

Toft Parish Council

**I hereby give notice that the 830th meeting of Toft Parish Council will be held
on Monday 1 December 2025 in the People's Hall, Toft at 7.00 pm**

The Public and Press are invited to be present. Members of the Public are welcome to attend and may speak under the Open Public Session only

All members of the Council are hereby summoned to attend for the purpose of considering and resolving upon the business to be transacted at the Meeting as set out hereunder

Ben Stoehr

Mr Ben Stoehr
Clerk, 24/11/25

AGENDA

Comments and observations from members of the public on items on this agenda only and reports from the District and County Councillors

1. Apologies for absence and declaration of interests

- 1.1 To receive written apologies and reasons for absence
- 1.2 To receive declarations of interests from councillors on items on the agenda
- 1.3 To receive written requests for dispensations and to grant any dispensations

2. To approve the minutes of the last meeting

3. To consider any matters arising from the last or a previous meeting including

- 3.1 (3.1) Overgrown cycleway – to consider response from County Councillor if received
- 3.2 (3.2) Finding Fitness – update on responses received from residents and next steps ^(ST)
- 3.3 (3.4) Dogs in field notices – update and report on meeting including ^(EM, ED, ST)
 - 3.3.1 Wording for the sign for the sheep field
 - 3.3.2 The idea of a separate dog walking area
 - 3.3.3 The re-positioning of the landowner's grain barn
- 3.4 (3.6) Youths on motorcycles – report on meeting with Comberton Parish Council ^(ED, ST)
- 3.5 (4.2) Disposal of Asset of Community Value – to consider the next steps ^(MY)
- 3.6 (4.4) Winter gritting volunteers - update
- 3.7 (5.4) To consider draft IT policy and arrangements for website ^(MY)
- 3.8 (3.3 of 6.10.25) Street lighting survey – to consider response from SCDC and CCC price for an additional light

4. To consider correspondence received requiring the Council's attention

5. Finance, Procedure and risk assessment and use of delegated powers

- 5.1 To consider the finance report and approve the payment of any bills
- 5.2 To receive play inspection reports and consider any work required ^(BH)
- 5.3 To consider any matter which is urgent because of risk or health and safety
- 5.4 To review the budget for FY2026 and consider arrangements for any outstanding projects or spending and also the earmarked reserves
- 5.5 To consider and approve the budget for FY2027
- 5.6 To set the precept for FY2027

6. To consider any Planning or Tree works applications or related items received

- 6.1 Planning applications received – to be considered
- 6.2 Planning applications for which a response has been made between meetings using delegated powers – to be noted
- 6.3 SCDC planning decision notices and appeal notifications and applications for information only
- 6.4 Tree works applications
 - 6.3.1 25/1252/TTCA – Manor Cottage, Church Road

7. Members items and reports for information only unless otherwise stated

- 7.1 Village Maintenance ^(MY)
- 7.2 Highways including feedback on 20 mph application if received and outcome of enquiries about LHI application for MVAS equipment ^(ED)
- 7.3 Toft People's Hall ^(ST)
- 7.4 Footpaths ^(EM)
- 7.5 Defibrillator report ^(ST)
- 7.6 Birdlings liaison ^(AC)
- 7.7 Lot Meadow ^(MY)
- 7.8 Toft Village Hero Award - update ^(MY)

8. Closure of meeting

Clerk report to Toft Parish Council meeting on 1 December 2025

2. To approve the minutes of the last meeting on 3 November – attached
3. Matters Arising
 - 3.1 (3.1) Overgrown cycleway – to consider response from County Councillor if received
A further reminder and request for support has been sent.
 - 3.5 (4.2) Disposal of Asset of Community Value – to consider the next steps
Attached.
 - 3.7 (5.4) To consider draft IT policy and arrangements for website
Draft policy attached for consideration.
 - 3.8 (3.3 of 6.10.25) Street lighting survey – to consider response from SCDC and CCC price for an additional light
SCDC have written:
“We will deal with 1) and 2), but re 3), the lamp is not really behind the pole, more to the side, we don’t feel there is much of an issue here so we will leave as is.”
Item 1 is the one in Brookside (SC01, marked G on the map) and item 2 is the one in Stoney Lane (SC017, marked D on the map). Item 3 (SC025, marked F on the map) is the one which was close to a telegraph pole which was blocking the light.

With regard to the CCC lights, item C on the map referred to a very dark area where a possible solution was to install an additional lamp. Balfour Beatty have provided a quotation for this - Attached.
No other comments have been received from Balfour Beatty.

Other to note:
(7.2) Buses travelling through the village
Comberton Village College have replied:
“The concerns raised in your letter have already been brought to our attention by Councillor Darbyshire and I can confirm that we have contacted the different bus companies to pass these on.”
4. Correspondence
None at the time of writing.
5. Finance, Procedure and risk assessment and use of delegated powers
 - 5.1 To consider the finance report and approve the payment of any bills
Attached
 - 5.3 To consider any matter which is urgent because of risk or health and safety
None at the time of writing.
 - 5.4 To review the budget for FY2026 and consider arrangements for any outstanding projects or spending and also the earmarked reserves
Attached.
 - 5.5 To consider and approve the budget for FY2027
Attached.
 - 5.6 To set the precept for FY2027
6. Planning Applications received
* NB Some planning applications may not be specifically listed on this agenda but may still be considered by the Parish Council due to the time constraints of making a recommendation to the District Council.

The planning portal for new applications can now be found at <https://applications.greatercambridgeplanning.org/>

The Parish Council may choose its own wording to show whether it agrees with an application or not and can now both support/approve or object/ refuse etc parts of the same application

The Parish Council should include material planning reasons why the Council take this stance via its comments.

The Parish Council *does/does not** request that the application be referred to the District Council Planning Committee *(please delete)

Material planning reasons:

Planning reasons:

6.1 Planning applications - to be considered

None at the time of writing.

6.2 Planning applications for which a response has been made between meetings using delegated powers – to be noted

None.

6.3 SCDC planning decision notices and appeal notifications and applications for information only

6.3.1 25/00193/FUL – Land to the north of the B1046 – Change of use of land and the siting of 5 visitor accommodation pods – Permission refused by SCDC

6.4 Tree works

6.4.1 25/1252/TTCA – Manor Cottage, Church Road

7. Members items and reports for information only unless otherwise stated

8. Closure of meeting

South Cambridgeshire Hall
Cambourne Business Park
Cambourne
Cambridge
CB23 6EA
t: 01954 713 000
f: (01954) 713 149
www.scambs.gov.uk



**South
Cambridgeshire**
District Council

Toft Parish Council
c/o Ben Stoehr
30 West Drive,
Highfields Caldecote,
Cambridgeshire,
CB23 7NY

Our ref: CRtB/2025/005
Your ref: Notice of Receipt of Intent to Bid
Date: 6 November 2025

Transformation
Contact: Emma Dyer
Direct dial: 01954 713070
Email: Partnerships@scambs.gov.uk

**Section 98 Localism Act 2011 ("the Act")
The Assets of Community Value (England) Regulations 2012 ("the Regulations")
Notice of receipt of written request to be treated as a bidder of a listed asset and start of
Full Moratorium**

Dear Mr Stoehr

Re: Toft Methodist Church, High Street, Toft, Cambridge, CB23 2RL

This letter is to inform you that the Council has received your written request to be treated as a bidder for the above Asset of Community Value from Toft Parish Council and that, as consequence of this, a full moratorium now operates with effect from the date on which the Council received notice of intent to dispose (10 October 2025) until midnight on **9 April 2026**

The owner of the listed asset can continue to market the asset and negotiate sales but they cannot exchange contracts or enter into a binding contract to exchange contracts except to a relevant community interest group.

After the full moratorium period has ended the owner is free to dispose of the listed asset to whomever the owner wishes.

Note:

Effect of inclusion of land in the local authority's List of Community Assets.

The land will remain on the list for a minimum period of 5 years.

Subject to certain exceptions, a person who is an owner of land included in a local authority's List of Community Value must not enter into a relevant disposal of the land (as defined in section 96 of the Act) unless each of conditions A to C set out in section 95 of the Act is met. These are set out below:

Condition A is that that person has notified the local authority in writing of that person's wish to enter into a relevant disposal of the land

Condition B is that either-

- (a) The interim moratorium period of 6 weeks, beginning with the date of receipt of notification under Condition A, has ended without the local authority having received during that period, from any community interest group, a written request for the group to be treated as a potential bidder in relation to the land, or
- (b) The full moratorium period of 6 months, beginning with the date on which the local authority receives notification under Condition A, has ended.

Condition C is that the protected period (meaning 18 months beginning with the date on which the local authority receives notification in Condition A) has not ended.

Further information

Further information about Assets of Community Value can be found on the Council's website in the Guidance and Procedure Document via the below link. This includes details about the 'Listing Review' and information about the planning permissions required for drinking establishments, including those with expanded food provision (previously Class A4, now treated as 'Sui Generis').

Further information about Assets of Community Value can be found on the Council's website via the following link: <https://www.scambs.gov.uk/community-and-people/assets-of-community-value>

Yours sincerely,



Emma Dyer
Development Officer

TOFT PARISH COUNCIL

INFORMATION TECHNOLOGY POLICY

1. **Purpose**

This policy defines how Toft Parish Council manages its use of information technology, in line with the Transparency Code for Smaller Authorities (2015) and the 2025 edition of the Practitioners' Guide. It ensures the Council's digital operations are transparent, secure, and compliant with data protection laws.

2. **Scope**

This policy applies to all **councillors, employees, volunteers, and contractors** who access or manage the Council's IT resources, including but not limited to:

- Desktop and laptop computers, tablets and smartphones
- Email and cloud-based systems
- Council website, social media and digital publication tools
- Video conferencing and messaging platforms
- Personal devices used under Bring Your Own Device (BYOD) provisions

3. **Governance and Oversight**

IT Oversight: The Clerk is the designated Data Protection Officer (DPO) and IT Systems Administrator. The Council oversees implementation, security and compliance.

4. **Data Protection and Security**

All processing of personal data shall comply with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018 (or subsequent legislation).

Privacy Policy: All data collection, processing and subject rights are governed by the Council's Privacy Policy, available on the Council's website. All users must familiarise themselves with it.

**Appendix: Allotment Privacy Statement; Contact Privacy Statement; Councillor Privacy Statement; Employee Privacy Statement; Hirers' Privacy Statement; Job Application Privacy Statement; Neighbourhood Plan Privacy Statement; Data Protection Policy; Privacy Statement.*

Access and Storage: Data is stored securely, with access granted only to authorised personnel based on necessity.

**Appendix: Data Protection Policy*

Retention: Personal data will be retained in accordance with the Council's Data Retention Schedule and securely deleted when no longer needed.

**Appendix: Retention of Documents Policy*

Security Controls:

- Password protection and multi-factor authentication where applicable
- Regular updates and anti-malware software
- Backups of essential data in secure locations.

5. Use of Personal Devices (BYOD)

Authorised Use Only: Councillors and staff may use personal devices for Council business only if explicitly authorised and subject to compliance with this policy.

Security Requirements: Devices must be protected by strong passwords, encryption (where possible), and up to date antivirus software.

Access to Council data on personal devices must be controlled and subject to regular review.

Data Separation: Council data must be kept separate from personal data using dedicated apps or storage areas.

6. Use of Personal Email Addresses

Prohibited Practice: The use of personal email accounts for Council business is strictly prohibited. All Council correspondence must be conducted through official Council provided email addresses. Emails from Council owned domains must not be forwarded to personal email addresses.

Monitoring and Compliance: Any breaches will be investigated, and appropriate measures taken in line with the Council's disciplinary or governance procedures.

Email Retention: All Council emails will be stored in compliance with the GDPR and Freedom of Information requirements.

7. IT Infrastructure and Support

Asset Register: Maintained for all Council owned hardware and software.

Maintenance: All devices must be regularly updated and checked for compliance with this policy.

Training: Users will be given training on IT systems, cybersecurity, data handling and transparency responsibilities as required.

8. Monitoring and Review

Annual Review: This policy will be reviewed annually, or sooner if legislation or requirement changes.

Audits: Periodic internal audits will check for compliance with security and transparency requirements.

9. Data Breach Process and Protocols

The Parish Council is committed to responding promptly and effectively to any data breaches to minimise risk and comply with UK GDPR requirements.

**Appendix: Data Breach Form*

10. Definition of a Data Breach

A data breach is a security incident that results in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data. Examples include:

- Loss or theft of devices containing personal data
- Unauthorised access to Council email accounts or files
- Sending personal data to the wrong recipient
- Malware or ransomware attacks compromising Council systems

10.1 Reporting a Breach

Immediate Notification: Any Councillor, employee or contractor who becomes aware of a data breach must report it immediately to the Clerk (Data Protection Officer).

Initial Response: The Clerk will assess the severity and scope of the breach and determine if mitigation steps are required (eg changing passwords, disabling access, enabling Two-Factor Authentication).

10.2 Investigation

A full investigation will be conducted by the Clerk or designated officer within 72 hours of the breach being discovered.

The breach will be logged, including:

- Date and time of breach
- Type and volume of data affected
- Cause and extent of the breach
- Actions taken to address the breach

10.3 Notification Requirements

If the breach is likely to result in a risk to the rights and freedoms of individuals, the Council must notify the Information Commissioner's Office (ICO) within 72 hours.

If the breach poses a high risk to the individuals affected, those individuals must also be informed without undue delay, outlining:

- The nature of the breach
- Likely consequences
- Measures taken to mitigate the task
- Contact information for further support

10.4 Remediation and Review

The Clerk or Council will ensure lessons are learned and policies, procedures or training are updated as necessary.

Technical fixes or security upgrades will be prioritised to prevent recurrence.

Breach logs will be reviewed periodically to identify systemic issues.

11. Approval and Adoption

This policy was adopted by Toft Parish Council on
and will be reviewed annually or following a significant incident or legislative
change.

Signed:

Martin Yeadon (Chair of the Parish Council)

Date:

Ben Stoeher (Clerk to the Parish Council)

Date:

Balfour Beatty Living Places Limited
Bucking Way Business Park
Unit 4 Rowles Way
Swavesey
Cambridgeshire
CB24 4UG

BY EMAIL

Ben Stoehr
Toft Parish Council
Toft
Cambridgeshire

www.balfourbeatty.com

Date 30th October 2025

Dear Ben

Quotation Letter for New streetlight request - School Lane - Toft - Quotation Reference Q5187

We formally acknowledge receipt of your valued enquiry for the above-named project; thus, are pleased to submit our Quotation as set out in the following documents:

1. this Quotation Letter;
 2. Annex 1 - Particulars of Contract;
 3. Annex 2 - Price and Price Basis;
 4. Annex 3 - Works; and
 5. Annex 4 - Conditions of Contract.
- (together the "Quotation").

We trust that the terms of this Quotation are acceptable to you and meet your requirements. Should you wish to accept the Quotation, you may sign, date and return a copy within 30 days of the Quotation Letter to us; confirming the sign-off page is the last page of this Quotation Letter.

We trust that the aforesaid is to your understanding; please do not hesitate to contact us should you require any further details or clarification of any aspect of this Quotation, or if you would like to arrange a meeting to discuss any further requirements that you may have.

Yours faithfully



Robert Owen
Contract Manager
For and on behalf of **Balfour Beatty Living Places Limited**

Enc(s) Quotation Annexures 1 - 4

The Customer hereby accepts the offer contained in the Quotation (Balfour Beatty Living Places Quotation Reference: Q5187 dated 30th October 2025)

Signed by..... for and on behalf of.....

.....
Signature

.....
Date

Balfour Beatty
Living Places Limited

Ben Stoehr
Toft Parish Council
Toft
Cambridgeshire

4
Rowles Way
Swavesey
Cambridgeshire
CB24 4UG

FOR THE ATTENTION OF BEN STOEHR

T 0800 7838 247

Quotation Reference Q5187
Date of Quotation: 30 October 2025

Dear Ben

Re: Subject	New streetlight request - School Lane - Toft
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We formally acknowledge receipt of your valued enquiry for the above mentioned project. We submit the below quotation for your information and perusal.

Our price is submitted on the basis of a priced bill of quantities (Re-measurable) together with a commercial section. Both documents should be read in conjunction. The commercial section details and confirms the basis on which we submit our quotation.

Item Code	Description	Quantity	Unit	Price	Total
1	Supply & Install 6m Post Top tubular galvanised steel lighting column with DW Windsor Kirium Pro Mini 5 LED Cell Controlled Lantern, including excavation, disposal and reinstatement to match surface finish.	1	Per Unit	883.87	883.87
2	NEW UMS SERVICE (Includes excavation of joint hole and laying service duct in trench including reinstatement of composite surface types. Includes for main/service joint, service cable wiring cut out, fuses and includes terminating tails into cut out).	1	Per Service	1,542.82	1,542.82
Total (Excluding VAT)				£	2,426.69

We have not included for the risk of changes in the law which occur after the Quotation Submission Date. Such changes can have a dramatic effect on the costs and on our ability to make progress to complete the works on time. For clarification, law would include a national or state statute, ordinance, decree, regulation (including building or safety regulations) and a by-law of a local or other duly constituted authority or other delegated legislation.

We trust that our offer is acceptable to you and meets your requirements. Please do not hesitate to contact us should you require any further details or clarification of any aspect of our tender. Should you wish to discuss our submission further then we would advise our willingness to attend any meeting which you may wish to call at your convenience.

Yours sincerely,


Brian Crabb

Operations Manager | Balfour Beatty | Services | Living Places

Annex 1 - Particulars of Contract (Quotation Reference Q5187)

Quotation Offer

The Quotation has been prepared by the Company following the Company's interpretation of the Customer's initial enquiry dated 29/10/2025. The Quotation sets out the terms of the Company's offer to the Customer for the contract between us for the provision of Works for the Project.

The Particulars of Contract and the Contract

The Conditions shall apply exclusively to the contract between the Company and Customer for the provision of the Works for the Project. The Conditions shall be read together with the Particulars of Contract (as set out in the table below) and the other documents forming the Contract (as defined in the Conditions).

The Quotation excludes, to the fullest extent permitted by law, any terms and conditions, whether expressed or implied, that purport to amend, contradict, dis-apply, exclude, or limit those of these Particulars of Contract or the Conditions.

Customer:	Ben Stoehr Toft Parish Council Toft Cambridgeshire	
Project:	New streetlight request - School Lane – Toft	
Works	General Description	The Company will carry and complete out the following: Supply & Install 6m column with new LED lantern All above as further described at Annex 3 of the Quotation Letter. Works to be carried out Monday to Friday (excluding statutory holidays) during normal working hours i.e. 0700 to 1530 Hrs.
	Design	N/A
	Exclusions	The following are expressly excluded from the performance of the Works: • all site rectification work other than standard site rectification work associated and limited to the installation of the lighting columns offered. • any aborted column excavations due to utility locations, concrete etc. to be charged as a Variation; • any additional work required to be carried out by the regional electricity company or the independent distribution network operators (IDNO) operator; • all traffic management other than standard Chapter 8.
Site(s)	The Works will be provided at the following sites or locations: • Site Address: School Lane, Toft, Cambridgeshire. • Balfour Beatty Living Places Limited Regional Office: Unit 4, Rowles Way, Buckingway Business Park, Swavesey, Cambridgeshire CB24 4UG.	

Relevant Standards	The Works will be provided in accordance with the following standards: • [BS 7671: 2018 Requirements for Electrical Installations (18th Edition of the IET Wiring Regulations); • The Association of Street Lighting Contractors Code of Practice for the Installation and Maintenance of Public Lighting & Signs ; • HSG150: 2006 Health and Safety in Construction (3rd Edition of the HSE); and • The Safety Code of Practice G39: Electrical Safety in the Planning, Installation, Commissioning and Maintenance of Public Lighting and Other Street Lighting.
Remediation Period	Remediation Period: twelve (12) months from the date on which the Works are completed. Remediation Exclusions: The Company's obligations to remedy Defects in the Works shall, without limitation, not include any obligation in respect of: • improper use, acts of vandalism, road traffic accidents or any like thing and any liability in respect of such shall be specifically excluded; or • the replacement of consumable items, including and not limited to the following material items: lamps; cut-out units and fuses; photo-electric cells; ballasts/ starters/ igniters.
Price and Price Basis	The Price and Price Basis for the Works is set out at Annex 2 of the Quotation Letter. The Price is strictly net, exclusive of value added tax, and subject to the Works as listed at Annex 3 of the Quotation Letter and the whole of the Works being ordered in the Contract. Quantities, prices and rates and the terms of measurement are set out in the Works at Annex 3 of the Quotation Letter and based on the whole of the Works being ordered in the Contract.
Payment	The Price for the Works will be payable in accordance with the Conditions and the following particulars: Advance Payment: • Payment: one hundred (100) % of the Price on Completion of the works. • Payment Due Date: the date of the Company's invoice. • Payment Final Date: thirty (30) days] from the date of the Company's invoice.
Aggregate Limit	100%
Notices	The Customer's address for notices is: Address: Toft, Cambridgeshire Email: clerk@tpc.toft.org.uk Attention: Ben Stoehr The Company's address for notices is: Address: Balfour Beatty Living Places Limited, Unit 4, Rowles Way, Buckingway Business Park, Swavesey, Cambridgeshire, CB24 4UG Email: brian.crabb@balfourbeatty.com Attention: Brian Crabb
Data Protection Particulars	N/A

QUOTATION ASSUMPTIONS AND CONDITIONS

The Quotation has been prepared on the basis of the following quotation assumptions and conditions:

1. The Price at Annex 2 of the Quotation Letter has been prepared on the assumption that the contract for the Works is placed within 30 days of the date of the Quotation Letter and the Company is not required to provide the Works after 6 months from the date of the Quotation Letter.
2. The Quotation does not include any allowances or assumptions for changes of law or the effects of changes of law occurring after the date of the Quotation Letter. The Company have not included any allowances or assumptions for this risk.
3. The Quotation is limited to providing the Works. The Company have not included any allowances or assumptions for work that has not been specifically detailed in the Particulars of Contract (unless the Company has expressly agreed otherwise in writing).
4. The Company estimate that delivery/installation of the Works will have commenced 8 - 10 working weeks from the date of the contract for Works. This estimate is subject to the Company receiving the full and final details for the contract to enable the whole of the Works to proceed to completion without interruption, subject to an installation programme being mutually agreed in the contract for the Works.
5. The Company have assumed that the following will not be required under the contract for the Works:
 - (a) any retention from payments of the Price;
 - (b) any parent company guarantee or performance bond; and
 - (c) any further discount from the Price.
6. The Company have assumed that all excavation required for column installations will be in normal soil conditions. The Company reserve the right to amend the Company's offer accordingly in the event that ground conditions differ from this assumption.
7. The Company have assumed that all wayleave agreements (where required) will be the responsibility of, and have been put into effect by, the Customer, prior to the commencement of works.
8. The occurrence of a public health emergency, being the outbreak and/or spread of COVID-19 virus or other similar virus and/or any the implementation of public health measures in connection with the outbreak and/or spread of COVID-19 virus or other similar virus which affects the ability of the Company to carry out and complete the Works or increase the costs of carrying out the Works. For the avoidance of doubt the Parties acknowledge that whilst the spread of COVID-19 virus is apparent as at the date of the contract, the Company cannot be deemed to have been able to foresee the impact on the Company's ability to carry out and complete the Works or to have allowed for the consequences and the Company has not allowed for such impact or consequences which if impacting the Work will be treated as a Force Majeure Event

The Company reserve the right to amend or withdraw the Quotation or to adjust the Price in the event the Works, the conditions for providing the Works, any of the quotation assumptions and conditions above, or any of the conditions or terms of the Quotation are inaccurate or require to be amended or varied in any way after the date of the Quotation and before the date of the contract for the Works.

VALIDITY AND ACCEPTANCE

Subject to the quotation assumptions noted above, the offer contained in the Quotation shall be valid and capable of acceptance by the Customer for a period of thirty (30) days from the date of the Quotation Letter or such longer period as the Company may at the Company's sole discretion decide. The offer contained in the Quotation may be accepted by the Customer as follows:

- the Customer may sign, date and return a copy of the Quotation Letter to the Company.

The Customer's acceptance of the Quotation shall form the Contract referred to in the Conditions.

Annex 2 - Price and Price Basis (Quotation Reference Q5187)

Price: £ 2,426.69 (Two Thousand Four Hundred Twenty-Six Pounds and Sixty-Nine Pence Sterling)

Price Basis: Re-measurable - Subject to the Works detailed at Annex 3 of the Quotation Letter.

Variation:

1. Variation: Price basis is CECA Schedules of Dayworks Carried Out Incidental to Contract Work Including Rail Items Volume 1 (2nd Edition - April 2022) and CECA Schedules of Contractors Equipment Rates for use on Construction Contracts Including Rail Equipment Items Volume 2 (2nd Edition - April 2023) including all subsequent Amendments.
2. Works price basis is based upon continuity of work with a 3 day working continuous visit with full productive working and unimpeded access to site and work areas. The Company reserves the right to make charges for any standing time due to any delays or failure to make sufficient working areas available. Any waiting/standing time incurred as a result of delays by the Customer, his agents or any other subcontractor employed on the project will be charged and paid for by the Customer as a Variation.
3. The Company reserves the option to review the rates if the Works and quantities are amended or reduced at pre and post contract stage where any differences will be treated as a Variation including any restocking charges and materials such as lanterns that are purchased specifically for the project will be charged in full.
4. Remobilisation will be charged at a rate of £ 975.00 for each additional visit to the of Works to that allowed for in item 2. above.

Annex 3 - Works - (Quotation Reference Q5187)

Item No.	Description	Quantity	Unit of Measure	Rate	Value £
1	Supply & Install 6m Post Top tubular galvanised steel lighting column with DW Windsor Kirium Pro Mini 5 LED Cell Controlled Lantern, including excavation, disposal and reinstatement to match surface finish.	1	No	883.87	883.87
2	NEW UMS SERVICE (Includes excavation of joint hole and laying service duct in trench including reinstatement of composite surface types. Includes for main/service joint, service cable wiring cut out, fuses and includes terminating tails into cut out).	1	No	1,542.82	1,542.82
Grand Total (subject to VAT)					£ 2,426.69

Annex 4 - Conditions of Contract

1. DEFINITIONS AND INTERPRETATION

1.1 In the Contract the following words have the following meanings:

Advance Payment: means the advance payment specified in the Particulars of Contract;

Advance Payment Due Date: has the meaning given to it in the Particulars of Contract;

Advance Payment Final Date: has the meaning given to it in the Particulars of Contract;

Affiliate: means any entity that directly or indirectly controls, is controlled by or is under common control with, the relevant Party;

Aggregate Limit: has the meaning given to it in Clause 18.58.4 (*Liability*);

Associated Company: means a company which is a subsidiary, a holding company, a parent company or any other company within the same group of companies as the Company;

Bribery Laws: means the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption;

CDM Regulations: means the Construction (Design & Management) Regulations 2015 (as amended);

Company: means Balfour Beatty Living Places Limited whose registered office is at The Curve Building, Axis Business Park, Hurricane Way, Langley, Berkshire, United Kingdom, SL3 8AG and registered in England and Wales under number: 02067112, an agent of Balfour Beatty Group Limited whose registered office is at 5 Churchill Place, Canary Wharf, London England, E14 5HU and registered in England and Wales under number: 101073;

Company Parties: means: (i) the Associated Companies; and (ii) any consultants, contractors and sub-contractors that the Company has engaged for the Works from time to time;

Conditions: means these conditions of contract;

Confidential Information: means any information disclosed by the Company to the Customer pursuant to the Contract, including without limitation: commercial information, communications protocols, components of intellectual property, Customer lists, data, drawings, financial and marketing information, know-how, methods of encryption, operation manuals, programs, schematics, source codes, technical information and other source materials, technical specifications and trade secrets, in whatever form or any other information specified by the Company as being "Confidential Information" whether before or after its disclosure;

Contract: means the contract formed of the following contract documents:

- (a) the Quotation Letter;
- (b) the Particulars of Contract;
- (c) these Conditions,

and also includes the documents annexed to the Quotation Letter or expressly referred to in the foregoing contract documents.

Controller: shall have the meaning given in applicable Data Protection Laws from time to time;

Cost: means all the cost and expenditure incurred (or to be incurred) by the Company plus the application of an additional twenty per cent (20%) to cover overheads and profit, whether such cost and expenditure are incurred either on or off the Site, in the event of Relief Events and Force Majeure;

Customer: has the meaning given to it in the Particulars of Contract;

Customer Parties: means: (i) the Customer's Affiliates; and (ii) any consultants, contractors and sub-contractors that the Customer or its Affiliates have engaged, excluding the Company and the Company Parties;

Data Protection Laws: means, as binding on either party or the Works:

- (a) the GDPR;
- (b) the Data Protection Act 2018;
- (c) any laws which implement any such laws; and
- (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

Data Protection Particulars: has the meaning given to it in the Particulars of Contract;

Data Subject: has the meaning in applicable Data Protection Laws from time to time;

Defect: means any damage to or fault in the Works arising due to a breach of Clause 3 (*The Performance of the Works*) by the Company;

Design: means any:

- (a) design of the Works; or
- (b) selection or specification of the goods, materials and workmanship for the Works,

that the Company is stated to be responsible for in the Particulars of Contract;

Due Date: has the meaning given to it in the Particulars of Contract;

Effective Date: means the earlier of:

- (a) the Customer's acceptance of the Company's offer in accordance with the Quotation Letter; or
- (b) the Company commencing the performance of the Works;

Equipment: means any apparatus, equipment, machinery, materials, plant, vehicles the Company utilises for the Works;

Final Date for Payment: has the meaning given to it in the Particulars of Contract;

Force Majeure Event: means any event or sequence of events beyond the Company's reasonable control, and whether foreseeable or not, that prevents or delays the Company from performing its obligations under the Contract including, without limitation, acts of God, acts of terrorism, governmental actions, war or national emergency, adverse weather conditions, fire, lightning, epidemic, pandemic, explosion, storm, flood, escape of water from any water tank, apparatus or pipe, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials and/or any similar event;

GDPR: means the General Data Protection Regulation, Regulation (EU) 2016/679;

Goods: means any goods, materials or plant the Company is to provide to the Customer as part of the Works;

Insolvent: means a Party:

- (a) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- (b) has a freezing order made against it;
- (c) has a petition presented to any court for its winding up or an application is made for an administration order, or any winding-up or administration order is made against it;
- (d) has a receiver, manager, administrator or administrative receiver appointed over all or any part of its undertaking, assets or income;
- (e) has a resolution passed for its winding up;
- (f) is subject to any procedure for the taking control of its goods that is not withdrawn or discharged within thirty (30) days of that procedure being commenced;
- (g) is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items;
- (h) is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Supplier reasonably believes that to be the case;
- (i) stops carrying on all or a significant part of its business, or indicates in any way that it intends to do so; or
- (j) is subject to any events or circumstances analogous to those in clauses (a) to (i) in any jurisdiction;

International Organisation: has the meaning given in the applicable Data Protection Laws from time to time;

Parties: means the Company and the Customer (each being a "Party");

Particulars of Contract: means the particulars of contract annexed to the Quotation Letter;

Pay Less Notice: means a written notice specifying (i) the sum which the Customer considers to be due to the Company at the date the notice is given; and (ii) the full details of the basis on which that sum is calculated;

Personal Data: has the meaning given in the applicable Data Protection Laws from time to time;

Personnel: means the agents, consultants, directors, employees, officers, staff and other workers of the relevant party;

Price: means the prices for the Works set out in the Particulars of Contract as contained in Annex 2 (as may be adjusted in accordance with these Conditions and following remeasurement);

Processing: has in Clause 17 (*Processing of Personal Data*) only the meaning given to it in applicable Data Protection Laws from time to time (and related expressions, including "**process**", "**processed**", and "**processes**" shall be construed accordingly in Clause 17 (*Processing of Personal Data*));

Processor: has the meaning given to it in applicable Data Protection Laws from time to time;

Protected Data: means Personal Data received from or on behalf of the Customer in connection with the performance of the Company's obligations under the Contract;

Provisional Sum: means a sum provided for the purchase of Goods required to undertake the Works as instructed by the Customer;

Relief Event: means any event or sequence of events that adversely affects, delays, impedes or prevents the Company performing the Works and is caused by or attributable to:

- (a) any ambiguity, discrepancy, error, inconsistency or omission in any design, document or other information provided by the Customer in respect of the Contract;
- (b) the conditions on or adjacent to the Site (including without limitation the conditions of access, any existing structures, ground conditions and any obstructions (in each case whether or not they could have been foreseen by the Company or were unforeseeable));
- (c) the Customer or the Customer Parties (or the Customer's Personnel or the Customer Parties' Personnel) on or adjacent to on Site; or
- (d) the Customer's breach, default or negligence in respect of its duties and obligations under and in connection with this Contract;

Remediation Exclusions: has the meaning given to it in the Particulars of Contract;

Remediation Period: has the meaning given to it in the Particulars of Contract;

Site(s): means the place or places where the Works are to be provided (as specified in the Particulars of Contract or as the Parties may otherwise agree);

Sub-Processor: means any agent, subcontractor or other third party (excluding its employees) engaged by the Company for carrying out any processing activities on behalf of the Customer in respect of the Protected Data;

Quotation Letter: means the Company's letter setting out its quotation for the Works;

Variation: means:

- (a) any change to the Works; or
- (b) any change to the Company's duties or obligations for providing the Works under the Contract or the conditions under which the Customer requires the Company to perform the Works;

Works: means the works described in the Particulars of Contract (as may be amended by any Variation); and

Working Day: means a day (other than a Saturday or Sunday or public holiday) when banks are open for domestic business in London.

1.2 In the Contract, unless otherwise specified or the context otherwise requires:

- (a) reference to any party includes that Party's permitted assignees, successors and transferees;
- (b) reference to a statute or statutory provision is a reference to it as it is in force from time to time and includes:
 - (i) any statute, statutory provision or subordinate legislation which it amends or re-enacts; and
 - (ii) any subordinate legislation made from time to time under that statute or statutory provision;

- (c) reference to these Conditions or to any other document is a reference to these Conditions or to that other document as amended, assigned, modified, novated, replaced, supplemented or varied (in each case, other than in breach of the provisions of these Conditions) at any time;
- (d) references to a "**Clause**" are references to a clause of the Contract and references to an "**Annex**" are references to annexures to the Quotation Letter;
- (e) words in one gender include all other genders;
- (f) words in the singular include the plural and vice versa; and
- (g) words referring to the whole are treated as including reference to any part of the whole.

1.3 In the Contract:

- (a) general words are not to be given a restrictive meaning because they are followed by particular examples and any phrase introduced by the words "**including**", "**include**", "**in particular**" or any similar expression is to be construed as illustrative only and is not to be construed as limiting the generality of any preceding words;
- (b) the marginal words, table of contents and other headings are for convenience only and shall not be taken into consideration in the interpretation of the Contract;
- (c) the words "**other**" and "**otherwise**" are not to be construed *eiusdem generis* with any preceding words where a wider construction is possible; and
- (d) words indicating persons or parties include corporations and other legal entities, except where the context requires otherwise.

2. **EFFECTIVE DATE AND APPLICATION OF TERMS**

- 2.1 The Contract shall be effective between the Customer and the Company from the Effective Date.
- 2.2 The Contract constitutes the entire agreement between the Parties. The Contract supersedes any prior agreements, arrangements of any nature, drafts, representations, understandings, undertakings and warranties between the Parties, whether or not in writing, in relation to the subject matter of this Contract. Without limitation to the generality of the foregoing, the Customer agrees that the terms of the Contract shall exclude and prevail over any inconsistent terms and conditions that the Customer has proposed or purported to apply or give precedence in respect of the Company performing the Works.
- 2.3 No amendments to the Contract shall have any effect unless agreed in writing and signed by both Customer and the Company.
- 2.4 The Customer acknowledges that it has not relied upon and shall not rely upon, and shall have no right or remedy in respect of any statement, representation, assurance of warranty (whether made negligently or innocently) by the Company which is not set out in the Contract.
- 2.5 Except where the Parties have agreed otherwise in writing, these Conditions shall be deemed to apply to any other contract between the Parties for the provision of works similar in nature to the Works.

3. **THE PERFORMANCE OF THE WORKS**

- 3.1 The Company shall carry out and complete the Works:
 - 3.1.1 in a proper and workmanlike manner;

- 3.1.2 so that the Goods are in accordance with any descriptions given within the Particulars of Contract; and
- 3.1.3 to the extent the Company is responsible for any Design, the Design shall be performed in accordance with Clause 4 (*Design*).

3.2 Unless expressly included within the Particulars of Contract, all drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the goods, materials and plant described in them and do not form part of the Contract.

3.3 If a specification or other standard is to apply to the Works, the specification or standard shall apply only where it is expressly provided for in the Particulars of Contract or to the extent it may not be excluded under applicable laws.

4. **DESIGN OBLIGATIONS**

4.1 The Company shall perform any Design exercising no more or less than the reasonable skill and care to be expected of a professional providing services of a similar nature and scope to the Design.

4.2 The Company may from time to time change the Design in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or price for the Services.

5. **REMEDIAL PERIOD**

5.1 The Company shall remedy any Defect in the Works that arises during the Remedial Period.

5.2 The Company shall have no duty, obligation or liability pursuant to Clause 5.1 (*Remedial Period*) unless:

5.2.1 the Customer gives written notice of the breach to the Company within twenty-eight (28) days of the date when the Customer discovers or ought reasonably to have discovered the Defect; and

5.2.2 the Company is given a reasonable opportunity after receipt of the Customer's notice under Clause 5.2.2 (*Remedial Period*) to examine the Defect and the Customer (if asked to do so by the Company) returns the Works affected by the Defect to the Company's place of business for such examination to take place there.

5.3 The Company shall have no duty, obligation or liability pursuant to Clause 5.1 (*Remedial Period*) in respect of:

(a) any alteration, modification or repair to the Works carried out by or on behalf of the Customer (without the prior written consent of the Company);

(b) any damage, Defect, fault and/or loss caused by the ~~Customer~~Company continuing to use the Works affected by a Defect: (i) after the ~~Customer~~Company has given notice of a Defect pursuant to Clause 5.2.1 (*Remedial Period*) (without the prior written consent of the Company); and/or (ii) for any period where the Customer has failed to notify the Company of the Defect pursuant to Clause 5.2.1 (*Remedial Period*);

(c) any Goods produced by a third party (excluding any Company Party) where and to the extent the Company has or undertakes to transfer to the Customer the benefit of any guarantee or warranty given to the Company in respect of such Goods;

(d) any failure by the Customer to follow the Company's oral or written instructions as to the commissioning, installation, maintenance, storage or use of the Works or any failure by the

Customer to follow good trade practice in respect of the commissioning, installation, maintenance, storage or use of the Works; and/or

(e) any Remediation Exclusion.

5.4 In the event the Company is obliged to remedy any Defect pursuant to Clause 5.1 (*Remediation Period*), the Company shall at its sole discretion either: repair or replace the affected Works (or any part of such Works); issue a credit note to the Customer for the value of the affected Works; or refund the price paid by the Customer for the affected Works, provided that, if the Company issues a credit note or refunds the Customer in respect of the affected Works, the Customer shall (if asked to do so by the Company) return the Works affected by the Defect to the Company's place of business.

5.5 If the Company complies with Clause 5.4 (*Remediation Period*), it shall have no further liability to the Customer in respect of any Defect in the Works.

6. TIME FOR PERFORMANCE OF THE WORKS

6.1 Subject always to Clauses 13 (*Relief Events and Force Majeure*) and Clause 14 (*Variations*), the Company shall use reasonable endeavours to perform the Works:

(a) with due regard to any dates specified in the Contract for the performance of the Works; or

(b) in the event that no such dates are specified in the Contract, within a reasonable time,

provided that in all cases: (i) any dates specified in the Contract shall be deemed to be estimates only; and (ii) time shall in no case be of the essence in respect of the Company's performance.

6.2 In the event that the Company has failed to comply with Clause 6.1 (*Time for Performance of the Works*), the Customer shall give written notice to the Company setting out the details of the failure within twenty-eight (28) days of the failure. Subject always to Clauses 13 (*Relief Events and Force Majeure*) and Clause 14 (*Variations*), the Company shall thereafter use its reasonable endeavours to complete the relevant Works within twenty (20) Working Days or such longer period as the Customer agree (acting reasonably with regards to the quantity, logistical requirements and nature of the Works).

6.3 In the event that the Company fails to comply with Clause 6.2 (*Time for Performance of the Works*), the Company shall be liable to the Customer for the direct, reasonable and substantiated loss that the Customer incurs as a result of the Company's failure. The Company's liability under this Clause 6.3 (*Time for Performance of the Works*) shall be counted towards the total aggregate limit of the Company's liability pursuant to Clause 18.4 (*Liability*) and limited to ten per cent (10%) of the total aggregate limit under Clause 18.4 (*Liability*).

6.4 Clauses 6.2 and 6.3 (*Time for Performance of the Works*) shall be the Customer's sole and exclusive remedies against the Company in respect of delay.

6.5 The final completion of the Works shall be deemed to have occurred on the earlier of:

(a) the date stated in the completion certificate issued by the Company to the Customer after it has completed the Works; or

(b) the Company submitting its final invoice for the Works pursuant to Clause 10.3 (*Payment*),

unless within ten (10) Working Days of receipt of the certificate of completion or the final invoice (whichever is earlier) the Customer notifies the Company in writing disagreeing that the final completion of the Works has occurred and setting out its reasons for such disagreement (such notice being a "**Notice of Non-Completion**"). In the event the Customer issues any Notice of Non-Completion, the Company shall complete any outstanding elements of the Works and then submit a completion certificate or the final invoice to the Customer.

7. THE COMPANY'S FURTHER OBLIGATIONS

- 7.1 The Company shall use reasonable endeavours to perform the Works in accordance with any specific requirements of the Customer that have been incorporated within the Contract.
- 7.2 The Company shall use reasonable endeavours when performing the Works observe health and safety rules and regulations and any other reasonable security and legal requirements that apply at the Site and that have been communicated to the Company in accordance with Clause 8.1.3 (*The Customer's Obligations*). The Company shall have no liability under the Contract if observation of such requirements results in a breach of any of the Company's obligations under the Contract.
- 7.3 The Company shall comply with the requirements of the CDM Regulations that are applicable to a "contractor" and "designer". The Company is not the "principal contractor" or the "principal designer" for the purposes of the CDM Regulations and shall cooperate with the Customer, and any third party appointed as the "principal contractor" and the "principal designer", to assist them with discharging their respective duties and obligations under Clause 8 (*The Customer's Obligations*) and the CDM Regulations.

8. THE CUSTOMER'S OBLIGATIONS

- 8.1 The Customer shall at its own expense:
- 8.1.1 comply with all laws applicable to the Contract;
 - 8.1.2 co-operate with the Company in all matters relating to the performance of the Works;
 - 8.1.3 ensure that the Company's Personnel and the Company Parties' Personnel at the Site are informed of all health and safety rules and regulations and any reasonable security and legal requirements which apply to the Site and shall provide the Company with all information which is required by the Company for performance of the Contract;
 - 8.1.4 obtain and maintain all necessary agreements, consents, licences and permissions required for the Company and the Company Parties (and the Company's Personnel and the Company Parties' Personnel) to perform the Works at the Site;
 - 8.1.5 provide the Company and the Company Parties (and the Company's Personnel and the Company Parties' Personnel) with: access to the Site; any other access required for the Company to perform the Works; accurate information, data, briefings, induction, equipment (including PPE) for the Company to perform the Works; and any and all other facilities required to allow the Company to the Customer to perform the Works at the Site; and
 - 8.1.6 where the Company utilises any Equipment to perform the Works, the Customer shall:
 - (a) ensure the safety of the Equipment whilst on the Customer's premises and shall keep and maintain the Equipment in good condition, be liable to the Company for any damage or loss to the Equipment, and ensure the Company has access to the Equipment at all times; and
 - (b) not dispose of or use the Equipment, unless the Company provides written authorisation to do so.
- 8.2 The Customer shall comply with the requirements of the CDM Regulations that are applicable to the "client" (including, without limitation, those applicable in respect of the "principal contractor" and the "principal designer").
- 9. PRICE**
- 9.1 The Customer shall pay the Company the Price subject to and in accordance with Clause 10 (*Payment*).

9.2 The Price shall be exclusive of any value added tax and all other charges, costs, expenses, tariffs and taxes arising: (i) in relation to carriage, insurance, loading or unloading; and/or (ii) changes in any laws applicable to the Company's performance of the Contract. The Customer shall be liable for and shall pay any such amounts as additions to the Price.

10. **PAYMENT**

10.1 The Company shall be entitled to be paid the Advance Payment. The Advance Payment shall be due to the Company on the Advance Payment Due Date and shall be paid to the Company by no later than the Advance Payment Final Date.

10.2 The Company shall be entitled to receive interim payments of: (i) the Price for the Works performed or deemed to have been Due Date less an allowance for the Advance Payment paid to the Company in accordance with Clause 10.1 (*Payment*) (the allowance being a sum that is in the same proportion to the total value of the Advance Payment as the proportion of the value of the relevant interim payment to the total Price for the Works); and (ii) any other sums that the Customer is liable to pay to the Company at each Due Date. The Company may submit to the Customer an invoice specifying the sum that the Company considers is or will be due to it Due Date and the basis on which the sum is calculated. The Customer shall pay the sum specified in the invoice to the Company by no later than the Final Date for Payment.

10.3 On or after the final completion of the Works, the Company may submit or re-submit as necessary a final invoice to the Customer specifying the final sum that the Company considers is due to it under the Contract. The final invoice shall allow for the value of the Advance Payment and all interim payments received pursuant to Clause 10.2 (*Payment*). The final sum specified in the final invoice shall be paid by the Customer by no later than thirty (30) days from the date of the final invoice.

10.4 No payment shall be deemed to have been received until the Company has received cleared funds.

10.5 The Customer shall make all payments due under the Contract with no deduction and no set-off, counterclaim, discount, abatement or otherwise permitted, unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

10.6 If the Customer fails to pay the Company any sum due to the Company pursuant to the Contract by the final date for payment, the Customer will be liable to pay the Company statutory interest accordance with the Late Payment of Commercial Debts (Interest) Act 1998 in respect of such sum. The statutory interest shall be applied from the final date for payment of the sum until the date on which the sum and all interest then due is paid to the Company.

10.7 If the Customer intends to pay less than the sum stated in the Company's invoice pursuant to Clause 10.2 (*Payment*) or final invoice pursuant to Clause 10.3 (*Payment*), the Customer shall, not later than five (5) Working days before the Final Date for Payment, the date for paying the final invoice pursuant to Clause 10.3 (*Payment*), or the date for paying the termination invoice pursuant to Clause 19.3.2 (*Termination and Suspension*) give the Company a Pay Less Notice. Where a Pay Less Notice is given, the payment to be made on or before the Final Date for Payment, the date for paying the final invoice pursuant to Clause 10.3 (*Payment*), or the date for paying the termination invoice pursuant to Clause 19.3.2 (*Termination and Suspension*) shall not be less than the amount stated in the Pay Less Notice.

11. **RISK AND TITLE IN THE GOODS**

11.1 The risk for any damage or loss to the Goods shall pass to the Customer when they are provided or deemed to have been provided by the Company at the Site.

- 11.2 The title to the Goods shall pass to the Customer when the Company has been paid for the Goods under the Contract (in cash or cleared funds and with payment of any interest or other sums payable by the Customer under the Contract in respect of the Goods).
- 11.3 The Customer's right to any possession of the Goods prior to the transfer of title in accordance with Clause 11.2 (*Risk and Title in the Goods*) shall terminate with immediate effect in the event:
- 11.3.1 the Customer is Insolvent; or
- 11.3.2 the Customer encumbers or in any way charges any of the Goods.
- 11.4 Where the title to the Goods has not passed to the Customer, the Customer grants the Company and the Company Parties (and the Company's Personnel and the Company Parties' Personnel) an irrevocable licence at any time to enter any premises where the Goods are or may be in order to inspect them and, where the Customer's right to possession, has terminated in accordance with Clause 11.3 (*Risk and Title in the Goods*), the Company may use any facilities and/or equipment necessary at the relevant premises to recover the Goods.
12. **INTELLECTUAL PROPERTY RIGHTS IN THE WORKS**
- 12.1 The copyright and any other intellectual property rights in respect of or created in relation to the performance of the Works shall remain vested or vest in the Company.
- 12.2 The Company grants to or shall procure for the Customer a non-exclusive licence to make reasonable use of the copyright and any other intellectual property rights in the Works (including in any documents or materials in any format delivered by the Company as part of its performance of the Works).
- 12.3 The Company shall not be liable to the Customer for any use of the copyright and any other intellectual property rights in respect of the Works (including in any documents or materials in any format delivered by the Company as part of its performance of the Works) for any purposes other than those for which they were provided by the Company under the Contract.
13. **RELIEF EVENTS AND FORCE MAJEURE**
- 13.1 In the event that the Company is delayed, hindered or prevented in its performance of the Works by any Relief Event or any Force Majeure Event, the Company may either:
- (a) postpone the performance of the Works to allow for the Relief Event or Force Majeure Event and add the Cost it has or will suffer as a result of the Relief Event or the Force Majeure Event to the Price; or
- (b) reduce the Works ordered by the Customer and make any necessary adjustment to the Price to reflect the reduction.
- 13.2 In the event any Force Majeure Event continues for a continuous period in excess of sixty (60) days or an aggregate period in excess of ninety (90) days, the Customer or the Company may terminate the Contract by giving the other not less than fourteen (14) days' written notice. The terms of Clause 19.3 (*Termination and Suspension*) shall then apply.
14. **VARIATIONS**
- The Company may, at its sole discretion, agree to perform any Variation requested by the Customer. Where the Company agrees to perform any Variation, the Customer and the Company shall agree any necessary changes to the Works and the timescales for any performance of the Works, and an appropriate adjustment to the Price. Annex 2 of the Quotation Letter states the pricing basis of a Variation. The Customer shall, within ten (10) Working Days of any request by the Company to do so, issue a written notice to the Company confirming the agreed details effects of any Variation.

15. **ANTI-BRIBERY**

- 15.1 For the purposes of this Clause 15 (*Anti-Bribery*) the expressions "**adequate procedures**" and "**associated with**" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.
- 15.2 Each Party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and use all reasonable endeavours to ensure that:
- (a) all of that Party's Personnel;
 - (b) all others associated with that Party; and
 - (c) all of that Party's subcontractors;
- involved in performing the Contract so comply.
- 15.3 Without limitation to Clause 15.2 (*Anti-Bribery*), neither Party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.
- 15.4 Each Party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 15 (*Anti-Bribery*).
- 15.5 The Parties shall conduct themselves in accordance with the Balfour Beatty Code of Conduct (as published on <https://www.balfourbeatty.com/>).

16. **CONFIDENTIALITY**

- 16.1 The Customer shall keep confidential all Confidential Information of the Company and shall only use the same as required to obtain the benefit of this Contract. The provisions of this Clause 16.1 (*Confidentiality*) shall not apply to:
- 16.1.1 any information which was in the public domain at the date of the Contract;
 - 16.1.2 any information which comes into the public domain subsequently other than as a consequence of any breach of the Contract or any related agreement;
 - 16.1.3 any information which is independently developed by the Customer without using information supplied by the Company or any of the Company Parties; or
 - 16.1.4 any disclosure required by law or a regulatory authority or otherwise by the provisions of the Contract,
- except that the provisions of Clauses 16.1.1 to 16.1.4 (*The Customer's Obligations*) shall not apply to information to which Clause 16.2 (*The Customer's Obligations*) relates.
- 16.2 To the extent any Confidential Information is Protected Data such Confidential Information may be disclosed or used only to the extent such disclosure or use does not conflict with any provisions of Clause 17 (*Processing of Personal Data*).
- 16.3 Neither Party shall:
- 16.3.1 make or authorise any public or private announcement or communication including but not limited to promotional communications, including media relations, social media and marketing activity such as sponsorship, advertising, digital communications, case studies or corporate presentations

("Promotional Communications") concerning the Contract, the Works or their relationship with the other Party; or

- 16.3.2 refer to or use any business name, logo or trademarks (whether registered or not and including any Balfour Beatty registered or unregistered trademarks, logos, business names or corporate branding) of the other Party or its Affiliates in any Promotional Communications,

without the prior written approval of the other Party and in the case of the Customer, without the prior written approval of the Balfour Beatty Group Corporate Communications team located at the Company's Canary Wharf office in London and without complying with the written instructions of the Balfour Beatty Group Corporate Communications team, except in each case as required by law. The Parties' obligations under this Clause 16.3 (*Confidentiality*) include an obligation to ensure that the Customer Parties (in the case of the Customer) and the Company Parties (in the case of the Company) also comply with this Clause 16.3 (*Confidentiality*).

- 16.4 This Clause 16.1 (*Confidentiality*) shall remain in force from the Effective Date to the earlier of three (3) years after: (i) the expiry of the Remediation Period; and (ii) any termination of the Contract.

17. **PROCESSING OF PERSONAL DATA**

- 17.1 The Parties agree that the Customer is a Controller and that the Company is a Processor for the purposes of processing Protected Data pursuant to the Contract. The Customer shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Customer shall ensure all instructions given by it to the Company in respect of Protected Data (including the terms of the Contract) shall at all times be in accordance with Data Protection Laws. Nothing in this Agreement relieves the Customer of any responsibilities or liabilities under any Data Protection Laws.

- 17.2 The Parties acknowledge and agree that the information set out or referred to in Data Protection Particulars of the Contract Particulars, if any, accurately describes the nature and extent of data processing anticipated by the Contract.

- 17.3 The Company shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of the Contract.

- 17.4 The Customer shall indemnify and keep indemnified the Company against all charges, claims, compensation paid to Data Subjects, costs, damages, demands, expenses, fines, interest, legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any investigation by, or imposed by, a supervisory authority), liabilities, losses, penalties and sanctions arising out of or in connection with any breach by the Customer of its obligations under this Clause 17 (*Processing of Personal Data*).

- 17.5 The Company shall only process (and shall ensure Company Personnel only process) the Protected Data in accordance with the Contract (including when making any transfer to which Clause 17.9 (*Processing of Personal Data*)), except to the extent:

- (a) that alternative processing instructions are agreed between the parties in writing; or
- (b) otherwise required by applicable laws (and shall inform the Customer of that legal requirement before processing, unless applicable laws prevent it doing so on important grounds of public interest).

- 17.6 Taking into account the state of technical development and the nature of processing, the Company shall implement and maintain suitable the technical and organisational measures to protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access.

- 17.7 The Company shall:

- 17.7.1 not permit any processing of Protected Data by any agent, subcontractor or other third party (except its or its Sub-Processors' own employees in the course of their employment that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the written authorisation of the Customer;
 - 17.7.2 prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-Processor under a written contract containing materially the same obligations as under this Clause 17 (*Processing of Personal Data*) (including those relating to sufficient guarantees to implement appropriate technical and organisational measures) that is enforceable by the Company and ensure each such Sub-Processor complies with all such obligations;
 - 17.7.3 remain fully liable to the Customer under the Contract for all the acts and omissions of each Sub-Processor as if they were its own; and
 - 17.7.4 ensure that all persons authorised by the Company or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.
- 17.8 The Company shall (at the Customer's cost):
- 17.8.1 assist the Customer in ensuring compliance with the Customer's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to the Company; and
 - 17.8.2 taking into account the nature of the processing, assist the Customer (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Customer's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.
- 17.9 The Company shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the United Kingdom or to any International Organisation without the written consent of the Customer.
- 17.10 The Company shall, in accordance with Data Protection Laws, make available to the Customer such information that is in its possession or control as is reasonably necessary to demonstrate the Company's compliance with the obligations placed on it under this Clause 17 (*Processing of Personal Data*) and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Customer (or another auditor mandated by the Customer) for this purpose (subject to a maximum of one audit request in any twelve (12) month period under this Clause 17.10 (*Processing of Personal Data*)).
- 17.11 On the end of the provision of the Works relating to the processing of Protected Data, at the Customer's cost and the Customer's option, the Company shall either return all of the Protected Data to the Customer or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires the Company to store such Protected Data. This Clause 17 (*Processing of Personal Data*) shall survive termination or expiry of the Contract.
18. **LIABILITY**
- 18.1 No provision of the Contract or this Clause 18 (*Liability*) shall operate or be interpreted to exclude or limit either Party's liability for:
- (a) death and personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; or

- (c) any other liability that may not be excluded under applicable laws.
- 18.2 The provisions of this Clause 18 (*Liability*) are without prejudice to any other conditions, exclusions, limits and limitations of liability set out in the Contract.
- 18.3 Notwithstanding any other clause of the Contract but subject to Clause 18.1 (*Liability*), the Company shall not be liable to the Customer for: (i) any indirect and/or consequential loss or damage; or (ii) for any loss of any contract or opportunity, loss of data, loss of goodwill, loss of opportunity, loss of profit, loss of revenue, loss of use and/or the costs of obtaining any new financing or maintaining any existing financing, in each case whether arising by way of breach of contract, contribution, general, guarantee or warranty, product liability, strict liability, termination, tort (including negligence) or any other legal theory.
- 18.4 Notwithstanding any other clause of the Contract but subject to Clause 18.1 (*Liability*), the Company's total aggregate liability under or in connection with the Contract and whether arising by way of breach of contract, contribution, general or liquidated damages, guarantee or warranty, obligation to issue credit notes, product liability, strict liability, termination, tort (including negligence) or any other legal theory shall be limited to:
- (a) one hundred thousand pounds sterling (£100,000); or
- (b) the amount stated in the Particulars of Contract (if any),
- (the "**Aggregate Limit**").
- 18.5 Notwithstanding any other clause of the Contract but subject to Clause 18.1 (*Liability*), the Parties agree that, save in respect of Clause 15 (*Anti-bribery*), Clause 16 (*Confidentiality*) and Clause 17 (*Processing of Personal Data*), the Company shall have no liability to the Customer for any duty or obligation under or in connection with this Contract following the expiry of six (6) years from the Effective Date.
- 18.6 The Company's duties and obligations in respect of any Design shall be limited in all cases to the obligation to exercise of the reasonable skill and care stated at Clause 4.1 (*The Services*) and its liability in respect of such design limited to twenty per cent (20%) of the Aggregate Limit.
- 18.7 Notwithstanding any other provision of the Contract, all conditions, terms and warranties implied by statute or common law in respect of the Company's performance of the Contract are excluded from the Contract. Without prejudice to the generality of the foregoing, the Company shall in no circumstances have any duty, obligation or liability under or in connection with the Contract in respect of the design, selection/specification of materials, and/or the workmanship in the Works being fit for purpose. This Clause 18.7 (*Liability*) shall only operate to the extent such an exclusion is permitted by law and shall not limit the Company's duties pursuant to section 2 of the Sale of Goods and Services Act 1982 (as may be amended) or section 12 of the Sale of Goods Act 1979 (as may be amended) to the extent either is applicable to the Contract.
- 18.8 The Customer shall indemnify and keep indemnified the Company against all charges, claims, costs, damages, demands, expenses, fines, interest, legal and other professional costs, liabilities, losses, penalties and sanctions arising out of or in connection with:
- 18.8.1 any breach, default or negligence by the Customer in respect of its duties and obligations under and in connection with this Contract; or
- 18.8.2 any death, personal injury or damage to property caused by the Customer or the Customer Parties (or the Customer's Personnel or the Customer Parties' Personnel).
- 18.9 The Customer shall at all times use all reasonable endeavours to mitigate any liability of the Company under or in connection with the Contract.

19. TERMINATION AND SUSPENSION

19.1 Either Party may immediately terminate the other Party's engagement under the Contract by giving written notice to the other Party if:

19.1.1 the other Party is in material breach of its obligations under the Contract and has failed to remedy the material breach within twenty (20) Working Days of written notice from the Party specifying the material breach, requiring the material breach to be remedied and expressly referring to an intention to terminate pursuant to this Clause 19.1.1 (*Termination and Suspension*);

19.1.2 the other Party becomes Insolvent; or

19.1.3 the other Party has breached Clause 15 (*Anti-Bribery*).

19.2 If the Customer fails to pay the Company in accordance with Clause 10 (*Payment*), then the Company may, without prejudice to its other rights and remedies pursuant to this Contract, suspend the performance of any or all of its obligations under the Contract and the period of suspension shall be a Relief Event to which Clause 13.1 (*Relief Events and Force Majeure*) applies. The right to suspend performance shall cease when the Customer makes payment of the full outstanding amount and any other sums accruing as a result of the non-payment to the Company. The Company shall be entitled to terminate this Contract with immediate effect by written notice in the event that the period of suspension under this Clause 19.2 (*Termination and Suspension*) exceeds twenty (20) Working Days.

19.3 Following any termination of this Contract:

19.3.1 the Company shall leave the Site and remove any Equipment from the Site or the Customer premises as soon as reasonably practicable; and

19.3.2 the Company shall be entitled to payment for the Works it has performed or commenced performing at the date of the termination and any other sums payable under this Contract and may submit a termination invoice to the Customer specifying the final sum that the Company considers to be due to it under the Contract following the termination, such sum shall then be paid by the Customer by no later than ten (10) Working Days from the date of the termination invoice.

19.4 In the event the Contract is terminated by the Company pursuant to Clauses 19.1 or 19.2 (*Termination and Suspension*), the Company's payment pursuant to Clause 19.3.2 (*Termination and Suspension*) shall include the additional costs, expenses and losses that the Company incurs or reasonably anticipates it will incur as a result of the termination.

19.5 In the event the Contract is terminated by the Customer pursuant to Clauses 19.1 or 19.2 (*Termination and Suspension*), the Customer shall be entitled to a reduction of the payment pursuant to Clause 19.3.2 (*Termination and Suspension*) to reflect the additional costs, expenses and losses it has incurred as a direct result of the termination.

19.6 The termination of the Contract, howsoever arising, shall be without prejudice to the rights and remedies of either Party in relation to any act, omission or default of the other prior to such termination.

19.7 The Customer's rights of termination pursuant to this Clause 19 (*Termination and Suspension*) shall be the Customer's sole and exclusive rights of termination in respect of the Contract.

20. INSURANCE

20.1 The Customer shall have in place such insurances with reputable insurers incorporated in the United Kingdom as are necessary to cover its duties, obligations and liabilities under the Contract. On request, the Customer shall supply so far as is reasonable evidence of the maintenance of the insurance and all of its terms from time to time applicable.

- 20.2 The Company shall have in place with reputable insurers incorporated in the United Kingdom:
- (a) employer's liability/public liability insurance - not exceeding £10 million in the aggregate; and
 - (b) professional indemnity insurance - not exceeding £2 million in the aggregate.
21. **ASSIGNMENT**
- 21.1 The Customer shall not assign, transfer, charge or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the Company.
- 21.2 The Company may at any time assign, novate, transfer, charge, sub-contract or otherwise dispose of its rights and obligations to an Associated Company and may delegate or sub-contract in any manner any or all of its obligations under the Contract to any third party or agent.
22. **GENERAL**
- 22.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 22.2 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of the Contract shall not be affected.
- 22.3 If any provision of the Contract (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion or modification, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision.
- 22.4 No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under the Contract shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.
- 22.5 A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of the Contract.
- 22.6 Any notice given by a Party under the Contract shall be given in writing and given to the addresses specified in the Particulars of Contract. Notices shall be deemed to have been duly received:-
- 22.6.1 by email: at the time that the email enters into the information system of the intended recipient (or on the next Working Day if the email enters into such information system after 4pm or if not delivered on a Working Day) provided that no error message indicating failure to deliver has been received by the sender;
 - 22.6.2 by hand: when left at the relevant address; or
 - 22.6.3 by pre-paid, first class mail, recorded delivery or registered mail or courier: on the second Working Day after posting in the absence of evidence to the contrary.
23. **LAW AND DISPUTE RESOLUTION**
- 23.1 The Contract and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

- 23.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Contract, its subject matter or formation (including non-contractual disputes or claims).
- 23.3 Notwithstanding any other provision of this Contract, if any dispute or difference arises under this Contract either Party may refer it to adjudication in accordance with Part I of the Schedule to The Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended). The nominating body for the selection of the adjudicator will be the Technology and Construction Solicitors' Association.
- 23.4 If either Party intends to dispute the adjudicator's decision, it must serve a notice on the other Party stating its intention to refer the dispute for final determination by way of court proceedings. If neither Party serves such notice within twenty-eight (28) days of the adjudicator's decision, the adjudicator's decision will be final and binding on the parties.
24. **Ground Conditions**
- 24.1 In the event that the Company encounters unforeseen or unknown ground conditions during the course of the Company Works, including (but not limited to) archaeological remains, endangered species or habitats, contamination, unchartered and chartered services, obstructions, works to be undertaken by hand dig or vacuum excavation, or adverse ground conditions (whether hard or soft), the Company shall notify the Contractor.
- 24.2 The Company shall be entitled to:
- 24.2.1 a variation to the Company Works and an adjustment to the Company Sum to reflect any additional cost incurred: and
- 24.2.2 a fair and reasonable extension of time for any delay caused
- 24.3 For the avoidance of doubt, the Company Sum does not include any allowance for unforeseen or unknown ground conditions of any kind, and the Company shall not be deemed to have accepted liability for such risks.

TOFT PARISH COUNCIL MONTHLY FINANCIAL STATEMENT

Dec-25

Summary of previous month

Balance brought forward	<u><u>106,100.21</u></u>
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Adjustments

Expenditure approved at previous / between meetings

TOFT PEOPLES HALL	ROOM HIRE	-15.00
UNITY TRUST	SERVICE CHARGE	-6.00
WILLIAM EVERS DEN CHARITY	ALLOTMENT RENT RECEIVED IN	-30.00

Credits

Total Adjustments	-51.00
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Balance revised after adjustments	<u><u>106,049.21</u></u>
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Bank Reconciliation to latest statement

Account	Funds	Statement	Outstanding
Unity Trust Bank	67,845.27	67,985.17	-139.90
Nationwide BS	38,203.94	38,203.94	
Total	106,049.21	106,189.11	-139.90

Expenditure for approval

SALARIES		£ 579.19
LGS SERVICES	ADMIN SUPPORT OCT	510.74
LGS SERVICES	ADMIN SUPPORT NOV	503.12
MD LANDSCAPES	GRASSCUTTING	525.00

2,118.05

Balance C/F	<u><u>103,931.16</u></u>
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Ben Stoehr

Responsible Financial Officer

Notes:

Late invoices will be brought to the meeting



Ben Stoehr
Toft Parish Council
clerk@tpc.toft.org.uk

Our ref: **Parish Precepts 2026.27**

20 November 2025

Contact email:
accountancy@scambs.gov.uk

Dear Sir/Madam

Re: Local Government Finance Act 1992 – Parish Precepts

This letter is sent to all Town Councils, Parish Councils and Parish Meetings in South Cambridgeshire.

I am writing to advise you of our estimates for the tax base for your parish for 2026-27. This is an opportunity for you to check our estimates of your tax base before we formally set the tax base in December 2025. Please note that there have been some difficulties in forecasting the tax base this year, due to the impact of the uncertain economic environment and new charges which will come into force. This will consist of the introduction of second home charges and the changes to levies for empty properties.

If you have any feedback, please respond by no later than **17 December 2025**. We are currently undertaking additional work to establish the number of properties on larger developments which may affect the final numbers. Those effected will be contacted directly with any changes.

We are also seeking to obtain from you the precept information we need to finalise our budgets.

Appendix A is a consultation document setting out proposals for payment of Parish Precepts by the District Council in 2026-27. If you would like to comment on this document, please do so by **17 December 2025**.

Please answer the following questions:

Question 1

Do you wish to comment on the enclosed consultation document Appendix A?

*If yes, please reply to dawn.graham@scambs.gov.uk before **17 December 2025**, otherwise see question 2.*

Question 2

How much will your Council require by way of precept in 2026-27? Please state your requirements as an amount of money.

Please reply to accountancy@scambs.gov.uk by **30 January 2026**, including **nil** precepts by completing the form **Appendix D**.

The Council is working in conjunction with Cambridgeshire County Council and the Fire and Police Authorities to produce a combined information pack which will be available from the Council's website by the time the Council Tax bills are sent out. Your answers to Question 2 above will provide us with the information required for this information pack to be prepared.

Some Parishes find it helpful to have details of the estimated tax base for the Parish when they determine their precept.

Appendix B is a schedule showing the estimated tax base for all the Parishes for 2026-27.

Appendix C is explanatory information on how the Council Tax Base is calculated.

Appendix D should be completed and returned by ALL parishes with your precept request – even for NIL requests.

Where local councils request £140,000 or more, they are required to provide details of their spending plans by using the template at the bottom of Appendix D. This information is made available to Council Taxpayers in the Council Tax leaflet distributed with the annual bills.

Payment will be made directly to the Parish Council bank account via BACS. If your Parish has changed its bank details in the last year, please complete **Appendix E** and return it with your precept request. The remittance advice will be sent via email – please complete the details in Appendix D.

If you have any queries, please do not hesitate to contact me.

Yours faithfully

Farzana Ahmed

Head of Finance

Aide-memoire:

Task	Due Date	Completed
Comments/Feedback regarding Consultation (Appendix A) - <i>Optional</i>	17/12/2025	
Comments/Feedback regarding Tax Base to dawn.graham@scambs.gov.uk (Appendix B) – <i>Optional</i>	17/12/2025	
Parish Precept Requirement (Appendix D)- <i>Essential</i> Please return to accountancy@scambs.gov.uk by:-	30/01/2026	
Submission of Bank Details (Appendix E) – <i>If changed</i> .	30/01/2026	

APPENDIX A

LOCAL GOVERNMENT FINANCE ACT 1992

PARISH PRECEPTS

1. CONSULTATION

1.1 The consultation relating to the payment of precepts covers the: -

- i. frequency of payment.
- ii. dates on which payments are to be made; and
- iii. calculation of each amount.

1.2 Regulations provide that at least 50% of the precept must be paid within 30 days of the start of the financial year and the remaining 50% within 6 months of the start of the financial year. Payment of precepts issued after the beginning of the financial year will be delayed.

1.3 The proposed schedule for the payment of precepts for 2026-27 are as follows: -

- a) The first instalment will be paid by Friday 24 April 2026. In the case of a precept of £25,000 or less, the full precept will be paid. In all other cases the amount of the first instalment will be £25,000 or 50% of the precept, whichever is greater.
- b) Any balance will be paid by 25 September 2026.

1.4 Please let me have any comments you wish to make by the 17 December 2025.

1.5 Please submit your Parish precepts no later than the 30 January 2026.

2. PARISH & TOWN COUNCIL ELECTIONS

2.1 All Parish (and Town) Councils in South Cambridgeshire will have elections in May 2026.

2.2 SCDC will invoice Parishes in respect of the costs of running 2026 parish elections. Parishes should ensure they have budgeted for these costs.

2.3 Parish elections in 2026 are scheduled to take place alongside District Council elections, and the costs will be shared as appropriate.

2.4 There has been some media speculation that due to Local Government Reorganisation (LGR) the government may decide to cancel District Council elections. We currently expect that district council elections will go ahead – if that position changes, we will let parish and town councils know as soon as possible. If the government do decide to cancel district elections, it is likely that parish and town council elections will still take place.

2.5 It is not possible to predict the exact cost of a Parish Council election. As a rule the costs of a contested election will be charged on the following basis (if combined with a district council poll):

- A 50% share of the costs where the charge relates to a shared cost, such as polling station rent, staffing costs and poll cards
- All costs where separate provision is made for the parish, such as nominations, postal voting costs and ballot paper printing

2.6 The costs of elections have increased significantly over the last few years. Assuming that any Parish Election is held alongside a contested District Council election, parishes may expect to see the below approximate recharge:

Parish, Town or Parish Ward Electorate	Potential approximate recharge
0 – 1000	£1,000 - £1,500
1001 – 2000	£2,000 - £2,500
2001 – 3000	£3,000 - £3,500
3001 – 4000	£4,000 - £4,500
4000+	Costs will rise in line with size of electorate

2.7 Many variable factors can affect the cost of running an election. The figures above are rough estimates only. If the election is not combined with a district council election, the cost will be higher

2.8 In the event of an uncontested Parish Council election (i.e. fewer candidates than seats), the Council will charge a nominal amount to cover the administration of nominations and the services of the Returning Officer. This charge will be £15 per parish seat

2.9 If a Parish has an unscheduled by-election in 2026, it is likely that 100% of the costs of that election will need to be recharged to the Parish Council

2.10 The Elections Team will be in touch with clerks early in the new year regarding procedural matters. In the meantime, any questions on 2026 elections should be directed to elections@scambs.gov.uk.

3. LOCAL COUNCIL TAX SUPPORT

3.1 It is expected that there will be some small changes to LCTS scheme which will improve the administration process. The current scheme will likely increase by CPI as at September 2025 (3.8%) from 1 April 2026.

APPENDIX B

COUNCIL TAX BASE - 2026/27

Parish	Tax Base	Parish	Taxbase
Great Abington	486.6	Horningsea	167.1
Little Abington	271.1	Horseheath	224.1
Abington Pigotts	76.5	Ickleton	355.6
Arrington	174.9	Impington	1,638.3
Babraham	125.3	Kingston	143.3
Balsham	761.8	Knapwell	50.9
Bar Hill	1,501.4	Landbeach	415.3
Barrington	701.6	Linton	1,883.9
Bartlow	57.9	Litlington	364.0
Barton	390.7	Lolworth	78.1
Bassingbourn	1,272.8	Longstanton	1,193.7
Bourn	451.9	Longstowe	91.7
Boxworth	103.0	Madingley	119.9
Caldecote	947.7	Melbourn	2,257.8
Cambourne	4,678.0	Meldreth	857.4
Carlton	97.2	Milton	1,777.8
Castle Camps	286.4	Guilden Morden	470.8
Caxton	262.3	Steeple Morden	552.8
Childerley	11.6	Newton	193.2
Chishill	332.9	Northstowe	1677.8
Comberton	925.4	Oakington/Westwick	612.0
Conington	63.0	Orchard Park	877.8
Coton	386.3	Orwell	537.4
Cottenham	2,813.9	Over	1,281.0
Croxton	79.0	Pampisford	157.6
Croydon	112.6	Papworth Everard	1,448.0
Dry Drayton	335.7	Papworth St Agnes	32.9
Duxford	771.2	Rampton	210.5
Elsworth	314.9	Sawston	2,845.6
Eltisley	187.9	Great Shelford	2,093.7
Great Eversden	127.1	Little Shelford	399.3
Little Eversden	274.0	Shepreth	375.9
Fen Ditton	892.7	Shingay-cum-Wendy	77.4
Fen Drayton	423.9	Shudy Camps	151.8
Fowlmere	599.4	Stapleford	1,044.6
Foxton	578.5	Stow-cum-Quy	218.5
Fulbourn	2,127.0	Swavesey	1,101.0
Gamlingay	1,597.6	Tadlow	81.6
Girton	2,329.4	Teversham	1,189.8
Little Gransden	153.1	Thriplow	503.0
Grantchester	257.8	Toft	352.9
Graveley	95.1	South Trumpington	516.6
Hardwick	1,197.6	Waterbeach	2,126.2
Harlton	153.4	Weston Colville	207.8
Harston	853.0	West Wickham	199.3
Haslingfield	735.2	West Wrattling	234.9
Hatley	94.3	Whaddon	227.0
Hauxton	606.5	Whittlesford	837.0
Heydon	125.5	Great Wilbraham	296.8
Hildersham	99.6	Little Wilbraham	209.9
Hinxton	165.8	Willingham	1,760.8
Histon	1,822.8	Wimpole	152.3
		DISTRICT TOTAL	71,165.2

CALCULATION OF COUNCIL TAX BASE

1. All dwellings in the Parish are assessed by the Valuation Office, part of Revenue and Customs, and placed in the following bands:

<u>Valuation Band</u>		<u>Range of Values</u> <u>(at 1991 prices)</u>
A	up to	£40,000
B		£40,001 - £ 52,000
C		£52,001 - £ 68,000
D		£68,001 - £ 88,000
E		£88,001 - £120,000
F		£120,001 - £160,000
G		£160,001 - £320,000
H	more than	£320,000

2. The number of dwellings in each band is then adjusted to take account of:
 - a) reductions in the number of dwellings
 - exempt dwellings
 - diplomats' dwellings (if any)
 - demolitions
 - b) additions to the number of dwelling
 - Ministry of Defence properties (if any)
 - Dwellings awaiting banding
 - New dwellings to be completed and occupied before the end of the next financial year
 - c) Adjustments
 - reductions in banding for disabled persons
 - 25% discount for single adults for Council Tax purposes

3. The adjusted number of dwellings in each band is then expressed as a single figure known as “band D equivalents” by multiplying by the relevant fraction:

<u>Valuation Band</u>	<u>Relevant Fraction</u>
A-	5/9
A	6/9
B	7/9
C	8/9
D	9/9
E	11/9
F	13/9
G	15/9
H	18/9

4. The District Council prudently estimates an allowance for losses on collection which is 0.6% for the next financial year. This percentage reduction is applied to the number of band D equivalents in the previous paragraph to arrive at the tax base for tax setting purposes.
5. The Parish precept divided by the tax base will give the Council Tax to cover Parish Council expenditure for a band D property occupied by two or more adults. The Council Tax for dwellings in other bands is calculated by multiplying by the relevant fractions in paragraph 3.
6. A similar calculation, using the same tax base, is also required for the District council, the County Council and the Police and Fire Authorities. Council Tax setting by the District involves the aggregation of all five calculations to arrive at the total Council Tax bill levied to meet the net expenditure of the Parish, District, County, Fire and Police.
7. The actual Council Tax payable will be reduced if discounts (paragraph 2c) and/or council tax benefits for persons on low incomes apply.
8. An illustration of the tax base calculation is shown on the next sheet:

Toft Parish Council	2026-27 Band D Equivalents
Number of Properties as at October 2025	329
Actual Tax Base on 06.10.2025	355.2
Expected New Properties Chargeable for whole year	3.7
Expected New Properties Chargeable for part of the year	0.0
Add changes to Discounts and Disregards	4.1
Less Discount under LCTS	-8.1
Less Provision for uncollectable (0.6%)	-2.0
Tax Base for the Year	352.9

Appendix D

Parish Precept Requirement 2026-27

(to be completed by **all** parishes and **returned by 30/01/2026** including where a **NIL** precept is set)

Please return to: - accountancy@scambs.gov.uk

Parish: Toft Parish Council

Amount required [words]:

Amount required [figures]: £

Name:

Position:

Please complete contact details for enquiries regarding the precept:

Telephone:

Email for remittance advice:

Where local councils request a precept of **£140,000 or more** from their taxpayers they are required to provide more detail of their spending plans, a template is provided below to assist you, this information will then be included in the Council Tax leaflet distributed to residents with the annual council tax bills.

Toft Parish Council	2025-26 Gross Expenditure £	2025-26 Net Expenditure £	2026-27 Gross Expenditure £	2026-27 Net Expenditure £
Cultural, Environmental and Planning				
Highways, Footpaths and Lighting				
Democratic Representation				
Corporate Management				
Capital Projects				
Total				
Contribution from balances				
Amount of Precept				

BANK DETAILS (*if changed*)

If the bank details change throughout the year, please advise: -

Accounts.payable@scambs.gov.uk

South Cambridgeshire District Council, Accountancy Service, Cambourne Business Park, Cambourne, Cambridge, CB23 6EA

Parish:Toft Parish Council

Address:.....

Bank/Building Society.....

--	--	--

Sort Code

--	--	--	--	--	--	--	--

Account no

E-mail address for remittance advice.....

Contact name.....

Contact telephone number.....

Fax number.....

Authorised signatories:

Signed.....

Position.....

Signed.....

Position.....

Date.....

TAXBASE FACTSHEET

South Cambs District Council

1.What is the Tax base?

This is the average number of band D equivalent properties within your Town/Parish.

2.How the Tax base is calculated

The tax base is produced from the Council Tax system.

All dwellings in the Parish are assessed by the Valuation Office, part of Revenue and Customs, and placed in the following bands:

<u>Valuation</u> <u>Band</u>		<u>Range of Values</u> <u>(at 1991 prices)</u>
A	up to	£40,000
B		£40,001 - £ 52,000
C		£52,001 - £ 68,000
D		£68,001 - £ 88,000
E		£88,001 - £120,000
F		£120,001 -£160,000
G		£160,001 -£320,000
H	over	£320,000

The number of dwellings in each band is then adjusted to take account of:

- a) reductions in the number of dwellings, eg exempt, demolitions.
- b) additions to the number of dwellingeg new builds.
- c) Adjustmentseg single occupancy discounts.

The properties are then translated into band D equivalent's using the ratios below:

Band A 6/9ths	Band B 7/9ths
Band C 8/9ths	Band D 9/9 (1)(one whole)
Band E 11/9ths	Band F 13/9ths
Band G 15/9ths	Band H 18/9ths

Finally, we add on the estimated number of Band D equivalents to be built in the year and apply an allowance for losses on collection rate.

This then gives us the total number of band D equivalent properties to use for the tax base.

3. What is the Tax base used for?

The tax base is used to calculate the Band D charge for each Town/Parish. This is done by dividing the total precept requirement by the tax base. This figure will be compared to the previous year's band D charge and published on the Council's website.

A common query is when the parish have set their precept at the same monetary value as the previous year but find that their charge per band D property has gone up. This will be due to the tax base having gone down i.e. number of properties we can collect from has gone down.

4. Why might the Tax base go down?

The tax base could go down due to more properties in that Town/Parish claiming for discounts, most commonly an increase in the number of properties claiming single occupancy discount. Other factors include homes being demolished, becoming empty, becoming second homes, boundary changes or a change in collection rate.

5. Who decides the precept?

The precept should be approved at the Parish Council's appropriate budget setting committee and a record kept of the approval.

The Appendix D form should be completed, signed and emailed to accountancy@scambs.gov.uk

6. Deadline for confirmation of your Precept Requirement

The deadline for Precept Requirements is sometime around the end of January. This is to ensure that all the data is available for setting the Council Tax which is done by the middle of February.

Council Tax cannot be set without precept requirement from **all** Parish Councils, Police and Fire Authorities, Cambridgeshire County Council, Cambridgeshire and Peterborough Combined Authority and South Cambs District Council.

The Law requires that a Town/Parish must confirm even when their precept is nil. All Precept Requirements submitted must be signed.

A delay in Council Tax setting has a massive impact on billing to the public and payment of precepts.

It is imperative that Parish arrange their budget setting meetings appropriately so that they can meet the precept requirement deadline.

7. Payment of Precept

Half of the precept will be paid by the end of April and the other half by the end of September.

8. How will the Precept be paid

Payment will be made by BACS directly into the Town/Parish bank account.

Any changes to bank account must be notified on headed paper to: Accounts.Payable@scambs.gov.uk

9. Parishes with a precept greater than £140k

If a Parish has a precept requirement greater than £140,000 they are required to provide a breakdown of expenditure and income to the public. This is published on our website <https://www.scambs.gov.uk/council-tax/financial-information/parishes-with-yearly-expenditure-over-140k/>

Please complete the Appendix D with the appropriate information.