from water ingress in the Town Clerk's office and the bay windows on the seafront
- **Training & development** – the following training and development has been undertaken or booked since the last meeting:
 - **Deputy Clerk** – Coast & Country Sustainable Tourism Roadmap Launch (22 March 2024)
 - **Facilities Officer** – Chapter 8 Renewal Training booked for 19 April 2024

RECOMMENDATIONS

It is **RECOMMENDED** that Members:

- note the report

SEATON TOWN COUNCIL (‘the Council’)	
Date of report	8 April 2024
Item of business	24 COU 09
Details	Report on rental of a storage unit
Purpose of Report	To consider whether the Council should rent a storage unit in light of advice received on fire safety and business rates
Power/Authority	Local Government Act 1972, s111 – power to do anything that will facilitate, be conducive to or incidental to the discharge of powers and functions
Recommendations	<p>It is RECOMMENDED:</p> <ul style="list-style-type: none"> • authorise the rental of a 6m storage container (with a 3.6 m container as an interim measure) at the costs detailed in this report • authorise the Town Clerk to enter into the relevant licence between Harcombe Engineering and the Council • approve the virement of £1,450 from budget 165/4370 to a new budget code for storage rental.

1. Background

The Council owns a number of large items including gazebos and tables, some lights and further items purchased during the last financial year, including Christmas light frames and a mobile scaffold tower.

All these items require secure storage. Some years ago, the Council rented a storage container from Harcombe Engineering under the terms of a licence in the form attached at appendix 1. When more space became available on the seafront-side of Marshlands, due to the vacation of the previous tenants, the licence was terminated and the gazebos and tables stored in one of the rear offices.

The Christmas lights frames have been stored in the interconnecting corridor.

However, during the annual fire checks, conducted by the Council's fire safety contract, officers have been advised that, from a fire safety perspective, the frames should not be stored there going forward. Additionally, a recent updated valuation report concluded that business rates are payable on the rear ground floor store of £500 per annum. These have now been paid for the time that the room has been used for storage.

2. Summary

As a result of the recent advice and assessments received, the increased storage required and the ongoing negotiations with potential tenants, alternative storage is required.

Therefore, enquiries have been made of Harcombe Engineering as to availability of container storage on their site. They currently have a 3.6m container available at £95.39 pcm, with the possibility of a 6m container being available, in the near future, at a cost of £145 pcm. Both figures include VAT.

Ideally the larger container would be more suitable for the Council's purposes. This would cost £1,450 per annum + VAT.

3. Budget

Whilst the Council has no specific budget line for this expenditure, as it was not anticipated at the time the 2024-25 budget was set, there will be an underspend in the grounds maintenance budget as the cost of the contract awarded during tender process was less than had been budgeted for. It is therefore proposed that £1450 be vired from budget 165/4370 to a new budget code for storage rental.

The cost will be offset by the £500, which would otherwise be payable in respect of business rates.

4. RECOMMENDATIONS

It is **RECOMMENDED** that Members:

- authorise the rental of a 6m storage container (with a 3.6 m container as an interim measure) at the costs detailed in this report
- authorise the Town Clerk to enter into the relevant licence between Harcombe Engineering and the Council
- approve the virement of £1,450 from budget 165/4370 to a new budget code for storage rental.



Marshlands Centre, Harbour Road,
Seaton, Devon EX12 2LT
01297 21388
admin@seaton.gov.uk
www.seaton.gov.uk
Town Mayor: Cllr Amrik Singh
Town Clerk: Julia Mutlow

LICENCE dated: / . / . For Container No , key no

BETWEEN:

- (1) Harcombe Engineering Ltd of 101 Harbour Road, Seaton, Devon (the **Owner**) and
(2).....of. the **Licensee**)

1. In this licence the following terms shall have the following meanings:

Commencement Date means the date of this Agreement

Rent means £..... per Month to be paid monthly in advance

The **Goods** means anything stored in the Container at any time during the Licence Period

The **License Period** means the period of 12 Months from the Commencement Date

The **Storage Site** means 101 Harbour Road, Seaton, Devon

The **Container** means the storage container at the Storage Site designated by the Owner or any alternative storage container that the Owner may specify in accordance with clause 2.12 of this licence

The **Termination Date** means the last day of the Licence Period

2. It is agreed as follows:

2.1 The Owner permits the Licensee to occupy the Container for the purposes of the storage of Goods during the Licence Period and for no other purpose.

2.2 The Owner can refuse to permit the Licensee to store any Goods or require the Licensee to collect any Goods from the Container if in the Owner's opinion the safety of any person at the Storage Site or the security of the Container or its contents, or other containers or buildings at the Storage Site would be put at risk by the storage or continued storage of any such Goods.

2.3 The Licensee must not store in the Container:

- (a) food or perishable goods unless approved by the Owner and protected from vermin;
- (b) plants, birds, fish, animals or any other creatures;
- (c) combustible, flammable, explosive or oxidising materials;
- (d) firearms, weapons, ammunition, explosives, chemical, radioactive materials or biological agents;
- (e) pollutants, toxic or hazardous materials or contaminated goods;
- (f) asbestos or waste materials;
- (g) any item which emits any fumes, smell or odour;

- (h) alcohol or tobacco; or
 - (i) any illegal substances, illegal items or goods illegally obtained.
- 2.4 The Licensee can access the Container for the purposes of depositing, removing, substituting or inspecting the Goods and regular inspection of the Container for the regular inspection of the Goods.
- 2.5 Only persons accompanied by the Licensee will be allowed to have access to the Container unless the Licensee seeks written authorisation from the Owner for any other persons to access the Container.
- 2.6 The Licensee or persons authorised by the Owner must not:
- (a) use the Container for anything that may cause a nuisance to the Owner or other users of the Storage Site;
 - (b) do anything which would invalidate the Owner's insurance policy or the insurance policy of any other users of the Storage Site;
 - (c) use the Container as offices or living accommodation or as a home or business address;
 - (d) use the address of the Container for receiving or sending mail;
 - (e) use the Container for spray painting or do any mechanical work using heat;
 - (f) attach anything to the internal or external surfaces of the Container;
 - (g) make any alterations to the Container;
 - (h) allow any liquid, substance, smell or odour to escape from the Container or any noise to be audible or vibration to be felt outside the Container;
 - (i) cause any damage to the Container or any other part of the Storage Site and if any damage is caused the Licensee must make good any damage to the satisfaction of the Owner;
 - (j) leave anything outside the Container which would cause an obstruction in any other part of the Storage Site;
 - (k) leave any waste or refuse at the Storage Site. Any items left outside the Container at the Storage Site will be treated as rubbish to be disposed of by the Owner and any costs incurred in such disposal will be the responsibility of the Licensee.
- 2.7 Smoking in the Container or on the Storage Site is strictly prohibited.
- 2.8 The Licensee must provide a secure padlock for the Container and ensure that the Container is locked at all times when not in use by the Licensee and the Licensee is responsible for securing the Container at all times.

- 2.9 The Licensee must ensure that the gate to the Storage Site is kept locked at all times other than when the Owner is at the Storage Site.
- 2.10 The Owner shall have the right to enter the Container in the event of an emergency and break the lock if necessary.
- 2.11 The Owner shall have the right to inspect the Container, carry out repairs, maintenance and alterations to it giving 7 days written notice of an intention to do so but in the event that the Owner has reason to believe the Container is being used for the storage of any of the items described in Clause 2.3 or is being used in breach of Clause 2.6 or the Owner reasonably considers that access to the Container is necessary to ascertain whether action needs to be taken to prevent injury or damage to persons or property or if the Owner is required to gain access to the Container for the Police, Customs, Fire Services, Local Authority or by a Court Order or in the event of non payment of the Licence Fees then the Owner may access the Container without notice.
- 2.12 The Owner may at any time by giving the Licensee at least seven days' written notice require the Licensee to remove the Goods from the Container to another container on the Storage Site specified by us which shall not be smaller than the current Container.
- 2.13 If the Owner gives the Licensee a notice pursuant to clause 2.12 above then:
 - (a) the Owner agrees to pay the reasonable costs of removal which have been approved in writing by the Owner in advance of the removal;
 - (b) if the Licensee does not arrange the removal of Goods to the alternative container by the date specified in the Owner's notice, the Owner and/or the Owner's agents and contractors may enter the Container for the purposes of removing the Goods. In doing so, the Owner and/or the Owner's agents and contractors shall act as agents for the Licensee and the removal will accordingly be at the Licensee's risk;
 - (c) if the Goods are moved to an alternative container, this licence will be varied by the substitution of the alternative container, but shall otherwise continue in full force and effect.
3. This Licence starts on the Commencement Date and will remain in force until it is terminated by not less than one calendar months' prior written notice by either party to the other; but unless the Owner stipulates otherwise by written notice to the Licensee this Licence shall not terminate unless and until all rent is paid and covenants conditions are performed and observed at the Termination Date and vacant possession is given on or before termination and its termination shall be without prejudice to any rights then accrued to any party to this licence.

4. The Licensee shall pay to the Owner a deposit of 1 month's Rent and pay 1 month's Rent on the signing hereof and then monthly in advance and without deduction thereafter by direct debit to an account nominated by the Owner. The Deposit will be returned after the Termination Date by cash, cheque or bank transfer after the deduction of any costs payable by the Licensee under the provisions of this licence and no interest shall be paid on the Deposit.
5. The Goods shall be stored at the Licensee's sole risk and the Licensee shall be responsible for insuring any items belonging to him that are left in the Container and supply the Owner with evidence of a valid insurance policy if required.
6. The Licensee must notify the Owner of any changes in their contact details.
7. Immediately upon the Termination Date the Licensee must remove the Goods from the Container and leave the Container clean and tidy and in the same condition as at the Commencement Date. The Licensee will be responsible for any costs incurred by the Owner for cleaning Container or disposing of any goods or rubbish left in the Container.
8. The Owner shall have a lien over the Goods in the event of non payment of the License Fee and can refuse the Licensee and his agents access to the Goods and the Container and in the event that any of the License Fee is outstanding for 30 days or the Licensee fails to collect the Goods after the Owner has required the Licensee to collect them, the Owner may sell the Goods and pass all ownership of them subject to the Owner giving the Licensee notice in writing of the amount of the Licensee's debt and that in default of payment within 10 days of the date of the notice the Owner will sell the Goods and use the proceeds of sale to pay first the costs incurred by the Owner and secondly in paying the Licensee's debt and to hold any balance for the Licensee. Interest will not accrue to the Licensee on such balance. If the proceeds of sale are insufficient to discharge all or any part of the deb, the Licensee must pay any balance outstanding to the Owner within 7 days of a written demand from the Owner.
9. This licence does not give the Licensee any estate, right or interest in the Container except as is necessary for the exercise of the right expressly conferred on him by this licence and does not exclude the Owner from the legal possession of the Container.
10. This licence is personal to the Licensee and shall not be capable of being assigned shared or otherwise disposed of and the Licensee shall not grant or attempt to grant any rights in it.
11. The Goods being stored by the Licensee from time to time is entirely within the Licensee's discretion and:

- (a) the Licensee must ensure that the Container is suitable for the storage of the Goods and the Owner does not warrant or represent that any Container is a suitable place or means of storage for any particular goods;
 - (b) the Licensee must inspect the Container before storing the Goods in the Container and from time to time if the Licensee so wishes throughout the License Period
 - (c) the Licensee must ensure that the Goods are securely and properly packed and in such condition as not to cause damage or injury to the Storage Site or any other Container whether by spreading damp, infestation, leakage or the escape of fumes or substances or otherwise howsoever.
12. The Owner shall keep the Container (but not the Goods) insured against loss or damage by fire and in case of destruction or damage by fire (unless the insurance money becomes irrecoverable through any act, default or omission of the Licensee) rebuild and reinstate it as speedily as possible and maintain adequate public liability insurance and the Owner will supply a copy of the insurance policies to the Licensee if required.
13. The Owner is excluded from liability for loss or damage to the maximum extent permitted by law and is excluded from all liability in respect of indirect loss or damage, including indirect loss or damage relating to the Goods, lost profits or business interruption.
14. The Owner is not excluded from liability for physical injury to or the death of any person and which is a direct result of the Owner's negligence or willful default or that of the Owner's agents and/or employees or for any matter which cannot be excluded by law.
15. Any goods remaining in the storage unit after the expiration of the license shall be deemed abandoned and will be removed. And disposed of , any costs for disposal shall be met by the licensee .

SIGNED by the Owner:

On behalf of Harcombe Engineering Ltd

SIGNED by the Licensee:

SEATON TOWN COUNCIL (‘the Council’)	
Date of report	8 April 2024
Item of business	24 COU 11
Details	Report on Council’s budgetary position at conclusion of 2023-24
Purpose of Report	To note the outturn position as at the end of 2023-24 consider whether to make adjustments to earmarked reserves
Power/authority	Local Audit & Accountability Act 2014 & Seaton Town Council Financial Regulations
Recommendations	<p>It is RECOMMENDED that Members:</p> <ul style="list-style-type: none"> • note the outturn position, as against budget, at 31 March 2024 • make adjustments to earmarked reserves as proposed in the report

1. Background

As required by the Council’s Financial Regulations, statements of all receipts and payments as against the annual budget are presented regularly to the Council, via the Finance & General Purposes Committee. This enables underspends to be identified and adjustments made, where Members believe funds could be more appropriately allocated, and ensures that Members are kept updated on any substantive material variances (ie those in excess of 15% of the requisite budget), leading to balanced budgets at the financial year end.

Attached, as Appendix 1 to this report, Members will find an income and expenditure report to 31 March 2024.

Additionally, the Council should regularly review the need for existing earmarked reserves and whether these should be adjusted. This is also addressed in the report.

2. Income & Expenditure – 2023-24

Most of the Council's income is derived from the precept - which is payable in two installments in April and September. A small amount of additional income is received in the form of:

- grants from Re:Store, Devon County Council and SW Water
- Marshlands room hire fees
- dividends payable on the Council's investment in the Public Sector Deposit Fund
- interest on the Lloyds Deposit Account
- planter sponsorship
- donations/pitch fees at events
- beach school fees
- miscellaneous TIC income

As at 31 March 2024, income as against budget stood at **103.6%** and expenditure at **94.2%**.

3. Earmarked Reserves

A summary of monies held in earmarked reserves held at 31 March 2024 is attached as Appendix 2. As Members are aware, officers are currently looking at

Conclusion

In light of the slightly increased income and underspends on some budget lines, the overall underspend, as at the end of the financial year, stands at just over £40,000. This will sit in general reserves, if not allocated to specific earmarked reserves.

The general reserves will be reduced by £10,700 - that has not been budgeted for in respect of the increased insurance premium. It is further proposed that the following amounts are placed in earmarked reserves:

- EMR322 – Playparks replacement & maintenance – increase by £23,000 to £74,000.
- New EMR – Coast meets Country - £5,000, should Cllr Haggerty's report at 24 COU 13 be agreed.

The earmarked reserves are kept under review throughout the year and will be adjusted as Members consider appropriate.

Recommendations

It is **RECOMMENDED** that Members:



Marshlands Centre, Harbour Road,
Seaton, Devon EX12 2LT
01297 21388
admin@seaton.gov.uk
www.seaton.gov.uk
Town Mayor: Cllr Amrik Singh
Town Clerk: Julia Mutlow

-
- note the outturn position, as against budget, at 31 March 2024
 - make adjustments to earmarked reserves as proposed in the report

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Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>100 Precept</u>							
1076 Precept	407,470	407,470	0			100.0%	
Precept :- Income	<u>407,470</u>	<u>407,470</u>	<u>0</u>			<u>100.0%</u>	<u>0</u>
Net Income	<u>407,470</u>	<u>407,470</u>	<u>0</u>				
<u>110 Staffing</u>							
4000 Salaries	161,271	171,541	10,270		10,270	94.0%	
4005 HMRC - Employer NIC	15,815	16,414	599		599	96.4%	
4010 Pensions	35,318	34,453	(865)		(865)	102.5%	
Staffing :- Indirect Expenditure	<u>212,405</u>	<u>222,408</u>	<u>10,003</u>	<u>0</u>	<u>10,003</u>	<u>95.5%</u>	<u>0</u>
Net Expenditure	<u>(212,405)</u>	<u>(222,408)</u>	<u>(10,003)</u>				
<u>120 Core Costs</u>							
1088 Misc Fee Income	20	500	480			4.0%	
1090 CCLA Dividends Received	11,004	0	(11,004)			0.0%	
1091 Interest	579	0	(579)			0.0%	
1110 EDDC Plan Holding Fees	2,526	2,526	0			100.0%	
1120 Allotments Administration	0	1,000	1,000			0.0%	
1700 Donations	120	0	(120)			0.0%	
1705 Grants Received	6,800	10,250	3,450			66.3%	
Core Costs :- Income	<u>21,049</u>	<u>14,276</u>	<u>(6,773)</u>			<u>147.4%</u>	<u>0</u>
4060 Training & Resources	1,183	1,200	17		17	98.6%	
4065 Travel & Misc. Expenses	183	500	317		317	36.6%	
4066 Zettle fees	0	30	30		30	0.0%	
4075 Payroll Services	451	435	(16)		(16)	103.7%	
4080 Equipment	2,127	2,750	623		623	77.3%	
4110 Telephone/Wifi	873	816	(57)		(57)	107.0%	
4120 Stationery/Postage	992	1,050	58		58	94.5%	
4125 Professional Subscriptions	1,537	1,574	37		37	97.6%	
4130 Website	1,710	1,680	(30)		(30)	101.8%	
4135 Photocopier (inc. lease)	1,336	2,883	1,547		1,547	46.4%	
4170 Audit Fees	1,840	1,830	(10)		(10)	100.5%	
4175 Legal and Professional Fees	5,385	6,400	1,015		1,015	84.1%	
4190 IT Support & Software	6,827	11,000	4,173		4,173	62.1%	
4195 Accounts Software & Support	1,492	2,035	543		543	73.3%	
4425 Vehicle	2,165	2,000	(165)		(165)	108.3%	
4485 Insurance	4,438	5,250	812		812	84.5%	
4950 General Sundries	299	400	101		101	74.6%	
Core Costs :- Indirect Expenditure	<u>32,838</u>	<u>41,833</u>	<u>8,995</u>	<u>0</u>	<u>8,995</u>	<u>78.5%</u>	<u>0</u>
Net Income over Expenditure	<u>(11,789)</u>	<u>(27,557)</u>	<u>(15,768)</u>				

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>130 Grants</u>							
4220 Grants	7,500	8,000	500		500	93.8%	
Grants :- Indirect Expenditure	<u>7,500</u>	<u>8,000</u>	<u>500</u>	<u>0</u>	<u>500</u>	<u>93.8%</u>	<u>0</u>
Net Expenditure	<u>(7,500)</u>	<u>(8,000)</u>	<u>(500)</u>				
<u>140 Local Democracy</u>							
1088 Misc Fee Income	25	0	(25)			0.0%	
Local Democracy :- Income	<u>25</u>	<u>0</u>	<u>(25)</u>				<u>0</u>
4225 Chairman's Allowance	97	250	154		154	38.6%	
4230 Civic Expenses	250	1,000	750		750	25.0%	
4245 Elections	5,074	0	(5,074)		(5,074)	0.0%	3,000
Local Democracy :- Indirect Expenditure	<u>5,420</u>	<u>1,250</u>	<u>(4,170)</u>	<u>0</u>	<u>(4,170)</u>	<u>433.6%</u>	<u>3,000</u>
Net Income over Expenditure	<u>(5,395)</u>	<u>(1,250)</u>	<u>4,145</u>				
6000 plus Transfer from EMR	3,000						
Movement to/(from) Gen Reserve	<u>(2,395)</u>						
<u>165 Play Parks & Open Spaces</u>							
4365 Seaton Down	1,020	1,020	0		0	100.0%	
4370 Cliff Field Gardens	9,487	9,413	(74)		(74)	100.8%	
4375 Elizabeth Road Play Park	1,953	1,953	0		0	100.0%	
4377 Underfleet Play Park	1,323	1,323	0		0	100.0%	
4380 Health & Safety & Inspections	217	210	(7)		(7)	103.1%	
4675 Maintenance - General	2,741	2,000	(741)		(741)	137.1%	
Play Parks & Open Spaces :- Indirect Expenditure	<u>16,741</u>	<u>15,919</u>	<u>(822)</u>	<u>0</u>	<u>(822)</u>	<u>105.2%</u>	<u>0</u>
Net Expenditure	<u>(16,741)</u>	<u>(15,919)</u>	<u>822</u>				
<u>170 Amenities - General</u>							
1088 Misc Fee Income	0	1,000	1,000			0.0%	
1515 Planter Sponsorship	1,007	500	(507)			201.4%	
Amenities - General :- Income	<u>1,007</u>	<u>1,500</u>	<u>493</u>			<u>67.1%</u>	<u>0</u>
4002 EDDC - cleaning contribution	7,500	8,250	750		750	90.9%	
4045 Contractor	1,630	6,000	4,370		4,370	27.2%	
4395 Bus Shelter -Clean & Maint	0	6,500	6,500		6,500	0.0%	
4400 Bin Emptying	2,860	2,860	0		0	100.0%	
4405 Maintenance & replacement (inc	430	3,200	2,770		2,770	13.4%	
4422 Footpaths	945	955	10		10	99.0%	

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Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
4605 Signage & Noticeboards	0	2,000	2,000		2,000	0.0%	
4880 Contractor - Planting and Wate	13,817	13,377	(440)		(440)	103.3%	
Amenities - General :- Indirect Expenditure	27,182	43,142	15,960	0	15,960	63.0%	0
Net Income over Expenditure	(26,175)	(41,642)	(15,467)				
<u>190 Marshlands</u>							
1088 Misc Fee Income	1,680	0	(1,680)			0.0%	
1300 Function room hire income	7,139	8,000	861			89.2%	
Marshlands :- Income	8,819	8,000	(819)			110.2%	0
4500 Business Rates	12,435	12,000	(435)		(435)	103.6%	
4504 Marshlands Refurbishment	10,764	0	(10,764)		(10,764)	0.0%	10,764
4505 Gas	3,249	7,301	4,052		4,052	44.5%	
4510 Electricity	2,233	4,260	2,027		2,027	52.4%	
4515 Water	631	1,000	369		369	63.1%	
4520 Cleaning & Hygiene	4,835	5,150	315		315	93.9%	
4555 Electrical PAT Testing	118	200	82		82	58.9%	
4560 Fire Inspections & Servicing	820	500	(320)		(320)	164.0%	
4610 Kitchen Supplies & General Sun	298	440	142		142	67.8%	
4625 Alarm Contract & Maintenance	653	500	(153)		(153)	130.5%	
4673 Legionella Testing	0	644	644		644	0.0%	
4675 Maintenance - General	16,885	10,000	(6,885)		(6,885)	168.9%	13,640
Marshlands :- Indirect Expenditure	52,920	41,995	(10,925)	0	(10,925)	126.0%	24,404
Net Income over Expenditure	(44,101)	(33,995)	10,106				
6000 plus Transfer from EMR	24,404						
Movement to/(from) Gen Reserve	(19,697)						
<u>195 Town Hall & other leases</u>							
1310 Town Hall & other leases	14,898	5,000	(9,898)			298.0%	
Town Hall & other leases :- Income	14,898	5,000	(9,898)			298.0%	0
4675 Maintenance - General	23,327	8,000	(15,327)		(15,327)	291.6%	18,932
Town Hall & other leases :- Indirect Expenditure	23,327	8,000	(15,327)	0	(15,327)	291.6%	18,932
Net Income over Expenditure	(8,430)	(3,000)	5,430				
6000 plus Transfer from EMR	18,932						
Movement to/(from) Gen Reserve	10,503						

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
200 Town Development & Tourism							
1089 TIC-misc income	203	250	47			81.3%	
Town Development & Tourism :- Income	203	250	47			81.3%	0
4275 General Town Marketing	1,250	3,000	1,750		1,750	41.7%	
4318 Multi-use trail	0	2,000	2,000		2,000	0.0%	
4321 Disability Access Improvements	3,083	5,000	1,917		1,917	61.7%	
4322 Coach Friendly Signage	0	2,000	2,000		2,000	0.0%	
4324 Water Safety Project	906	800	(106)		(106)	113.3%	
Town Development & Tourism :- Indirect Expenditure	5,239	12,800	7,561	0	7,561	40.9%	0
Net Income over Expenditure	(5,035)	(12,550)	(7,515)				
210 Allotments							
1130 Allotment Fees	2,982	3,000	18			99.4%	
1150 Water Bill Recharge	510	400	(110)			127.5%	
Allotments :- Income	3,492	3,400	(92)			102.7%	0
4196 Allotments Software & Admin	146	1,440	1,294		1,294	10.1%	
4515 Water	1,095	500	(595)		(595)	219.0%	
4675 Maintenance - General	1,050	1,000	(50)		(50)	105.0%	
4730 Annual Grounds Contract	1,194	1,194	0		0	100.0%	
Allotments :- Indirect Expenditure	3,485	4,134	649	0	649	84.3%	0
Net Income over Expenditure	6	(734)	(740)				
227 Events							
1093 Deposit refund	144	0	(144)			0.0%	
1200 Pitch fees/sales %	318	0	(318)			0.0%	
1365 Outdoor Cinema Advertising	550	0	(550)			0.0%	
1612 Ticket sales	1,410	2,000	590			70.5%	
1700 Donations	665	0	(665)			0.0%	
Events :- Income	3,086	2,000	(1,086)			154.3%	0
4265 Events Budget - General	317	3,000	2,683		2,683	10.6%	
4266 Seaton Summer Celebration	7,037	10,000	2,963		2,963	70.4%	
4268 King's Coronation	2,017	3,017	1,000		1,000	66.9%	
4269 Children's Festival	4,923	6,100	1,177		1,177	80.7%	
4840 Christmas Lights	6,988	8,583	1,595		1,595	81.4%	
4842 Outdoor Cinema	2,312	0	(2,312)		(2,312)	0.0%	
Events :- Indirect Expenditure	23,595	30,700	7,105	0	7,105	76.9%	0
Net Income over Expenditure	(20,508)	(28,700)	(8,192)				

Detailed Income & Expenditure by Budget Heading 31/03/2024

Month No: 12

Cost Centre Report

	Actual Year To Date	Current Annual Bud	Variance Annual Total	Committed Expenditure	Funds Available	% Spent	Transfer to/from EMR
<u>280 Community</u>							
1372 Beach School Fees Received	571	1,260	689			45.3%	
Community :- Income	<u>571</u>	<u>1,260</u>	<u>689</u>			<u>45.3%</u>	<u>0</u>
4835 Banners, Flags & Bunting	583	1,500	917		917	38.9%	
4878 Youth Projects	0	5,000	5,000		5,000	0.0%	
4882 Beach School	6,258	6,475	217		217	96.6%	
Community :- Indirect Expenditure	<u>6,841</u>	<u>12,975</u>	<u>6,134</u>	<u>0</u>	<u>6,134</u>	<u>52.7%</u>	<u>0</u>
Net Income over Expenditure	<u>(6,270)</u>	<u>(11,715)</u>	<u>(5,445)</u>				
Grand Totals:- Income	460,620	443,156	(17,464)			103.9%	
Expenditure	417,494	443,156	25,662	0	25,662	94.2%	
Net Income over Expenditure	<u>43,126</u>	<u>0</u>	<u>(43,126)</u>				
plus Transfer from EMR	46,336						
Movement to/(from) Gen Reserve	<u>89,462</u>						

Earmarked Reserves

<u>Account</u>	<u>Opening Balance</u>	<u>Net Transfers</u>	<u>Closing Balance</u>
321 EMR Fisherman's Gap Imprvmts	10,000.00	22,151.79	32,151.79
322 EMR Play Parks Maintenance Fun	50,000.00	1,000.00	51,000.00
324 EMR Snow & Flood Warden	1,500.00		1,500.00
325 EMR Election Expenses	3,000.00	7,000.00	10,000.00
327 EMR Town Hall Heating	38,584.00	-38,584.00	0.00
328 EMR General Asset Maintenance	78,450.00	-24,404.16	54,045.84
329 EMR Youth Projects	9,276.00		9,276.00
331 EMR CIL Funding	7,026.85		7,026.85
333 EMR Allotments	1,008.00		1,008.00
334 EMR Bus/Seafront Shelters	6,000.00	-6,000.00	0.00
336 EMR Staffing Contingency	4,491.31		4,491.31
	<u>209,336.16</u>	<u>-38,836.37</u>	<u>170,499.79</u>

SEATON TOWN COUNCIL (‘the Council’)	
Date of report	8 April 2024
Item of business	24 COU 10
Details	Update on insurance renewal 2024/25 and beyond
Purpose of Report	To provide an update on the Council’s insurance renewal arrangements for 2024/25 and beyond and on the Council’s vehicle insurance for 2024/25
Recommendations	<p>It is RECOMMENDED that Members:</p> <ul style="list-style-type: none"> • note the increase in premium for 2024/25 owing to the reasons detailed in this report • delegate authority to the Town Clerk to renew the Council’s insurance cover for 2024/25 and beyond on a 3-year basis with the underwriter procured by Gallagher at a renewal premium of £16,693.75, with the shortfall over the agreed budget being met from general reserves • note the endorsements on the insurance policy detailed in this report • note the renewal of the Council’s vehicle insurance cover for 2024/25 with Zurich Insurance Company Ltd for £710.26

1. Background

In April 2021, Members approved a 3-year policy quotation provided by Came and Company and subsequently entered into a long-term agreement with this insurance provider. Came and Company now operate under the name ‘Gallagher’ (a subsidiary of Arthur J Gallagher Insurance Brokers Ltd) and this long-term agreement will expire on 20th April 2024.

On 4th March 2024, Members resolved to delegate authority to the Town Clerk to renew the Council’s insurance cover for 2024/25 and beyond on a 3-year basis with the

underwriter procured by Gallagher that represents the best value. Members also resolved to delegate authority to the Town Clerk to renew the vehicle insurance cover for 2024/25 with the provider that represents best value, once further quotations were made available.

2. Insurance Premium 2024/25

Detailed information regarding the Council's assets was supplied to Gallagher insurance, together with the rebuild valuations for the Town Hall and Marshlands. The 2 buildings have been assessed as follows:

- Town Hall - £5,000,000 (previous rebuild valuation was £579,989)
- Marshlands - £2,750,000 (previous rebuild valuation was £507,491)

The figures quoted are the assessment of the cost of reconstructing the buildings at the date of the assessment and have taken into consideration demolition, debris removal and professional fees likely to be incurred in its reconstruction. The figures are calculated on the basis of average building costs and may not, in all circumstances, reflect the lowest tender price available which may, in some cases, be lower than the figure stated. However, the assessment is considered to represent appropriate sums for which the buildings should be insured. In estimating the cost of the reinstatement, it has been assumed that the buildings and their use would be similar to the existing, and that the buildings would be to the original design, but in modern materials and using modern techniques to a standard equal to the existing buildings and to current legislation and statutory requirements.

Gallagher have carried out a tender exercise with several insurers and have recommended Hiscox Insurance Company Ltd who know and understand the council sector well. The renewal premium quotation, following adjustment to the building reinstatement valuations and including IPT and all fees for the year 2024/25 will be £16,693.75.

Whilst this represents a considerable increase on the previous insurance renewal premium of £4,438.27, Members are asked to note the following:

- The insurance market in general has undergone considerable change over the last 24 months and this has not left the local council sector unaffected. These changes have resulted in the hardening of rates and terms across the board, reflected in increased premiums.
- The insurance sector for local councils has seen a recent increased rating model being introduced by insurers in order to make quoting for councils more

sustainable for years to come. This has led to several insurers withdrawing from quoting for council business, one of which is the Council's current insurance provider.

- The increase in premium is largely due to the high level of underinsurance of both buildings which now needs to be corrected.

3. Endorsements

There are a number of endorsements on the recommended policy, the most pertinent of which are:

3.1 Cyber exclusion

No payment will be made in respect of damage to, or any loss, cost or expense arising in respect of any item of computer or digital technology which is directly caused by a cyber attack or fear or threat of a cyber attack, a hacker or fear or threat of a hacker or its digital connectivity to any other item of computer or digital technology which has been directly affected by a cyber attack or a hacker.

A separate update report regarding cyber security insurance will be brought to Members at the next meeting.

3.1 Flood – Marshlands Centre

No payment will be made for damage directly or indirectly caused by flood at Marshlands Centre.

A separate policy cover for flood for this building is available to purchase from a company called FloodFlash. The premium, including IPT and all fees for the year 2024/25 is £577.73.

This premium is based on a total maximum payment of £60,000 with an initial payment trigger of £10,000 if a flood occurs and the sensor attached to the building measures water reaching a depth of 0.3m and if the depth of water then reaches 0.6m a further payment of £50,000 is made. Lower or higher limits are available on request as this is only an indication of one possible settlement basis.

The policy is very different to a traditional insurance policy in the following ways:

- All claims are paid in full with no excess.
- Payments are usually made within 7 days and often sooner (straight into your bank account).

- Monies can be used for whatever is required whether that is clean-up costs, stock or something unrelated.

Whilst there has been no incidence of flooding at Marshlands, given the severe flooding and storm damaged inflicted on the seafront area in recent years, Members are advised to note that this may be an area for consideration in future years.

4. Long term agreement

In order to ensure rate stability, Members are advised to consider a 3 year binding Long Term Agreement (LTA) with Hiscox Insurance Company Limited, at an LTA premium of £16,693.75. This means that the Council will commit to keep their policy with Hiscox Insurance Company Limited for the period of the LTA, which will expire 3 years from the original inception date. In return Hiscox Insurance Company Limited agrees not to increase the annual insurance premium, except for the following reasons:

- When there are changes to the material facts concerning the policy.
- Where the sums insured for assets covered against loss or damage are increased or decreased.
- Due to annual inflationary increase (index linking) applied to the sums insured for the assets covered against loss or damage.
- The imposition by Government of a higher rate of Insurance Premium Tax (IPT).

5. Motor Insurance Renewal 2024/25

At the meeting held on 4th March, Members resolved to note the renewal premium received from Zurich Insurance Company Ltd for motor insurance cover for 2024/25 and resolved to delegate authority to the Town Clerk to renew the motor insurance cover for 2024/25 with the provider that represents best value, once further quotations were made available.

Quotations were obtained from Gallagher and Clear Council at £943.08 and £1002.59 respectively. The Council's motor insurance cover has now been renewed with Zurich Insurance Company for the premium of £710.26.

6. Budget

When the Council set the budget in December 2023, it was not aware of the significant undervalue of the Town Hall and Marshlands and associated likely increase in premium. As such the budget for insurance for 2024-25 was set at £6,050, leaving a shortfall of £10,643.75. It is proposed that this is met from general reserves as there will be an underspend at the end of the current financial year.

RECOMMENDATIONS

It is **RECOMMENDED** that Members:

- note the increase in premium for 2024/25 owing to the reasons detailed earlier in this report
- delegate authority to the Town Clerk to renew the Council's insurance cover for 2024/25 and beyond on a 3-year basis with the underwriter procured by Gallagher at a renewal premium of £16,693.75, with the shortfall over the agreed budget being met from general reserves
- note the endorsements on the insurance policy detailed earlier in this report
- note the renewal of the Council's motor insurance cover for 2024/25 with Zurich Insurance Company Ltd for £710.26

Coast & Country Project Legacy Planning – Memorandum for Partners

Coast & Country – Legacy Beyond 15th December 2023

On 28th September 2023, partners in the Coast & Country project met to discuss the opportunities for continuing with the partnership and shared approach to tourism promotion, innovation, resilience, and sustainability after the end of the funded phase of the project on 15th December 2023, working together to help our local economy to adapt, survive and thrive.

Funding from the EDDC Innovation and Resilience Fund has enabled us to build a suite of brand assets for each partner town together with bespoke town “Visit” webpages, video content and social media channels. This has provided the rapid uplift to partner towns to form the foundation for ongoing promotional efforts for each town individually and collectively going forward.

The financial model for the digital marketing element of the project envisages that town webpages, through membership subscriptions of local businesses, will be self-financing by the end of Year 2 after going live (i.e., by 31 March 2025). In each of the partner towns, we are in the process of building up memberships and will continue this process after December 2023.

At the meeting of the partners on 28th September, it was agreed that we would propose a transitional model for the digital marketing element of the project, to bridge the gap between the end of the funded project and the time when the model becomes self-funding. This approach acknowledges the challenging market conditions in which the East Devon economy is operating, including continuous shocks to market COVID recovery, cost of living and energy crises, rapid and still evolving changes in visitor trends and limits to capacity from partner towns. We are also seeking to build upon learning over the course of the project, in particular around building the appeal/offer of businesses and the project to local residents as well as visitors, ensuring year-round sustainable thriving High Streets and events for businesses of all sizes.

Three financial models are detailed below. We want the model going forward to be as flexible and responsive as possible to the needs, progress, and respective budgets of individual towns, so partners can pick the model which best suits them. It will enable partner towns to continue to access expert support from Ignyte, plus the possibility of input from the Travel Foundation and Voyage Travel Marketing.

Depending on the package that is preferred, there will be a different package of marketing services provided by Ignyte. Whichever package is chosen, a level of ongoing input will be required from the partner towns.

During the one-year transition period, the partner town webpages will continue to sit under the Visit Sidmouth and Visit Devon umbrellas. During this year, Sidmouth Town Council will pay the web hosting fees and the licence fees for Audio Eye accessibility software, Trail’s map-making software and Crowdriff photo content sharing for Visit Sidmouth. The partner sites, as page sections of Visit Sidmouth will continue to have access to all this functionality at no additional cost to them during the one-year transition period.

As detailed in the document sent to partners on 20th July 2022, STC will continue to retain the IP rights to the project content but grant a licence to partner towns to use content that is specific to them for tourism/economic promotion purposes. Rights to the video content are held by Simon Vacher Ltd, with a permanent licence to partner towns (and to STC) to use the film of their town in its unabridged form.

Financing Options

Partner town upfront investment (per town, 2024/5)	Membership revenue split between Ignyte and partner town	Services provided by Ignyte to partner town	Notes
£5,000	45% to Ignyte 55% to Partner Town	Content written regularly and SEO optimisation on all pages monthly. A blog will be written weekly and added to the website and social media channels. Facebook, Instagram, and TikTok will be posted on every other day and all mentions and comments will be responded to. Consumer database to be built and monthly newsletters sent to promote the town. Member newsletters sent to businesses monthly.	Revenue split replicates split between Ignyte and STC on main contract. Partner towns could gain greater income from memberships than the value of their initial investment. 55% revenue can be reinvested in additional marketing activities – e.g. seasonal campaigns, town map, digital guide etc.
£3,000	75% to Ignyte 25% to Partner Town	Maintain the content and optimise the pages and add any new content sent to us by the Town Council and partners. A blog will be written monthly and added to the website. Social media to be maintained and posted on weekly. Consumer database to be built and monthly newsletters sent to promote the town. Member newsletters sent to businesses monthly.	Reduced revenue split reflects Ignyte's staff costs of running account; partner town receives some return of membership revenue which can be reinvested in additional marketing activities
NIL	100% to Ignyte	Maintain the content and optimise the pages and add any new content sent to us by the Town Council and partners. A blog will be written monthly and added to the website. Social media to be maintained and posted on weekly on certain channels.	Ignyte takes full business risk of membership take up and full revenue from those memberships returns to Ignyte

Partner Town Input

As a next step, partner towns are asked to consider which model of participation for the transition year they would like to pursue and inform Sidmouth TC as lead partner.

For the digital marketing initiative to be successful, continued partner town input into the process is important. Firstly, Partner Town's role in sharing local knowledge of attractions, businesses and events is very important in ensuring that website content is as up to date, relevant and appealing to visitors and local people and so generates maximum benefit for the partner towns and local businesses.

Secondly, Partner Towns are asked actively to promote the "Visit" town webpages in their local communities, to increase brand awareness and recognition and to support Ignyte's efforts to secure local business memberships, which will ensure the longevity of the project going forward.

As a minimum, the following input will be needed to ensure the success of the project:

- At least one designated Town Councillor contact for the project, who will liaise with Ignyte and sit on the C&C steering committee going forward;
- At least one designated officer or employee contact for the project, who will be responsible for liaising with Ignyte on generation of content for social media, the webpages, member e-newsletters and calendar of events;
- At a minimum, fortnightly email contact from the partner town to Ignyte to provide content updates, including forthcoming events, business opening/closures, notable stories from the town and any other local knowledge that may facilitate content generation. Partner towns may find it beneficial to involve more than one person/organisation in feeding content ideas to Ignyte;
- Partner towns to feed back on the accuracy of content to Ignyte as required
- Partner towns to use the "Visit" branding and logos in all relevant communications and on their town webpages;
- Partner towns to promote the "Visit" branding and sites where possible through their own social media;
- Partner towns to work with Ignyte on other possible avenues for promoting the Visit pages/brand, including, for example, town maps, signage etc.
- Partner towns will assist Ignyte in promoting the "Visit" webpages within their communities, including to businesses. Partner towns, where possible, will promote the online shopping facility to local businesses and residents.

Partner towns may also wish to involve other members of their business community, civic groups etc. in marketing efforts going forward. Sidmouth Town Council uses a tourism advisory group made up of industry professionals and Town Councillors to input into ongoing marketing and promotional campaigns.

Future Joint Working in other areas

At the meeting of the Steering Committee on 28th September, it was agreed that there were opportunities to continue working together after the close of the funded period of the project. It is proposed that we should retain a steering group, meeting quarterly, to discuss and capitalise upon these opportunities. The Steering Committee will also review progress towards financial sustainability via increased membership levels and income generation, so that all towns have a viable model for participation after March 2025.

Possible areas for future collaboration include:

- Joint marketing initiatives, e.g. seasonal campaigns, buy local, etc., depending on revenue from memberships being reinvested into the Visit webpages
- Production of further linked itineraries, above and beyond those already created for the project.
- Increased collaboration between towns in the Changemaker Champions initiative and access for all local businesses to the bank of sustainable tourism resources produced as part of the project.
- Roll out of the sustainable tourism road map

When partners have agreed the model they want to pursue for their town, we will put an agreement in place to encompass these terms and ensure that we are able to build towards a Coast & Country legacy which has longevity and will preserve the time and investment of the IRF project.

Coast & Country Project Team 25/10/23

SEATON TOWN COUNCIL (‘the Council’)	
Date of report	8 April 2024
Item of business	24 COU 16
Details	Report on Tourist Information Centre (‘TIC’)
Purpose of Report	To provide an update on tourist information enquiries
Power/Authority	Local Government Act 1972, s144 – power to encourage visitors
Recommendations	It is RECOMMENDED that Members note the update.

1. Background

The new tourist information centre opened on the seafront-side of the Marshlands Centre on 11 April 2022. In order to inform future decision making, the Town Clerk considered that it may be helpful to Members to provide regular updates as to the level of enquiries being received.

2. Summary of enquiries

The table below provides a summary of the enquiries received since the Council took the service back in-house in 2021:

Month	Visits		Telephone		Total STC/TIC Enquiries
	STC/TIC	STC/TIC	STC/TIC	STC/TIC	
2021/22 (May-Oct) (Harbour Road)	187		117		304
	STC	TIC	STC	TIC	
2022/23	825	2007	687	100	3619
	2023/24				
	STC	TIC	STC	TIC	
April	72	187	47	8	314
May	122	193	65	4	384
June	106	310	76	14	506

	STC	TIC	STC	TIC	Weekdays	Weekends	Total
July	73	522	58	13	424	244	666
August	100	557	60	8	410	315	725
September	52	309	60	96	354	163	517
October	69	103	49	13	220	14	234
November	73	26	46	2	147	-	147
December	24	2	39	-	65	-	65
January	68	9	43	1	121	-	121
February	49	18	41	5	113	-	113
March	41	27	50	19	137	-	137
2023/24 TOTAL							3,927

3. Opening hours

Weekday opening hours between October and Easter, are 9am to 1pm from Monday to Thursday and from Easter to September they are 9am to 1pm Monday to Friday.

4. RECOMMENDATIONS

It is **RECOMMENDED** that Members:

- note the update

ELIZABETH ROAD PLAY AREA

OPERATIONAL INSPECTION SHEET

INSPECTED BY: Phil Tuckley

DATE: 25th March 2024

Time Finished: 11.40am

EQUIPMENT	HAZARD	RECOMMENDED ACTION
CAROUSEL DISH	Gets hot in strong sunshine. Rubber crumb is lifting in places	Check written warning in hot weather. Monitor
ROUNABOUT	Gap re: Rospa report, too large, also rubber crumb shrinkage and wear	Monitor all issues.
FOOTBALL GOAL	Worn playing surface, muddy and waterlogged. Replaced broken cable ties on football nets.	Monitor
GAMES AREA	Worn backboard, loose bolts, rusty support bar at base of board	Monitor.
MULTIPLAY	Hole in matting. Chainlink notching	Monitor all issues.
TODDLER MULTI	No Hazard	Monitor
PICNIC TABLES	No Hazard	Monitor
BENCHES	Some decay and cracks	Monitor
GATES X 3	No Hazard	Monitor

EQUIPMENT	HAZARD	RECOMMENDED ACTION
ROCKING HORSE	Gap underneath too large Re: Rospa report	Monitor
SPINNING UNIT (TITAN)	Chain link / D Shackle / T Bar notching. Rubber crumb shrinkage and wear	Monitor all issues.
TODDLER 1 BAY-2 SEAT	Rubber crumb wear and shrinkage	Monitor
JUNIOR 1 BAY 2 SEAT	'D' shackle and chain link notching. Rubber crumb shrinkage and wear.	Monitor all issues.
SWING NET	'D' shackle and chain link notching. Rubber crumb shrinkage and wear.	Monitor all issues.
SLIDE	Hole in rubber matting	Monitor
FENCE	No Hazard	Monitor
WOODEN GUARDS	REMOVED	
PATH	No Hazard	Monitor
TREES	See tree survey	Monitor

UNDERFLEET

OPERATIONAL INSPECTION SHEET

INSPECTED BY: Phil Tuckley

DATE: 25th March 2024

Time Finished 10.40am

EQUIPMENT	HAZARD	RECOMMENDED ACTION
CYCLE STAND	No Hazard	Monitor
GOAL NET X2 POSTS	Worn playing surface, rabbit holes/scratchings. Tatty football nets. Waterlogged and muddy playing surface.	Monitor all issues.
CYCLOPS (SPIN NET)	Bottom coupling links are notching	Top coupling links replaced on 20th February. Continue to monitor
TITAN (ROTARY)	Uneven ground & holes in matting, lots of puddles	Monitor
SPIDERS WEB	No Hazard	Monitor
CLIMBING WALL	No Hazard	Monitor
DINO (ZIP WIRE)	Uneven muddy ground and matting in large puddles, wear on platform, chain notching, tyre stop is cracking up.	Platform replaced with new on 20th February. Continue to monitor all issues.
NEXUS VIPER (ROPE SWING)	Uneven and muddy ground and matting, tape added to rope end	Monitor
WILLY JEEP	General rust & flaking/peeling paint	Monitor

EQUIPMENT	HAZARD	RECOMMENDED ACTION
GAPING GHYLL	Cracked wood	Monitor
LOPING BALANCE WEAVE	Some cracking in wooden posts	Monitor
WALK/STRETCH POSTS	Some cracking in wooden posts. Worn and missing Astro Turf	Monitor
NET TUNNEL	Some cracking in wooden posts	Monitor
6M NET PYRAMID	Wear to 3rd rope from the top	Monitor wear to added tape on rope. Checked today, added more tape today
CIRCUS TRAMPOLINE	No Hazard but very muddy and waterlogged ground	Monitor
LANDSCAPE TUNNEL	Astro Turf is worn and puddles/hole where it meet with the path	Monitor
UNIMINI KERRA (TODDLER UNIT)	No Hazard	Monitor
LILLIE BASKET (SWING BASKET)	No Hazard	Monitor
ROTY INCLUSIVE ROUNDABOUT	No Hazard	Monitor

EQUIPMENT	HAZARD	RECOMMENDED ACTION
BENCH ON MOUND	No Hazard	Monitor
2.4 SLEEPER BENCH X 3	No Hazard	Monitor
DINSOSAUR RIBCAGE WALKWAY ARCH	No Hazard	Monitor
GATES X 2	No Hazard	Monitor
FENCE	No Hazard	Monitor
BOULDER SEATS	No Hazard	Monitor
PATH	Generally worn in places especially at base of landscape tunnel. Puddled.	Monitor. Price up for self amalgamating gravel binding
TREES	See tree survey	Monitor