

Date: 05 August 2021

Title: Report Item 9 – Business in Progress

By: K Larkin (Parish Clerk)

Purpose: To provide an update on progress since the meeting held on 29 June 2021

Recommendation:

- a) To note the progress report
- b) To approve the draft licence for the visit by The Rude Mechanicals Theatre Company on Thursday 26th August 2021
- c) To approve a change of trading day for The Village Chippy
- d) To approve a quotation for cladding the pavilion and to order the works

The following are matters for resolution:

- **Licence for The Rude Mechanicals Theatre Company** – the council has approved a visit by the Company in principle subject to the issue of a licence on the usual terms. The date originally proposed has been postponed to 26th August 2021 [Council Minutes, 01 October 2020 para. C.292 (e); Council Minutes, 04 February 2021 para. C.351 (f)]. A draft licence is now appended to this report for approval (Annex A).
- **Change of trading day for The Village Chippy** – the proprietors have reported that having experienced some issues locally they would like to change their trading day from Saturdays to Wednesday evenings, and to visit on alternate weeks. There have been problems over parking, as some customers park close to the junction with Wenthill Close, which has been a cause of some conflict with neighbours. The current trading hours also run alongside the opening hours of the new café, but this can be avoided if the van visits on Wednesday evenings. The council is requested to approve the change of trading day which should be confirmed to the licensee by letter.
- **Cladding the pavilion** – the council has approved a scheme of works in principle [Council Minutes, 29 June 2021 para. C.421 and Report 8] and now needs to consider and approve a quotation. A second quotation is being obtained.

The following are matters of report:

- **Traffic Safety** – the parish council requested East Sussex Highways to send a member of the Road Safety Team to attend this meeting. The request has been refused. The response says: *The resources we have available for road safety are very limited, we therefore need to direct these resources efficiently. We have an established process for engagement with parish councils on matters such as this and I understand that East Dean and Friston Parish Council make use of these through the Strengthening Local Relationship (SLR) meetings. With almost 50 town and parish councils holding SLR meetings on a regular basis we do not have the available officer time to facilitate any further meetings. The County Council have*

previously set out our position in relation to road safety issues in this area. We have also agreed to help the parish council consider how they may progress additional traffic management measures that are important to their local community and Ian Johnson has recently assisted with the commissioning of speed/traffic surveys within the village to help inform this process. Whilst I know that you will be disappointed with this decision, I hope you will understand that the level of cuts experienced by all local authorities over the past decade has meant that we are only able to commit to a limited amount of work outside of our identified priorities.'

- Local Post Office – Maria Caulfield MP has been requested to provide some information about the prospective postmaster's requirements, so that the council can help to find premises.
- Hire of pavilion for band practice – the council approved the holding of a trial session, but none has yet been booked
- Parking signs for Downlands Way shops – Cllr Keller is placing the order
- Hybrid meetings – the council's Standing Orders have been augmented as agreed at the meeting on 29th June 2021, and have been reissued as amended.
- Footpath 5 (Friston Forest) – the concerns raised by a resident, plus recommended improvements to the signage, have been referred to the ESCC Rights of Way team. A response is awaited.
- Real-time bus signs – a response has been sent to the resident who requested this, explaining that the parish council will not pursue it, but that a phone app is now available to give real-time information.
- Passing Place in Downs View Lane – the possible loss of the passing place near the junction with the A259 has been referred to the Roads Company, and a response is awaited.
- Charity of the Year – the Beachy Head Chaplaincy have been notified that they are the council's Charity of the Year 2021/22 and have responded with thanks and a willingness to supply any information the council might want. In the past, donations have been paid at the end of the financial year, but last year was an exception as the recipient (Care for the Carers) had immediate need for support. Please can the council advise as to when this year's donation should be paid.
- Rampion 2 consultation – a formal 'no comment' response has been sent as agreed at the meeting on 29 June. [The parish council is a statutory consultee and Rampion has a duty to notify the council of developments.]
- Tree safety survey and insurance – an enquiry has been sent to the Highway Land Information team at county hall regarding the ownership and responsibility for maintenance of the trees at Friston Green which stand on the highway verge. A response is awaited.

Annex A



This Licence is made the 5th August 2021 between East Dean and Friston Parish Council, The Old Cottage, Lewes Road, Laughton, BN8 6BQ (hereinafter called the Licensor) of the one part and The Rude Mechanical Theatre Company, The Peppe Nappa Studio, Unit 8, Commercial Mews South, 42a Commercial Road, Eastbourne, BN22 9QH (hereinafter called the Licensee) of the other Part.

Whereas

1. The Licensor is the owner of the War Memorial Recreation Ground, Gilberts Drive, East Dean (the Licence Area)
2. The Licensee represents the Rude Mechanicals Theatre Company and has sought permission from the Licensor to occupy the Licence Area and the Licensor is minded to grant a licence for the same subject to the Conditions below

Conditions

1. In consideration of the conditions appearing hereunder the Licensor hereby permits the Licensee to occupy the Licence Area shown edged red on the attached plan for the Period.
2. The Licensee hereby agrees to comply with the following conditions:
 - a) The Licensee shall be responsible for maintaining the Licence Area to the satisfaction of the Licensor or duly authorised representative of his
 - b) The Licensee shall fully and completely release and indemnify and keep indemnified the Licensor from and against all actions, suits, claims costs, expenses, damages and demands whatsoever arising out of or in connection with the use of the Licence Area and / or the granting of this Licence
 - c) The Licensor shall effect insurance in respect of the risks set out in b) above for a minimum sum of £5,000,000
 - d) The Licensee shall vacate the Licence Area and leave it in a good standard of appearance and repair to the satisfaction of the Licensor upon the expiry or earlier revocation of this Licence

- e) The Licensee shall vacate the Licence Area and/or allow access it to immediately on request by the Landlord where access is reasonably required.
- f) The Licensee will inspect the License Area to ensure it is in good order and clear of any debris or other item at the start and end of the Period.

3 It is hereby agreed and declared

- a) Subject to the conditions herein the Period shall commence at 3 pm on Thursday 26 August 2021 and expire at 11 pm on Thursday 26 August 2021 (the Period)
- b) This Licence is granted to the Licensee and to no other person or body
- c) The Licensor reserves the right to revoke this Licence at any time (provided that where practicable not less than 28 days' notice will be given) and in doing so will not be liable for any consequential costs or losses whatsoever and the Licensee shall have no right of appeal or right to compensation in respect of revocation.
- d) The Licensor does not warrant that any present or future use to which the Licensee puts the License Area is permitted under the provisions of the Town and Country Planning Act or any other legislation
- e) The Licensor does not warrant that the License Area is in a fit or sound condition for the purposes the Licensee wishes.
- f) The Licensee requires the consent of the Licensor to make any alterations to the License Area

Signed by

The Licensor.....

East Dean and Friston Parish Council

DATE

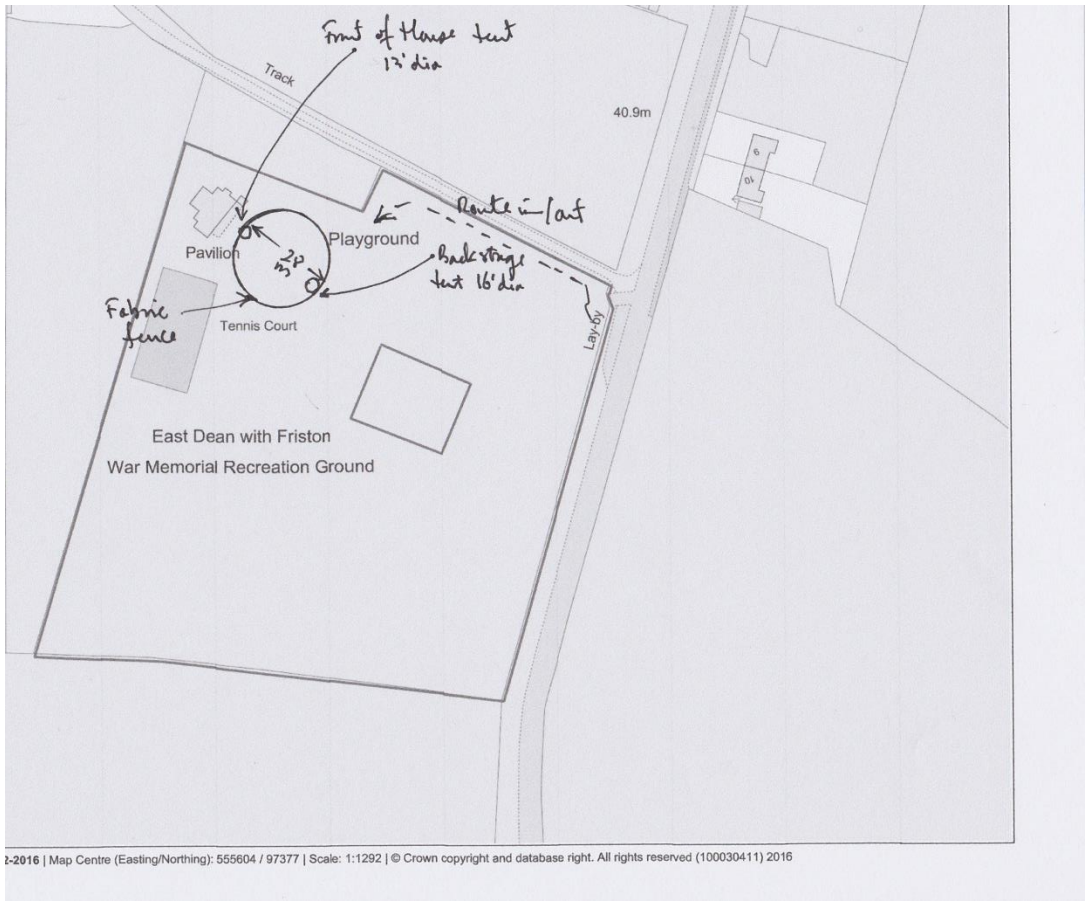
The Licensee

Peter Talbot, Chairman

The Rude Mechanical Theatre Company

DATE





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