

ASTON, COTE, SHIFFORD & CHIMNEY PARISH COUNCIL

CLERK'S BRIEFING NOTES

PARISH COUNCIL MEETING ON 11 June 2024

<i>Page</i>	<i>Contents</i>
2	Correspondence (Agenda Item 9)
3-8	Recreation Ground Grass Cutting (Agenda Item 10b)
9-11	Governance – Website Accessibility (Agenda Item 11)
12-13	Governance – Privacy Policy (Agenda Item 11)
14-16	Governance – Website Terms of Use (Agenda Item 11)
17-18	Finance Report

Aston, Cote, Shifford and Chimney Parish Council

Agenda Item 9

Correspondence

All correspondence by email

Aston, Cote, Shifford and Chimney Parish Council

Agenda Item 10b – Recreation Ground Grass Cutting

Specification and Requirements for Grounds Maintenance in the parish of Aston, Cote, Shifford and Chimney.

1.0 General

1.1 Scope

The parish of Aston, Cote, Shifford and Chimney lies some 20 miles West of Oxford on the B4449. The specification relates to the 4 areas of grounds maintenance in the parish.

- a) grass-cutting of various areas of land specified in the schedules under Schedule 1 in Appendix A.
- b) grass-cutting of the playing field adjacent to the village hall. The village hall is situated on the outskirts of the village on the B4449 Aston to Standlake road under Schedule 2 in Appendix B.
- c) the maintenance of the war memorial garden in The Square, Aston, under Schedule under Appendix C.
- d) weed spraying to be carried out on the roads and footpaths through the village of Aston and at the crossroads in Cote on the B4449 (post code OX18) Schedule 4 under Appendix D.

1.2 Definitions

The terms used in these regulations shall have the following meanings:

“Parish Council” means the Aston, Cote, Shifford and Chimney Parish Council.

“The Contractor” means the person, firm or Company carrying out the Works to the order or instruction of the Parish Council.

“The Site” is any part or whole of the areas identified and designated in the location schedule.

1.3 Responsibilities

The Contractor is responsible for the overall safety of his work force in all matters relating to safety. The Contractor shall ensure that they are complied with by his employees, sub-contractors and others under his control.

2.0 Statutory Requirements

The Contractor shall comply in all respects with all Statutory Acts of Parliament and local regulations.

3.0 Operating Working Areas

During the work all operating areas shall be kept free of obstruction and if necessary to ensure the safety of the public shall be securely fenced.

Aston, Cote, Shifford and Chimney Parish Council

4.0 Engine Driven Equipment

All engine driven equipment shall be equipped with an efficient silencer system on the exhaust to limit noise to the acceptable decibel limit.

5.0 Tools, Equipment and PPE

The Contractor shall be responsible for providing all tools, equipment and PPE (see below) necessary to carry out the Works efficiently and shall possess all safety certificates necessary for those items of equipment requiring them.

PPE to meet the task specific requirements shown below:

- Ear defenders BS EN 352-1 SNR Value 28 (minimum) - task specific
- Eye protection. BS EN 166 1.B (medium energy impact)
- Hi Visibility Vests BS EN 471
- Safety Footwear BS EN 20345:2004 EN345
- Gloves BS EN 420 EN 388
- Hard hat BS EN 397

6.0 Health and Safety

The Contractor shall be responsible for providing all tools and equipment necessary to carry out the Works efficiently and shall possess all safety certificates necessary for those items of equipment requiring them.

7.0 First Aid

The Contractor shall comply with any statutory requirements that require the provision of first aid boxes if his work force numbers require such to be provided.

8.0 Advertising

The Contractor shall not display any advertising notices during the programme of Works unless permission is obtained from the Parish Council.

9.0 Clearance of Site

The Contractor shall ensure that any equipment which is not in use is kept clear of the work area as the Works proceed. The Contractor shall clear away and remove from site all surplus material and rubbish as the work proceeds and on completion of the Works.

10.0 Working Hours

The Contractor shall carry out the work during his normal working day. Working within non-daylight hours will not be undertaken.

11.0 Workmanship and Equipment

11.1 The workmanship must be of the highest standard and shall conform to all relevant British Standards, Specifications and Codes of Practice.

11.2 Prior to cutting any area, the Contractor will ensure that it is free of significantly large stones, paper, tins, bottles and other debris.

Aston, Cote, Shifford and Chimney Parish Council

- 11.3** The Contractor will at all times during the period of the Contract ensure that all machines engaged in grass cutting operations are sharp and properly set, so as to produce a true and even cut. Any damage or areas of grass not cut to the approval of the Council from such lack of maintenance will be made good by the Contractor at his own expense and to the satisfaction of the Council.
- 11.4** All grass will be cut cleanly and evenly and without damaging the existing surface.
- 11.5** Mowing around obstructions including seats, trees, fence lines, posts, and in the proximity of margins, will be undertaken using methods, tools and machines as appropriate.
- 11.6** Areas not cut to the satisfaction of the Council will be re-cut by the Contractor at the Contractor's own expense.
- 11.7** Should the Contractor cause damage to the surface or levels of the ground, or create divots during grass cutting operations, the Contractor will at his own expense reinstate such damage forthwith to the satisfaction of the Council.
- 11.8** All persons operating grass cutting machinery must be satisfactorily trained, and the Council reserves the right to ask the Contractor to provide adequate proof that his operators are well trained, conversant with Health and Safety legislation and competent in their operating methods.
- 12.0** **Labour Relations – Payments**
The Contractor shall include in his tender any extra payments he may consider necessary such as: condition money, incentive and bonus payments. No claim for such extra payments will be considered after the contract has been awarded.
- 13.0** **Sub-Contracting**
The Contractor shall not sub-let any part of the contract without the prior approval of the Parish Council and any such consent shall not relieve the Contractor of his obligations under the Contract.
- 14.0** **Liability of Contractor**
The Contractor shall be liable for any loss damage or injury caused by the Contractor or any sub-contractor, employee servant or agent of the Contractor to third parties or property of such third parties. The Contractor shall also be responsible for any loss, damage or injury to his own plant, equipment and employees howsoever caused. The Contractor agrees to indemnify the Parish Council in respect of any such loss, damage or injury in respect of any claims, proceedings, damages, loss or cost arising therefrom or in relation thereto to the extent detailed in the clause.
- 15.0** **Insurance**
Without prejudice to the liabilities of the Contractor under this contract during the period of the contract, the Contractor will maintain full public liability insurance cover for his

Aston, Cote, Shifford and Chimney Parish Council

liabilities under clause 14.0 above. A current certificate of insurance must be produced to the Parish Clerk prior to commencement of the Contract.

16.0 Default or Bankruptcy of Contractor

If either:

- a) the Contractor contravenes or makes default in the performance of any of the provisions hereof and the contraventions or default continues for 7 days after the Parish Council has given notice in writing to the Contractor specifying the contravention or default, or
- b) the Contractor becomes bankrupt or insolvent or has a receiving order made against him or presents his petition in bankruptcy, or makes an arrangement or assignment in favour of his creditors, or agrees to carry out the Works forming the subject of this Contract under a committee of inspection, or has a Receiver appointed or is the subject of a petition to wind it up or goes in to liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or has execution levied on his goods (the same not being paid out in 7 days)

the Parish Council may (without prejudice to any other remedy available to it) by notice in writing to the Contractor forthwith determine the Contract, and may retain all monies then due or thereafter falling due under the Contract and apply them towards making good any loss or damage arising from the contravention or default in the performance of this Contract.

17.0 Variations

No variations shall be made nor work involving an extra charge be put in hand without either an instruction in writing from the Parish Council or a verbal instruction from the Parish Council which the contractor confirms in writing to the Parish Council within 7 days and any Works not so authorised shall not be payable.

18.0 Invoicing and Payments

Invoices shall be submitted to the Parish Council monthly in arrears, **by the last working Thursday of the month**. Invoices presented for payment must include a schedule of the works completed, including the dates of the work.

Payments shall be made to the Contractor the month following presentation when they will be approved by the Parish Council at its monthly meeting.

19.0 Termination of Contract

Either party may, without reason, terminate the Contract in writing, giving three months' notice.

20.0 Tender

20.1 The activities covered by this specification have been set out under 4 separate schedules to allow for contractors to tender either for the whole or for different aspects of the required work. If tendering for the whole specification it is required that the different aspects are clearly defined in the tender document and only one questionnaire will be required to be completed. All tenders will require the completion of the questionnaire at Appendix E.

Aston, Cote, Shifford and Chimney Parish Council

20.2 Return of Tenders

Completed tenders must be returned no later than **5.00pm on Friday 25 August 2023** to:

Mrs E Anstee
Clerk to the Council
Aston, Cote, Shifford and Chimney Parish Council
16 Foxwood
Aston
BAMPTON
OX18 2DZ

Email: clerk@astonoxon-pc.gov.uk

The tender should be returned in an envelope or by email clearly marked “**Tender for**” and the part or whole of the tender being bid for on the outside. Any bids received after that date will not be considered. Any queries in relation to the bids should be addressed to Mrs E Anstee who can be contacted by telephone on 07368466413 or by email on clerk@astonoxon-pc.gov.uk.

The “Questionnaire” attached to this tender document at Appendix E must be completed and returned with the tender.

20.2 Acceptance of Tender

The Parish Council does not undertake to accept the lowest or any tender. The Council's decision is final, and no correspondence will be entered into on the reasons why a tender has been rejected. The successful tender, this document and the Council's written acceptance shall form a binding agreement.

Appendix B – Schedule 2

1. Price

For Schedules the Contractor shall submit a price per cut for each of the three years of the contract except for VAT where applicable, for the whole of the Works as detailed in the “Scope of Works” paragraph. Tenders are to be priced on an annual basis. There will be no opportunity to alter the rates tendered during the term.

Aston, Cote, Shifford and Chimney Parish Council

2. Timing

The price shall be for the Works to be carried out during the **3-year period 2024 and 2026 and shall cater for cuts every 5 to 7 days for the season from March 2024 and terminating in November 2026**. The timing of each cut is flexible depending on the climatic conditions prevailing. The first few cuts to be at 30mm and subsequent cuts at a minimum of 25mm depending on grass growth rate and climatic conditions. The maximum number of cuts per month to be 5. Contractor is to use their discretion as to whether a cut is required and discuss with the Parish Clerk during the operation of the Contract.

3. Scope of Work

The scope of work is the cutting of the football pitch and the whole of the playing field grassed areas (excluding the fenced children's playground) comprising an area of approximately 26000m².

The field shall be cut in accordance with the timescale as detailed in 2 above and the cut shall be as close to the tree and shrub line bounding the field as possible. Grass cutting shall be carried out as close as possible to fixed obstructions.

This specification does not include the collection and disposal of grass cuttings thereby generated.

Aston, Cote, Shifford and Chimney Parish Council

Agenda Item 11 - Governance

Accessibility statement for Aston, Cote, Shifford and Chimney Parish Council.

This accessibility statement covers <https://www.astonoxon-pc.gov.uk/>.

This website is run by Aston, Cote, Shifford and Chimney Parish Council. We want as many people as possible to be able to use this website. For example, that means you should be able to:

- zoom in up to 300% without the text spilling off the screen
- navigate most of the website using just a keyboard
- navigate most of the website using speech recognition software
- listen to most of the website using a screen reader (including the most recent versions of JAWS, NVDA and Voice Over)

We've also made the website text as simple as possible to understand.

Ability Net (<https://mcmw.abilitynet.org.uk/>) has advice on making your device easier to use if you have a disability.

How accessible is this website?

We know some parts of this website aren't fully accessible:

- the text will not reflow in a single column when you change the size of the browser window
- you cannot modify the line height or spacing of text
- most older PDF documents are not fully accessible to screen reader software
- live video streams do not have captions
- some of our online forms are difficult to navigate using just a keyboard
- you cannot skip to the main content when using a screen reader

What to do if you can't access parts of this website

If you need information on this website in a different format like accessible PDF, large print, easy read, audio recording for example, please use the details below to request:

- Email: clerk@astonoxon-pc.gov.uk
- Call: 07368466413

We'll consider your request and get back to you in 15 working days.

Reporting accessibility problems with this website

We're always looking to improve the accessibility of this website. If you find any problems that aren't listed on this page or think we're not meeting accessibility requirements, contact the clerk:

- Email: clerk@astonoxon-pc.gov.uk
- Call: 07368466413

Enforcement procedure

The Equality and Human Rights Commission (EHRC) is responsible for enforcing the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018 (the

Aston, Cote, Shifford and Chimney Parish Council

'accessibility regulations'). If you're not happy with how we respond to your complaint, contact the Equality Advisory and Support Service (EASS).

Contact Us

Clerk, Mrs Elaine Anstee

Post: 16 Foxwood, Aston, Oxfordshire, OX18 2DZ

•Email: clerk@astonoxon-pc.gov.uk

•Call: 07368466413

Compliance status

This website is partially compliant with the [Web Content Accessibility Guidelines version 2.1](#) AA standard, due to

Non-accessible content

The content listed below is non-accessible for the following reasons.

Non-compliance with the accessibility regulations

Disproportionate burden

We have reviewed the usage of the website which is less than 1500 individual visits in a calendar year this being equivalent to one visit per head of electorate for the parish. We've assessed the cost of fixing the issues with navigation and accessing information, and with interactive tools and transactions. We believe that doing so now would be a [disproportionate burden](#) within the meaning of the accessibility regulations.

Content that's not within the scope of the accessibility regulations

PDFs and other documents

Some of our PDFs and Word documents are essential to providing information. For example, we have PDFs of minutes and agendas, and forms published as Word documents. By September 2020, we plan to either fix these or replace them with accessible HTML pages.

The accessibility regulations [do not require us to fix PDFs or other documents published before 23 September 2018](#) if they're not essential to providing services.

Any new PDFs or Word documents we publish will meet accessibility standards.

Live video

We do not plan to add captions to live video streams because live video is [exempt from meeting the accessibility regulations](#).

Aston, Cote, Shifford and Chimney Parish Council

What we're doing to improve accessibility

The accessibility of the website will be reviewed on an annual basis and when new legislation is published. We will also use any feedback from users to inform how we display information on the website.

Preparation of this accessibility statement

This statement was prepared on 3rd September 2020. It was last reviewed on 28th May 2024.

This front page of the website was last tested on 28th May 2024. The test was carried out by the clerk using Microsoft Accessibility Tool as recommended in the NALC (2020) '*Website Accessibility requirements*' paper.

We used this approach to deciding on a sample of pages to test and opted to test the main front page of the site as an indicative of the accessibility of the whole site.

Adopted in 2020 and reviewed on the 11th June 2024.

Aston, Cote, Shifford and Chimney Parish Council

Aston, Cote, Shifford & Chimney Parish Council

Privacy Notice

This Notice sets out the type of information Aston, Cote, Shifford & Chimney Parish Council collects (or is supplied with). It tells you how the information is held, who we share it with and how it is used. There are contact details for queries about your personal information. All personal data collected (or supplied) will be treated in accordance with current data protection laws in the UK.

The data controller for all information covered by this Privacy Notice is Aston, Cote, Shifford & Chimney Parish Council.

What information do we collect and what information are we supplied with?

When you contact us, we create a record in your name. To that record we add information that you give us. We keep records when you contact us. We collect and use information about our councillors and our employees. We are supplied with a copy of the register of electors by the district council. We are supplied with a copy of planning applications in our parish by the district council.

How do we use your information?

We use your personal information in the following ways:

- To process and respond to enquiries;
- To include contact details for local organisations on the parish website

Who might we share your information with?

We might share information with the district or county council or with the emergency services where we consider this would be necessary or helpful. We would seek your explicit consent to this other than where such sharing is considered necessary in an emergency or for health and safety reasons.

If you contact us your letter and/or email will be in the public domain unless you make it clear you do not wish it to be, and we are able to justify confidentiality under the relevant legislation (this is very unlikely to be the case in planning matters).

Your information may be used to detect and prevent fraud in respect of public funding, and we may release information to the police and other law enforcement organisations for crime prevention and detection purposes if required to do so.

We do not sell personal information to other organisations.

Automated Decision Making and Profiling

We do not use any form of automated decision making or the profiling of individual personal data.

Aston, Cote, Shifford and Chimney Parish Council

Children

We will not process any data relating to a child (under 13) without the express parental/ guardian consent of the child concerned.

Transfer of data outside the European Economic Area (EEA)

We will only transfer your personal information outside the EEA where necessary safeguards have been secured by contract.

How long do we keep data?

We only keep data for as long as necessary and in accordance with our Data Retention Policy, a copy of which is available on our website or from the Clerk via the contact details below.

We publish on our website any changes we make to our data protection/information management policies and will notify you by other communication channels where appropriate.

Where you exercise your right to removal of your personal data, we will continue to maintain a core set of personal data (name, address and email address) to ensure that we do not contact you inadvertently in the future.

How can I access the information you hold about me?

You are entitled to know what personal information Aston, Cote, Shifford & Chimney Parish Council holds about you and how that information is processed. You are entitled to ask for your personal data to be corrected where you believe it is inaccurate. You are entitled to withdraw your consent to the processing of your personal data by the council. You are entitled to ask for your personal data to be deleted.

However, if the processing is necessary to provide you with the service (or information) you have requested then withdrawal may mean you will not receive that service or information. We may also have a lawful reason why we need to continue processing your data. We will make it clear if this is the case and discuss your concerns directly with you before we stop processing your data.

Please make any requests or complaints to:

The Clerk:

Mrs Elaine Anstee
Aston, Cote, Shifford & Chimney Parish Council
16 Foxwood Close, Aston, Bampton, OX18 2DZ
Email – clerk@astonoxon-pc.gov.uk
Telephone – 01993 851847

If you are dissatisfied with the handling of your request or complaint, you have a right to appeal to the Information Commissioner. There is no charge for making an appeal. The contact details are:

The Information Commissioner's Office
Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF
Email – casework@ico.gov.uk
Telephone – 01625 545745 or 0303 123 1113 (local rate)

Aston, Cote, Shifford and Chimney Parish Council

Terms of Use

These terms and conditions govern your use of our website. Please read the terms in full before you use this website. If you do not accept these terms, please do not use this website. Using the website implies that you accept these terms. We do occasionally update these terms so please refer back to them in the future.

SITE ACCESS

You will be able to access this website without having to register any details with us.

USE OF WEBSITE

You are permitted to use our website for your own purposes and to print and download material from this site provided that you do not modify any content without our consent. Material on this website must not be republished online or offline without our permission.

The copyright and other intellectual property rights in all material on this website are owned by us or our licensors and must not be reproduced without our prior consent.

No part of this website may be reproduced without our prior written permission.

SITE UPTIME

We take all reasonable steps to ensure that this website is available 24 hours every day, 365 days per year. However, websites do sometimes encounter downtime due to server and other technical issues. Therefore we will not be liable if this site is unavailable at any time.

This website may be temporarily unavailable due to issues such as system failure, maintenance or repair or for reasons beyond our control. Where possible we will try to give our visitors advance warning of maintenance issues but shall not be obliged to do so.

VISITOR CONDUCT

With the exception of personally identifiable information, the use of which is covered under our Privacy Policy any material you send or post to this website shall be considered non-proprietary and not confidential. Unless you advise to the contrary we will be free to copy, disclose, distribute, incorporate and otherwise use such material for any and all purposes.

When using this website you shall not post or send to or from this website any material: for which you have not obtained all necessary consents; that is discriminatory, obscene, pornographic, defamatory, liable to incite racial hatred, in breach of confidentiality or privacy, which may cause annoyance or inconvenience to others, which encourages or constitutes conduct that would be deemed a criminal offence, give rise to a civil liability, or otherwise is contrary to the law in the United Kingdom; which is harmful in nature including, and without limitation, computer viruses, Trojan horses, corrupted data, or other potentially harmful software or data.

Aston, Cote, Shifford and Chimney Parish Council

We will fully co-operate with any law enforcement authorities or court order requiring us to disclose the identity or other details of any person posting material to this website in breach of the terms of the website.

LINKS TO AND FROM OTHER WEBSITES

Any links to third party websites located on this website are provided for your convenience only. We have not reviewed each third-party website and have no responsibility for such third-party websites or their content. We do not endorse the third-party websites or make representations about them, or any material contained in them. If you choose to access a third-party website linked to this site, it is your own responsibility.

If you would like to link to this website, you may only do so on the basis that you link to, but do not replicate, any page on this website, and subject to the following conditions: you do not in any way imply that we are endorsing any services or products unless this has been specifically agreed with us; you do not misrepresent your relationship with us or present any false information about us; you do not link from a website that is not owned by you; and your website does not contain content that is offensive, controversial, infringes any intellectual property rights or other rights of any other person or does not comply in any way with the law in the United Kingdom.

If you choose to link to our website in breach of our terms you shall fully indemnify us for any loss or damage suffered as a result of your actions.

DISCLAIMER

We take all reasonable steps to ensure that the information on this website is correct. However, we do not guarantee the correctness or completeness of material on this website. We may make changes to the material on this website at any time and without notice. The material on this website may be out of date, or on rare occasions incorrect, and we make no commitment to ensure that such material is correct or up to date.

The material on this website is provided without any conditions or warranties of any kind. To the maximum extent permitted by law, we provide access and use of this website on the basis that we exclude all representations, warranties and conditions which but for these Terms may have effect in relation to this website.

EXCLUSION OF LIABILITY

Neither we nor any other party (whether or not involved in producing, maintaining or delivering this website), shall be liable or responsible for any kind of loss or damage that may result to you or a third party as a result of your or their use of our website. This exclusion shall include servicing or repair costs and, without limitation, any other direct, indirect, or consequential loss, and whether in tort or contract or otherwise in connection with this website.

Nothing in these Terms shall exclude or limit liability for (i) death or personal injury caused by negligence (as defined by the Unfair Contract Terms Act 1977); (ii) fraud; (iii) misrepresentation as to a fundamental matter; or (iv) any liability which cannot be excluded or limited under the law of the United Kingdom.

Aston, Cote, Shifford and Chimney Parish Council

GOVERNING JURISDICTION

This Legal Notice shall be governed by and construed in accordance with English law. Any dispute(s) arising in connection with this Legal Notice are subject to the exclusive jurisdiction of England and Wales.

Adopted in 2020 and reviewed on the 11th June 2024.

Aston, Cote, Shifford and Chimney Parish Council**Agenda Item 14 - Finance**

a. *Account balances – see appendix 1 (For Information)*

b. *To RESOLVE to approve the following payments for the period June 24.*

	NET	VAT	Gross Amount
Clerk's expenses Microsoft May 24	54.90	10.98	65.88
Refund payment recd from E Anstee (in error)	85.00		85.00
WODC – Grass Cutting (Inv 33574113)	370.00	74.00	444.00
D Johnson – War memorial Inv May 24 (TBC)			
Ben Lings – Annual Website charges Weebly	197.76		197.76
Total to be decided and approved	£707.66	£84.98	£792.64
Life Education Grant application (approved May 24)	310.00		310.00
Total of already approved/paid	£310.00	£0.00	£310.00
Monthly Standing Orders/DDs			
Clerk's Salary including WFH Allowance	210.05		210.05
RFO Salary including WFH Allowance	185.75		185.75
HMRC PAYE	89.80		89.80
Total SDOs	£485.60	£0.00	£485.60
Total	£1,503.26	£84.98	£1,588.24

Aston, Cote, Shifford and Chimney Parish Council

Appendix 1 – Account Balances

Cash Balances

£

UNITY TRUST CURRENT ACCOUNT

Balance at 31 March 2024	33,443.14
Payments April 2024	(1,114.36)
Payments May 2024	(6,121.72)
Receipts April 2024 (Precept)	15,467.50
Receipts May 2024 (VAT Return)	1,496.67

Balance at 22 May 2024**£43,171.23***CCLA INVESTMENT ACCOUNT*

Balance at 31 March 2024	52,125.12
Income for month of April 2024	231.62

Balance at 30 April 2024**£52,356.74****TOTAL CASH HOLDING AT 22 May 2024****£95,527.97**