

Draft

**MINUTES OF THE
FULL COUNCIL MEETING
HELD IN THE VILLAGE HALL
TUESDAY 14TH JANUARY AT 7.30 PM**

PRESENT: Cllr Liz Bissett
Cllr Chris Dyke
Cllr Tim Hues
Cllr Jeffries
Cllr Reay (Wiltshire Council) (left 20.29)

OFFICER: Jeannette Young (Clerk)

PUBLIC PARTICIPATION: 15 members of the public were in attendance

Wessex Water

Nikolay, a senior engineer representing Wessex Water gave a summary of the current situation and how they were trying to address the flooding issues on the Village Green that effect homes on the North East side. To counteract the flooding of homes and the noisy above ground temporary pumping station situated on the Village Green, Wessex Water propose to install a permanent below ground pumping station, with an operating kiosk above ground. It is proposed to place this kiosk near to the fencing of the Green Gardens. It is planned this new proposed kiosk will be slightly smaller than was first proposed, rough measurements were given as 1.2 metres high and .9 meters (90cm) wide. The Kiosk would be painted in mute colours to blend in with the fence and backdrop and it was explained would be silent except for a click when switching on or off. It was stated that to be able to install the kiosk there was a lengthy legal paper that the Parish Council would need to consider and agree. This paper is called a S16 and if agreed would deregister/delist a square meter of the Green where Wessex Water proposed to place the Kiosk. Following the completion and submission of the form, there would be a consultation period before work could start, possibly in the summer when the land is hopefully much dryer. Nikolay was informed that Members would have to hold a meeting to discuss the proposal and come to an agreement.

Question from members of the public who were in attendance were received with the summary and answers being; -

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- Concern was raised about a private sign outside the new properties at Aubrey yard and whether there was access to the amenity land. The Chairman answered that she believed the private sign meant that the driveway was unadopted by Wiltshire Council, however there was still a pedestrian right of access across the land to the amenity land. The Concern would be raised with Ashford Homes the developer.
- Has the Parish Council received any funds from the new development?
 - It was explained that no funds were expected until all houses had been sold and that it was Wiltshire Council who collected and distributed any S106 or CIL funding.
- Have you asked Higher Green Farm when the track and land will be reinstated?
 - That is one on our list.
- Village Trust – Sorry for the delay on provision of 3 quotes for the replacement lime trees, I have two just chasing the third, once received I will send all through to you.
- Pavements, I spoke before Christmas about an LHFIG application for the construction of a pavement out to the main road.
 - There is an update on this further down the agenda.

86/24/25 Apologies

Apologies were received from Cllr Mike Davis (Chairman), Cllr Dan Scott and Cllr Claire Church.

Due to the absence of the Chairman, the Vice Chairman Cllr Liz Bissett chaired the meeting.

87/24/25 Declarations of Interest

There were no declarations of interest.

89/24/25 Minutes

It was proposed by Cllr Jeffries, seconded by Cllr Dyke and **UNANIMOUSLY RESOLVED** to confirm the Minutes of the Extraordinary meeting of the Parish Council held on 14th November 2024 as a true record. The Minutes were duly signed by the Vice Chairman Cllr Bissett.

90/24/25 Chairmans Announcements

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The following announcements were made: -

- Hope everyone enjoyed Christmas and the New Year
- Congratulations to the Raven on all the things they did over the holiday
- Thank you to the Church for such an enjoyable Carol service
- Condolences to Kate Amery on her loss of dear Chris. We are not aware of any dates for the funeral, but there are plans to offer respect by standing on roadside as the hearse passes, date and times will be shared once confirmed.

91/24/25 Police Report

No police report had been received, and no police were in attendance, however it was thought wise to share the following information regarding the precept for Wiltshire Police Force.

Wiltshire's Police and Crime Commissioner is asking all residents to use their voice and identify how much extra they would be prepared to pay for policing – and why.

PCC Philip's Wilkinson's annual Use Your Voice: Budget and Precept survey is launching today (Jan 3) and seeks the views of residents and stakeholders as the budget for policing and commissioned services for the next financial year (2025/6) is developed.

Respondents are asked whether their household would be prepared to invest more in policing through the police precept element of their council tax.

This, alongside a grant from the government, accounts for the entire budget for policing in the county. As it stands, due to the national police funding formula, Wiltshire Police is the third lowest funded police force in the country per head of capita.

A Band D household currently pays £269 per year for policing and Mr Wilkinson is looking at options to increase this by just over 5% - £14 per year extra, or an additional £1.16 a month. This is the most that can be asked for without a Local Referendum.

[Link to survey - Use Your Voice: Police budget and precept consultation \(Page 1 of 3\)](#)

92/24/25 Update from Wiltshire Councillor Tamara Reay

- Following on from the pressure the police are finding with their precept, Wiltshire Council are also facing similar pressure from the adult and children social care and the setting of the budget and Council Tax for the new financial year. Government have removed the funding to rural areas for these services meaning Wiltshire Council will receive £4.5m less. To try to compensate for the loss there is £600m being shared across the country with all other Local Government.

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- Wiltshire Council will be looking to send the draft budget to cabinet on the 4th February and then on to Full Council towards the end of the month.
- Government is encouraging a 2 tier Local Government (which Wiltshire already has), and a compulsory Mayoral ruling role to oversee extra-large strategic projects. Wiltshire, Dorset and Somerset Councils held a meeting last Thursday, 9th January, and although it was agreed that benefits could not be seen in this new shared position, the decision was made to submit an expression of interest to Government so as not to miss out on any initial funding. It was emphasised that the three County Councils would not be merging.
- There was a shared update on the LHFIG meeting and the submitted application (item 13 on the agenda) with Cllr Bissett confirming that both were told at the meeting that the Highways representative stated that to install a new pavement, costs would be in the region of £1000 per linear square meter (different to the costs published on Wiltshire Council website). It was explained that total cost and people usage would be taken into consideration and that costs for scoping for the project would be around £4,500. If the Parish Council wanted to progress with the scoping it would be expected to contribute 25% of this cost and inform the LHFIG members as soon as possible.
- Finally, there was news on the installation of traffic lights at the Poulshot and Rowde junctions across the dual carriageway. In one years' time from now, workers should be on site to commence the installation.

93/24/25 Planning Applications:

Application No:	PL/2024/11347	It was proposed by Cllr Bissett, seconded by Cllr Hues and unanimously agreed there were no objects to this application.
Application Type:	Notification of proposed works to trees in a conservation area	
Proposal:	T1 T2 Norway Spruce - Reduce in height by no more than 2m. T3 Cherry Tree - Reduce by no more than 1 metre to reshape. T4 Maple Tree - Reduce entire crown and reshape to below powerlines. No more than 2.5m.	
Site Address:	KETAMA, 52A THE GREEN, POULSHOT, DEVIZES, SN10 1RT	

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Application No:	PL/2024/11446	It was proposed by Cllr Hues, seconds by Cllr Bissett and unanimously resolved to fully support this application, with all members agreeing that it would greatly benefit the village.
Application Type:	Removal/variation of conditions	
Proposal:	Variation of condition 3 on 17/10778/FUL to refer to the use of the building as Annexe to the main dwelling, but also as holiday accommodation, retain restriction on being a wholly separate dwelling	
Site Address:	Cooks Orchard, The Green, Poulshot, Devizes, SN10 1RT	

94/24/25 Parish Steward

The following dates for the Parish Steward visits to Poulshot were noted.

January	14 th
February	12 th
March	12 th
April	10 th
May	No Scheduled Visit
June	11 th
July	10 th
August	No Scheduled Visit
September	10 th
October	13 th
November	12 th
December	8 th

95/24/25 Tree Survey

After consideration of the below quotes for commissioning a survey of the trees within the Village Green and Green Gardens. It was proposed by Cllr Bissett, seconded by Cllr Dyke and **UNANIMOUSLY AGREED** to commission supplier 'A' this was on the understanding that the quote was older than 6 months and there was a risk of an uplift.

Members advised, if there was any increase in costs that exceeded more than 18% of the original quote, supplier 'B' should be chosen

Supplier	What is provided	Cost
A	To carry out Tree survey for The Green £250.00 To carry out tree survey for The Woodland(Green Gardens) £125.00 The report will be sent via email as a PDF on completion.	£375.00 + V.A.T.

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B	<ul style="list-style-type: none"> • Undertake site visit and visual structural and physiological assessment of trees on the Green area at Poulshot. • Provide a written Tree Condition Report for those trees assessed to include a site plan indicating approximate tree locations. • Any management recommendations deemed necessary are to be put forward in the report along recommendations for replanting trees. • Fee to include application to the local authority for works to trees subject to Tree Preservation Order or in a Conservation Area that may arise following management recommendations. 	£445. (not subject to V.A.T.)
C	<p>Hazard assessment of all significant trees on The Green, all trees to be recorded, detailed (including works required), tagged and mapped. Areas of similar sized trees may be included as groups.</p> <p>Walk through hazard assessment woodland area, all trees assessed. Trees requiring works to establish acceptable levels of safety will be recorded, detailed, marked and mapped.</p> <p><i>*Trees should be assessed on a regular basis, with this in mind we offer repeat surveys at a reduced cost. Repeat Hazard Assessment as above to include a site visit for a maximum of 3 visits.</i></p> <p><i>Cost: £400 per visit</i></p>	£600. V.A.T. not mentioned

96/24/25 Request from Cricket Club Member

Following the request from a cricket club member, requesting permission to prune the Chestnut Tree on the Green. Advice was sought and given from the Tree Protection Officer at Wiltshire Council. The advice received was

‘Consent is not required if the ‘stem’ (trunk) is less than 75mm (3 inches) when measured at 1.5 metres from ground level.

If you are talking about the branches, then consent is required’.

This means that any pruning of the tree will have to have written consent, or the presence of a Wiltshire Tree Protect Officer. It was deemed that waiting for the outcome of the tree survey, would possible take too long so therefore, it was proposed by Cllr Hues, seconded by Cllr Bissett **UNANIMOUSLY AGREED** that permission be granted to the Cricket Club to apply to Wiltshire Council Tree Protection Officer for official permission to prune the branches of

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the Chestnut Tree and if permission is granted to instruct a competent person to complete the pruning, at no cost to Poulshot Council, for either request or procedure.

97/24/25 Tree Grant – Amenity Field

Members considered the attached grant application form and associated quote. It was specified that the grant if approved would fund the provision of a lovely orchard and area for trees to be planted that all could enjoy, it would also improve the biodiversity and the landscape of the area. There was also the benefit of the grant providing any maintenance needed to the trees and hedging for 15 years. It was therefore proposed by Cllr Jeffries, seconded by Cllr Dyke and **UNANIMOUSLY RESOLVED** to submit the grant to the Great Western Community Forest.

Cllr Bissett to action.

98/24/25 Village Hall - Update

During the submitted loan application and its subsequent withdrawal, it was discovered that the Village Hall's Constitution held a clause (16) that copies of proper statements of accounts should be received by Poulshot Parish Council. There were mixed views on whether the correct constitution was being viewed therefore it was suggested that this item be deferred giving time for an enquiry to be made as the correct version of the constitution. This request was upheld, being proposed by Cllr Bissett, seconded by Cllr Hues and **UNANIMOUSLY AGREED** to defer until clarification has been received.

Cllr Jeffries stated that she understood the pressures that charities and community groups could encounter and how members of these groups could feel they are busy beavering away without any help or recognition. She also stated that she had been approached by several residents of Poulshot that they wished to support the Village Hall but it was not widely known how they could, therefore Cllr Jeffries to try and help share information requested (request granted by Chair) to make a statement of the following:

Information for villagers who wish to support the Village Hall (the numbers in brackets refer to the clause and sub-clause in the VH constitution)

- *The VH charity is to be administered by the committee of management who shall be the charity trustees (1, (ii))*
- *The elected members / trustees will be elected at the AGM (3, (ii))*
- *Which will be held in April each year or as soon thereafter as possible (11, (i))*
- *All of us in the village 18 years and upwards are entitled to attend and vote (11, (ii))*

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- *Each body connected with the VH has the right to appoint one charity trustee (3, (iii) – I can think of village groups the cricket club, Peggies, PPC, church, bonfire club, Village Trust, who may like to do this*
- *Any such appointment shall ordinarily be notified in writing to the secretary of the committee not more than one month before the Annual General Meeting. Provided that an organisation which fails to appoint a charity trustee before such a meeting shall make the appointment as soon as practicable thereafter*
- *All members / trustees of the committee shall retire from office together at the end of the next AGM after they were elected / joined, but they may be re-elected or appointed (3, (vi))*
- *the committee shall hold at least 2 ordinary meetings in each year (8)*
- *Public notice of every meeting to be given in the area of benefit (i.e. the village) at least 14 days before the date by affixing a notice to a conspicuous part of the trust property or in the area of benefit – would suggest that, as VH keen to encourage support, this should include the village noticeboards and the village magazine so as to reach as many people as possible (11, (iii))*
- *At the AGM the VH Committee will present the report and accounts for the preceding year ((11, (v))*
- *the committee shall provide and keep a minute book and books of account (16)*
- *which should also be presented to the parish council (16)*

Following this statement a request was made for the Clerk to issue a letter to the Village Hall Committee stating that there is a large part of the community that wish to support and offer their help to the Village Hall, but they are unclear on how to get involved and included. It was therefore proposed by Cllr Bissett, seconded by Cllr Hues and **UNANIMOUSLY AGREED** to request the Clerk issue a letter to the Village Hall Committee, offering support and appealing to them to hold an open AGM, for which the times and dates published in the Village Newsletter, this would be to help encourage all interested residents who wish to be involved and support the Committee to attend.

99/24/25 LHFIG

Due the conflicting dates of the LHFIG meeting being held on the same day as Poulshot Councils, members were contacted for their comments by email with regard to the LHFIG application for a footpath out to the dual carriageway. Following the email responses, it was proposed by Cllr Bissett seconded by Cllr Dyke and **UNANIMOUSLY AGREED** to ratify the following comments,

- I'm sure that no one would disagree with this application
- Gets my support. Could part fund from Community Fund

The application was discussed during Cllr Reay's update with advice that any progression on the application would depend on a scoping report which would cost circa £4,500 of which Poulshot Council would be expected to fund 25% of.

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Bus Shelter – Cllr Dyke reported he was chasing for another two quotes to bring to the next meeting.

Speed Indicators (SIDs) –Having sent apologies there was no update from Cllr Church. .

Broadway Lane -LHFIG – Having sent apologies there was no update from Cllr Church.

Allotment Fencing Cllr Dyke stated the fencing was due to start this week. Confirmation was given that there is still a small vacant plot and advised it should be advertised in the parish newsletter.

101/24/25 Draft Code of Conduct

The draft Code of Conduct was considered, and it was explained that although the current Code of Conduct was adequate it was old and not very comprehensive, therefore it was proposed by Cllr Bissett, seconded by Cllr Hues and **UNANIMOUSLY RESOLVED** to adopt the new Code of Conduct.

102/24/25 Draft Financial Regulations

The draft financial regulations were presented, and it was explained that they had been taken from the NALC Model Financial Regulations and amended to suit Poulshot Council. Subsequently it was proposed by Cllr Bissett, seconded by Cllr Hues and **UNANIMOUSLY RESOLVED** to adopt the new Financial Regulations.

103/24/25 Grant Application and Policy

The grant application form and accompanying policy were presented for review, it was decided no changes were need and therefore proposed by Cllr Bissett, seconded by Cllr Hues and **Unanimously Resolved** to re approve the Grant Application form and Policy.

104/24/25 Draft Budget and Precept Requirements for Financial Year 2025-2026

Members were asked to approve the attached Draft Budget for 2025- 2026 with - 0.77% decrease on the Band D cost from £92.76 to £92.05 showing a Precept requirement of £15,000. After consideration and discussion over the decrease because of the change in the Tax Base, It was proposed by Cllr Bissett, seconded by Cllr Dyke and **UNANIMOUSLY RESOLVED** to approve the Draft Budget for 2025 – 2026 presenting a precept requirement of £15,000., therefore showing a -0.77% on the Band D cost from £92.76 to £92.05.

105/24/25 Finance Report and Bank Balances

Members received and **NOTED** the report, showing balances of.

Total Funds = £144,346.60

Parish Accounts = £22,813.19

Community Fund = £121,533.41

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106/24/25 Financial Expenditure

Members considered the financial expenditure report, and it was proposed by Cllr Dyke, seconded Cllr Jeffries and **UNANIMOUSLY RESOLVED** to approve the 5th January expenditure report, showing payments of £2093.99 and credits of £750 (*from community fund*).

107/24/25 Confirmation of Next Meeting

11th March 2025

Meeting ended at 21:00

Signed.....Date.....

Village Maintenance
 and
 Highways and Police
 Working Groups Notes
 6th February 2025
 7.00pm Via Zoom

Membership

Village Maintenance.	Chair (Cllr M Davis) Cllr T Hues Cllr D Scott
Highways & Police	Cllr C Church Cllr T Hues Cllr C Dyke

Present: Cllr M Davis
 Cllr T Hues
 Cllr C Dyke
 Cllr L Bissett
 PO J Young

1. Election of Chair for the meeting

The Chairman, Cllr Davis was in attendance and therefore chaired the meeting

2. Apologies

Apologies were received from Cllr Scott and Cllr Church.
 Substitution was made by Cllr Bissett for Cllr Church on the Highways and Police Working Group

3. Declarations of Interest

There were no declarations of interest.

4. Permission request for Pumping Kiosk installation on the Village Green.

There was consideration of the requested completion of the S16 form, requiring that PCC relinquish a 1 metre sq. piece of the Village Green, to allow for the installation of a kiosk to operate the below ground pumping station. Members studied the S16 form and concerns were raised about the reference to a non-refundable fee of £4,900. It was also understood that

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because the size of land in question (1metre squared) being well below 200 metre squared, there was no replacement land to be given in exchange. It was proposed by Cllr Davis, seconded by Cllr Hues and unanimously agreed to **RECOMMEND** to Full Council that the Planning Inspectorate form; Application to Deregister (known as form S16), be completed and signed on the provision of an accurate map and on the understanding that there is no cost to Poulshot Council whatsoever, this is to include any fees or advertisement cost.

5. Footpath Scoping following Local Highways and Footpaths Infrastructure Group (LHFIG) Application.

Following the application that was considered by the LHFIG members on the 14th January, regarding the creation of a new footpath between Poulshot (North) to the A361 and main route bus stop, the notes from the meeting were discussed. It was understood that the LHFIG were to approach the Area Board at their next meeting on the 17th February, for the consideration of £4500 to help scope and develop the proposal. If the proposal gets agreed then Poulshot Council may be expected to contribute up to 25%.

6. Openreach wayleave request

Openreach need to install an additional 6 metres of duct and cables underground, on the Village Green. Regard was given to a request asking that a Wayleave is signed, to allow the installation and comments made that Poulshot Council will, after agreement receive a one off payment of £14.16. There were concerns that an extraordinary meeting would need to be called if Openreach were pushed for time. It was however, proposed by Cllr Davis, seconded by Cllr Dyke and unanimously agreed to **RECOMMEND** to Full Council that the Openreach Wayleave be signed to enable the installation of the 6 meters of duct and cables underground across the Village Green.

7. AOB.

Grass cutting of the Village Green and other Public Areas.

Cllr Davis suggested that 3 quotes were needed for the maintenance and cutting of the grass on the Village Green. After discussion it was agreed that any quotes should also cover the Amenity Land (1.2 acres). Clerk to request quotes.

Advertising Signs

An update on the issue of the planning application regarding the large advertising sign on the main road was provided, with Cllr Davis offering to speak with the developer of Aubrys Yard, regarding the sign placed on Village Green land.



APPLICATION TO DEREGISTER, OR TO DEREGISTER AND EXCHANGE, COMMON LAND OR TOWN OR VILLAGE GREENS

Commons Act 2006: Section 16

Return completed application to:

E-mail: commonlandcasework@planninginspectorate.gov.uk

Where possible, please send in your application by e-mail. If you are unable to submit your application by email and require a postal address please telephone: 0303 444 5625 or 5177.

Please ensure you refer to the current Notes for making an application when completing this form and advertising your proposals. Failure to do so may delay your application and you may be asked to re-advertise if you do not follow the current guidance in full.

PLEASE READ THE FOLLOWING CAREFULLY BEFORE COMPLETING THIS FORM:-

- Section 16(9) of the Commons Act 2006 requires that an application to deregister and exchange common land or town or village greens may only be made with the consent of any relevant leaseholder of, and the proprietor of any relevant charge over, the release land and any replacement land. When completing this form you will be asked to confirm that such consent has been obtained and that you have consulted any relevant leaseholder of, and the proprietor of any relevant charge over, the release land/any replacement land about the application.
 - Answer all the questions on this form in full and only use a separate sheet where there is insufficient space for your answer.
 - Refer to "*Notes on completing an application to deregister, or to deregister and exchange, common land or town or village greens*" (the "Notes") when completing this form.
 - References throughout this form to 'common land' apply equally to 'town or village green'.
 - A non-refundable fee of £4,900 is payable for all applications under section 16 to deregister/exchange common land and must accompany every application. To pay by BACS the Planning Inspectorate's bank details are available on request.
-

SECTION A – The common land to be deregistered (i.e. the release land)

Section A1 – The Common

1. Name and full address of common

Poulshot Green, Poulshot, Devizes, Wiltshire.

CL no or VG no

Commons Registration
Authority

Register Unit no. V.G.16.

Commons Registration Authority: Wiltshire County Council

Section A2 – The owner of the release land

2. Forename Jeannette

Surname Young

Organisation (if appropriate) Poulshot Parish Council

Title (Mr/Mrs/Miss/Dr) Mrs

Full Postal Address 1 Fir Grove, Quemerford, Wiltshire

Postcode SN11 8JL

Telephone No/Mobile 07469503497

E-mail address poulshotparishclerk@outlook.com

3. Do you prefer to be contacted by Post E-mail

4. Please note that unless you tick the box below we will send all correspondence to the person named above and not to the owner of the replacement land shown in Section B1.

Please send all correspondence to the owner of the replacement land named in section B1

Section A2a – The agent (where applicable)

4a. Forename

Surname

Organisation (if appropriate) Andy Irish
Wessex Water
Claverton Down

Title (Mr/Mrs/Miss/Dr) Bath
BA2 7WW

Full Postal Address

Postcode

Telephone No/Mobile

E-mail address

Do you prefer to be contacted by 1. Post 2. E-mail

By email

Section A3 – Area of common and common rights

5. What is the total area of common land as registered?

Approximately 4.9 ha of land in total

What common rights, if any, are registered? (e.g. number and type) If the land is a town or village green, what kind of recreation is it used for?

The Village Green register identifies John Hooke of Breastlands, The Green, Poulshot who claims a right of access. Also identified is Arthur Frederick Cleverly and Wiltshire County Council who also claim rights of access. See the Village Green register for the full detail.

Suggest we ask the Parish Council about their awareness of these rights.

Yes the Parish Council is aware of these rights

6. If there are common rights registered are they exercised? Yes No

If yes, please give details e.g. which commoners are active, which rights are exercised and how often.

Unknown - it would be helpful to ask the parish council if they have any knowledge on this.

Section A4 – Description of the release land

7. Area of release land in m²

1 m² at most

-xxm² please could we provide this detail once known.

Description (including location) of the release land

Amenity grassed area, bounded by fence to the rear of xx property.

SECTION B – The land to be given in exchange (i.e. the replacement land)

8. Are you proposing to provide replacement land in exchange for the release land? You must propose replacement land if the area of the release land is more than 200m². Yes No

If **Yes**, go to Question 9. If **No**, please explain below why you are not providing replacement land and then go to Question 14.

No replacement land is proposed for exchange given the very small area, which is well below the 200 m2 threshold which would require an equivalent area of land to be provided.

Section B1 – The owner of the replacement land

9. Forename N/A

Surname

Organisation (if appropriate)

Title (Mr/Mrs/Miss/Dr)

Full Postal Address

Postcode

Telephone No/Mobile

E-mail address

Only complete Question 10 if Question 4 has been ticked.

10. Do you prefer to be contacted by Post E-mail

Section B2 – Description of the replacement land

11. Name of replacement land (if any)

Area of proposed replacement land (in m²)

Description (including location) of the replacement land.

12. Please confirm that the proposed replacement land is not already registered as common land or town or village green.

I confirm

Section B3 – Rights over the replacement land

13. Give details of any relevant leaseholders, other occupiers, rights of access and easements, those holding any relevant charges over the replacement land, or any other rights or easements. Explain why such rights will not materially interfere with the public's right to use the land (should the application be successful). (see Note 8).

N/A

SECTION C - Access arrangements and current features of the lands

Section C1 – Access to the lands:

14. To what extent is there **existing** public access over the land(s) e.g. public rights of access under Section 193 of the Law of Property Act 1925?

(a) The release land

No known rights of access under Section 193 of the Law of Property Act 1925. Is the parish council aware of any existing public access specifically in the area of land for de-registration?

NO

(b) The replacement land (including any existing informal public access)

15. What are the intended access arrangements for the replacement land?

N/A

Section C2 - Current condition of the lands

16. Describe the current condition and use of the lands, including any biodiversity, landscape, archaeological, agricultural and recreational interests:

(a) The release land

The land is of low biodiversity and archaeological value. The area is grassland which is managed regularly. Consultation with Wiltshire Council's assistant county archaeologist has confirmed no archaeological concerns. The land is not used for agriculture. Although within Poulshot Conservation Area it is not within a National Landscape Area or National Park. There is some landscape / heritage sensitivity, however the land proposed to be removed from the Village Green is to house a control panel kiosk. The kiosk will be coloured dark green and will abut an existing fence and will blend into the environment.

(b) The replacement land

17. What structures (e.g. buildings, roads, bridleways, footpaths, walls, fences) are currently on the land?

(a) The release land

There are no existing structures on the area of land proposed for release.

(b) The replacement land

18. What boundary features e.g. fences, hedges, walls (and access points such as stiles and gates) are currently on the perimeter of (or on land immediately adjoining) the land?

(a) The release land

Directly abutting the land to the east is a fence bounding property. Poulshot Road is located approximately 15 metres to the west.

(b) The replacement land

19. What, if any, boundary or other features are proposed to be removed from or erected on the replacement land as part of the exchange?

N/A

20. What, if any, works are to be carried out on the replacement land as part of the exchange?

SECTION D – Details of the exchange or deregistration
N/A

21. What are the reasons for the exchange or deregistration?

in A small glass reinforced plastic kiosk is proposed on the released land. Dimensions xxm height by xxm in width and xxm in depth. No other features within the released land is proposed. The kiosk is proposed as part of a scheme which will alleviate sewer flooding in the local area.

SECTION E – Designations

22 Are any of the lands subject of this application in or near a Site of Special Scientific Interest (SSSI), National Nature Reserve, a Special Area of Conservation (SAC), a Special Protection Area (SPA), or Wetland listed in accordance with the Ramsar Convention?

(a) the release land Yes No

If **Yes**, please give details and identify the location on the map

No.

(b) the replacement land N/A Yes No

If **Yes**, please give details and identify the location on the map.

23 Do any of the lands contain a Scheduled Ancient Monument?

(a) the release land Yes No

If **Yes**, give details and identify the location on the map.

No.

(b) the replacement land Yes No

If **Yes**, give details and identify the location on the map

24 Are any of the lands in a National Park or National Landscape (formerly known as Areas of Outstanding Natural Beauty -AONB).

(a) the release land Yes No

If **Yes**, please give details.

No.

(b) the replacement land Yes No

If **Yes**, please give details.

25. Are any of the lands subject of this application covered by any local designations, e.g. local nature reserve, area of special landscape value, heritage coast, conservation area or public open space?

(a) the release land Yes No

If **Yes**, please give details.

Yes. The land is within Poulshot Conservation Area.

(b) the replacement land Yes No

If **Yes**, please give details.

SECTION F – Adjacent common land

26. Does any area of common land with a different registration number adjoin the common land subject of this application? Yes No

If **Yes**, give details and identify them on the map

No.

SECTION G – Public access

27. Do the public have a right of access to the common for air and exercise under section 193 of the Law of Property Act 1925? Yes No

???

SECTION H – Procedure

28. Most applications are determined by the written representation procedure. This involves an exchange of written evidence and a site inspection by an Inspector.

Do you wish to be present or be represented at the site inspection? Yes No
If yes, please suggest a suitable meeting point.

SECTION I – Advertisement and Consultation

29. **You must advertise your proposal** in one main local newspaper and at the main points of entry to the common (or, if there are none, at a conspicuous place on the boundary of the common). Please advertise your proposal at the same time as you make your application. Use the draft notice at **Annex B** of the **Notes**.

A notice has been prepared following the format at Annex B.

30. You **must** also send a copy of the notice (using the letter at **Annex C** of the **Notes**) to the following:

	the commons council or commoners' association (if there is one)
	all active commoners
	others with a legal interest e.g. tenants, those with easements, or other rights over the land and any other person occupying the land
	those parties informally consulted before the application was submitted
	the relevant Commons Registration Authority (usually the county council or unitary authority)
	Parish Council (where known) and the District or Borough Council, where applicable
	Natural England (Please send the application form, map and notice to commonland@naturalengland.org.uk)
	Historic England
	National Park Authority (if the proposal is in a National Park)
	National Landscape Conservation Board or Joint Advisory Committee (if the proposal is in a National Landscape)
	Open Spaces Society (Please send only to office2@oss.org.uk)
	British Horse Society (only where the common is subject to public rights of access under the Law of Property Act 1925)
	The local authority archaeological service

Even if you have consulted any of these bodies before making this application you still need to send them a copy of the notice.

31. Which newspaper has the advertisement appeared in? **TBC - if the parish council recommends a local newspaper?** The Parish Council recommends the Wiltshire Gazette and Herald
On what date?

On what date will the representation period end?

This date must be at least 28 days from the date the application is advertised. Incorrect notices are a common problem and may result in you having to re-advertise, so please read Section I of the Notes carefully.

SECTION J – Maps

32. Please enclose a copy of the map that meets the requirements set out in **Section J**

A copy of the map is enclosed.

Section K – Checklist (tick to confirm)

33. I have read the **Notes** in full.

34. I have answered all the questions (where appropriate) on this form in full.

I have enclosed a copy of the map that meets the requirements of Section J.

I have enclosed a copy of the commons register or register of town and village greens. This should include details of the land, rights, ownership and the register map.

I have obtained the consent to this application of any relevant leaseholder of, and the proprietor of any relevant charge over, the release land and any replacement land.

I have enclosed a copy of any document mentioned in answering the questions on this form.

I have completed and enclosed a copy of the health and safety questionnaire

I understand that any of the application papers may be copied to interested parties on request and have informed people as necessary.

I have enclosed my application fee of £4,900.

35. I have:

advertised the proposal in one main local newspaper

posted a copy of the notice at the main entry points to the lands

sent a copy of the notice to all those listed at Section I

placed a copy of the notice, map and application at the inspection point

enclosed the letter based on the example at Annex D of the Notes confirming that the advertising requirements have been met.

SECTION L – Declaration

I/We hereby declare that:

All the owner(s) of the land(s) to be deregistered or deregistered and exchanged subject of this application have completed this Section.

*No person is a relevant leaseholder, or holds a relevant charge, over any of the land(s) to be deregistered/exchanged.

*I/We have obtained the written consent to this application of every person who is a relevant leaseholder, or holds a relevant charge, over any of the lands to be deregistered/exchanged.

*delete as appropriate

The contents of this application are true and complete to the best of my/our knowledge and belief.

Release Land:

Signature of owner

Name

Date

Position and name of organisation (where appropriate).

Signature of co-owner (where applicable)

Name

Date

Position and name of organisation (where appropriate).

Replacement Land:

Signature of owner

N/A

Name

Date

Position and name of
organisation (where
appropriate).

Signature of co-owner
(where applicable)

Name

Date

Position and name of
organisation (where
appropriate).

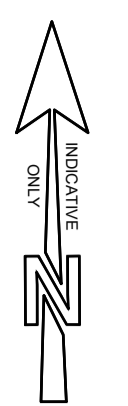
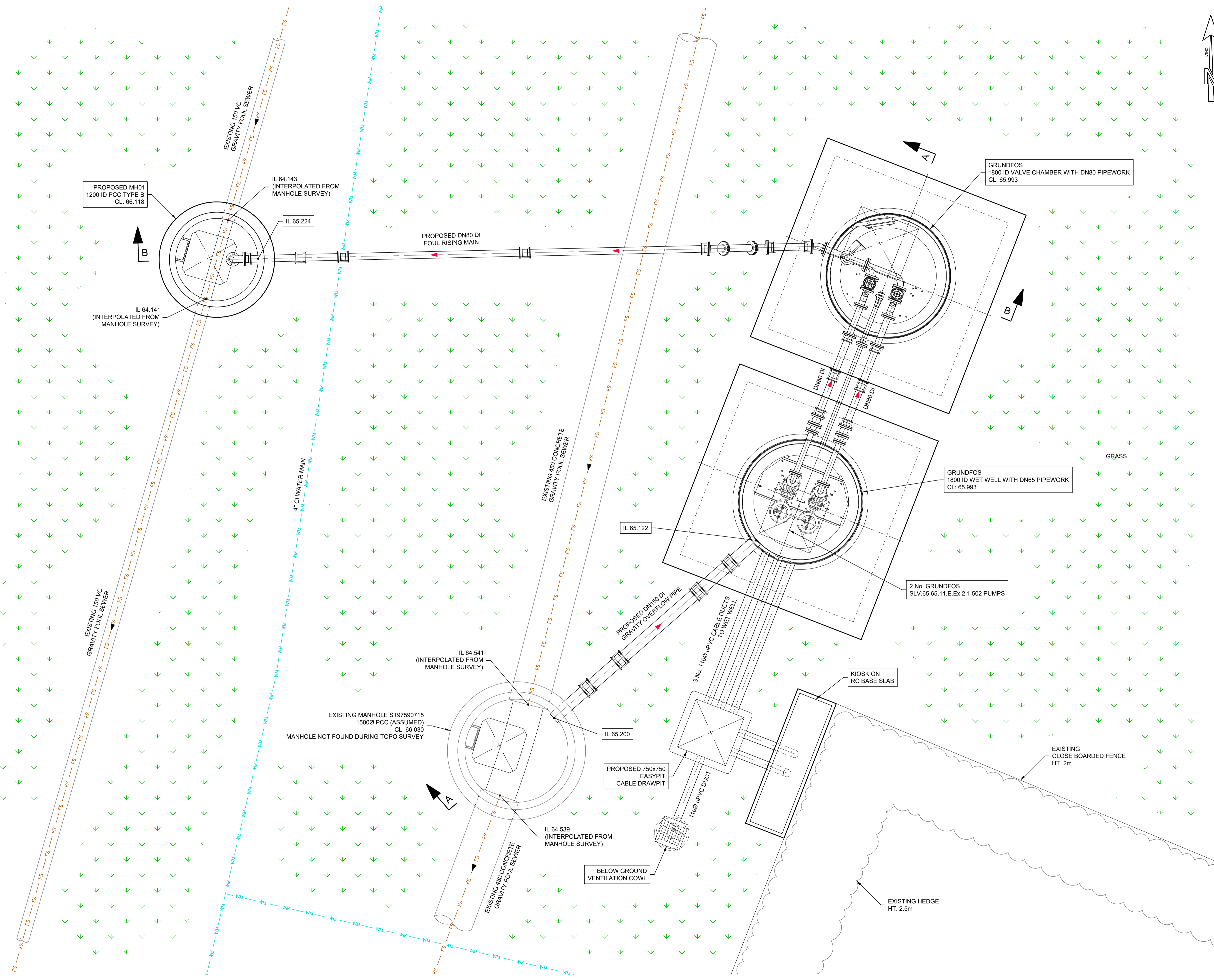
You should keep a copy of the completed form

General Data Protection Regulation

Your application will be in the public domain. Therefore all documents (both paper and electronic) associated with it may be disclosed during the application process to others, including other Central Government Departments, public bodies, local authorities, other organisations and members of the public.

How we use your information

The Planning Inspectorate takes its data protection responsibilities for the information you provide us with very seriously. To find out more about how we use and manage your personal data, please go to our [privacy notice](#).



SITE ID													
NGR	ST 97022 59794												
NOTES													
1. ANY MAPS ON THIS DRAWING ARE REPRODUCED FROM THE ORDINANCE SURVEY MAP WITH THE PERMISSION OF HIS MAJESTY'S STATIONERY OFFICE © CROWN COPYRIGHT RESERVED. LICENCE No. 100019539.													
2. UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN MILLIMETRES AND ALL LEVELS ARE IN METRES AOD.													
3. INFORMATION CONCERNING THE LOCATION OF SERVICES IS GIVEN FOR ASSISTANCE & IS INTENDED FOR GENERAL GUIDANCE ONLY. NO GUARANTEE IS GIVEN OR LIABILITY ACCEPTED AS TO ITS ACCURACY. IT SHOULD NOT BE RELIED UPON IN THE EVENT OF EXCAVATION OR OTHER WORKS MADE NEAR SERVICES WHICH MAY EXIST AT VARIOUS DEPTHS & MAY DEVIATE FROM THE MARKED ROUTE. LOCATIONS ARE TO BE CONFIRMED BY THE CONTRACTOR PRIOR TO COMMENCING EXCAVATION.													
SERVICES KEY													
FS	FOUL SEWER												
PM	PRIVATE WATER MAIN												
SAFETY, HEALTH & ENVIRONMENT (S.H.E.) INFORMATION BOX													
SAFETY AND HEALTH ISSUES													
SPECIFIC RESIDUAL HAZARDS HAVE BEEN IDENTIFIED WITH THE FOLLOWING SYMBOLS:													
KEY	DETAILS												
	NO RESIDUAL HAZARDS												
ENVIRONMENTAL ISSUES													
SPECIFIC ENVIRONMENTAL ISSUES HAVE BEEN IDENTIFIED ON THE DRAWING WITH THE FOLLOWING SYMBOLS:													
KEY	DETAILS												
	NO ENVIRONMENTAL ISSUES												
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MK	REVISIONS	DRN	CHK	APP	DATE								
THE GREEN POULSHOT FLOOD ALLEVIATION PROPOSED SPS GENERAL ARRANGEMENT NOT APPROVED													
ORIGINAL DRAWING SIZE A1													
INITIALS	DATE												
DESIGNED: RLE	18/07/2024												
DRAWN BY: GMD	18/07/2024												
SCALES 1:25													
REV.													
DRAWING NUMBER													
C00843-WWSL-XX-XX-D-C-0001													

Wayleave agreement for British Telecommunications plc -

BT reference: WL356825

Notice

- This is an agreement pursuant to Schedule 3A of the Communications Act 2003, otherwise known as the Electronic Communications Code ('the Code'). For more information about the Code, see http://www.legislation.gov.uk/ukpga/2017/30/pdfs/ukpga_20170030_en.pdf
- By signing this agreement, you allow us to place apparatus on your property and keep it there.
- We recommend you keep this agreement with your title deeds.

This agreement is between you,
Poulshot Parish Council

Wiltshire SN10 1RS

and us, **British Telecommunications plc** whose registered office is One Braham, 1 Braham Street, London, E1 8EE. (Registered in England No 1800000)

The term 'us' includes anyone who takes over our business, and our contractors. The term 'you' also refers to any others who are bound by this agreement under the terms of the code.

Property the agreement relates to

LAND OF POULSHOT GREEN POULSHOT ROAD, POULSHOT,DEVIZES, SN10 1RT

('your property')

Description of our apparatus

APPROXIMATELY 4 METRE(s) OF UNDERGROUND DUCT AND CABLES

('our apparatus') **If there is a plan attached to this agreement, it shows the approximate position of our apparatus.**

Payment

If we are making a payment to you under this agreement, it is set out here.

£ 9.44
(This is a one-off payment).

WL356825

Your signature:	Please print name
-----------------	-------------------

Our signature: 	Please print name Paul Fowle
--	---------------------------------

For office use only Date of agreement

1 Our rights

We have the following rights ('our rights').

We may:

- install our apparatus on, under, or over your property;
- inspect our apparatus;
- repair or substitute our apparatus;
- remove our apparatus;
- upgrade our apparatus;
- share our apparatus;
- add further cables in existing duct.

We may come on to your property to do any of these things without giving you notice. However, we will try to contact you beforehand if possible. If we need to bring vehicles or heavy machinery onto your property, we will ask you first unless it is an emergency.

2 Our responsibilities and our limits on our liability

We will take reasonable care not to cause damage to your property, including:

- taking all reasonable precautions to avoid obstructions or interference with the use of the Property or any adjoining property;
- maintaining and keeping the Permitted Apparatus in good repair and condition and so as not to be a danger to you, your employees or property, or the tenants or occupiers of the Property;
- carrying out and completing our works and use and operate the Permitted Apparatus in accordance in all respects with all relevant legislation;
- maintaining insurance with a reputable insurance company against public liability and other third party liability in connection with any injury, death, loss or damage to any persons or property belonging to any third party arising out of the exercise by us, our employees, agents or any person under our control of the rights hereby granted, and will provide details of such insurance to you upon reasonable request;

We will use the reasonable skill and care of a competent communications provider in doing any of these things including the location of the apparatus.

If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.

In relation to property damage, if we do damage your property, we will accept responsibility for damage to your property and at our option we will either (a) pay you up to £1,000,000.00 in total for all events occurring in a calendar year; or (b), or repair it to your reasonable satisfaction.

We will indemnify (compensate) you up to £5,000,000.00 if someone makes a claim against you because of us installing or keeping our apparatus on your property as long as:

- you did not cause or contribute to the claim;
- you let us know straight away when you hear about a possible claim;
- you use reasonable endeavours to mitigate any losses, damages or liability;
- you let us take control over any claim if and when we ask; and
- you get our permission in writing before you make any payments or admit liability.

Apart from what we have mentioned above (for anything else) we won't pay you more than £500,000.00 in compensation in a calendar year.

Please note that apart from liability for death or personal injury and fraud, fraudulent statements or other liability that cannot be excluded under law, we're not responsible for and will not indemnify you for any (direct or indirect) loss of profit, revenue, business, goodwill, anticipated savings, wasted expenditure, wasted time, opportunity, contracts or data, nor are we responsible for any special, indirect or consequential loss.

3 Your responsibilities

You must not damage our apparatus or allow anyone else you are responsible for to damage our apparatus.

You must not place or build anything on your property which would make it more difficult for us to get to our apparatus. You must not

plant a tree or shrub if the roots are likely to interfere with our apparatus, unless you have to do this because of planning law.

4 Notices

The procedure for sending any notices under this agreement and/or the Code is set out in the Code. For all notices relating to this agreement, the 'proper address' of the Company for service shall be the Company's registered address at Companies House as updated from time to time and any such notice shall be marked 'For the attention of Openreach Wayleaves Team'.

5 Who apparatus belongs to

Our apparatus belongs to us at all times.

6 Use of personal data for placement of apparatus

We collect and process the personal data set out in this wayleave for the purposes set out in clause 1 of this Agreement. The lawful basis for the collection and processing of the personal data is to meet our legitimate interests. For information on our obligations and your rights please see our privacy policy available at:

<https://www.openreach.com/privacy-policy/>

7 Termination

7.1 Subject to the following clauses, this agreement will terminate automatically without notice in the event that we :

7.1.1 remove the Permitted Apparatus; or

7.1.2 cease to be a person to whom the Code is applied.

7.2 We may terminate this agreement by giving you three months' notice.

7.3 Subject always to clause 7.5 you can only terminate this agreement by giving us 18 months' written notice and only if,
a. you intend to redevelop the Property or land neighbouring and cannot reasonably do so unless this agreement comes to an end or

b. the prejudice caused to you by the agreement can no longer be compensated for by money and the public benefit likely to result from this agreement continuing no longer outweighs the prejudice to you

7.4 if we are in substantial breach of the agreement and

a. the breach is incapable of remedy or
b. we have failed to remedy the breach within 30 days after you have notified us of the breach;

7.5 your right to terminate this agreement is subject to paragraph 31 of the Electronic Communications Code.

7.6 you shall have the right to require removal of the Permitted Apparatus subject to Part 6 of the Code.

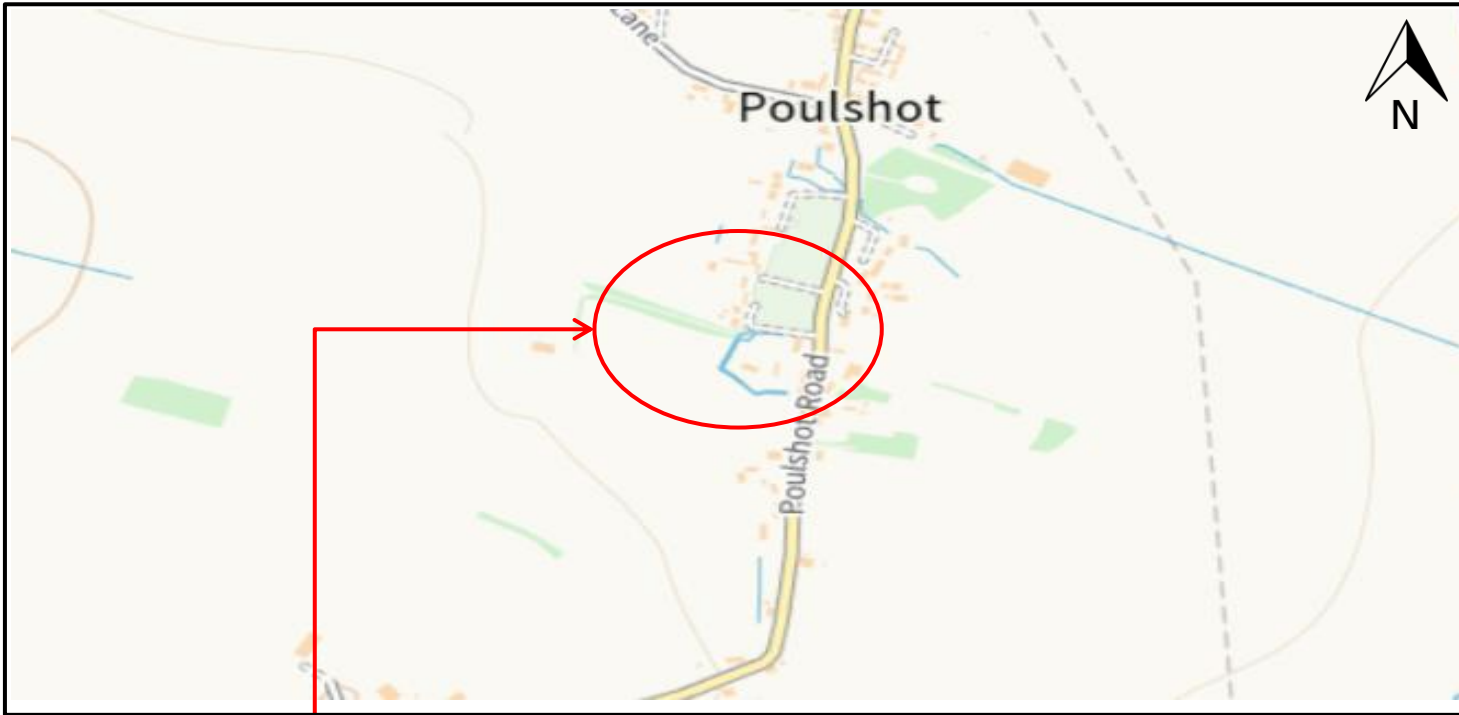
Notes (These notes do not form part of the agreement.)

The Electronic Communications Code is set out in Schedule 3A to the Communications Act 2003. The Code sets out our rights and responsibilities when we put apparatus on private property.

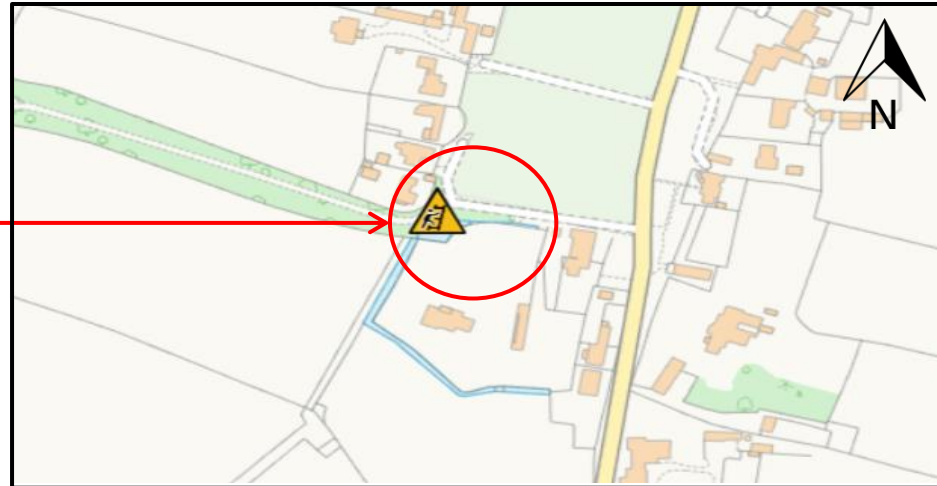
Paragraph 11 of the Code says we must get the occupier's written permission to place apparatus on private land.

Paragraph 82 of the Code gives us the right to lop overhanging trees on the roadside that interfere with our apparatus.

Part 15 of the Code sets out the procedures for notices.



SITE LOCATION
(SCALE 1:25,000)



SITE LOCATION
(SCALE 1:5,000)

openreach

Exchange Area:
SEEND

WL/SA No:
WL356825

Map Reference:
396919,159671

Planning Reference:
A00066550943

Date:
13/02/2025

Site Address:
Land of POULSHOT GREEN
POULSHOT ROAD,
POULSHOT, DEVIZES,
SN10 1RT

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Exchange Area:
SEEND

WL/SA No:
WL356825

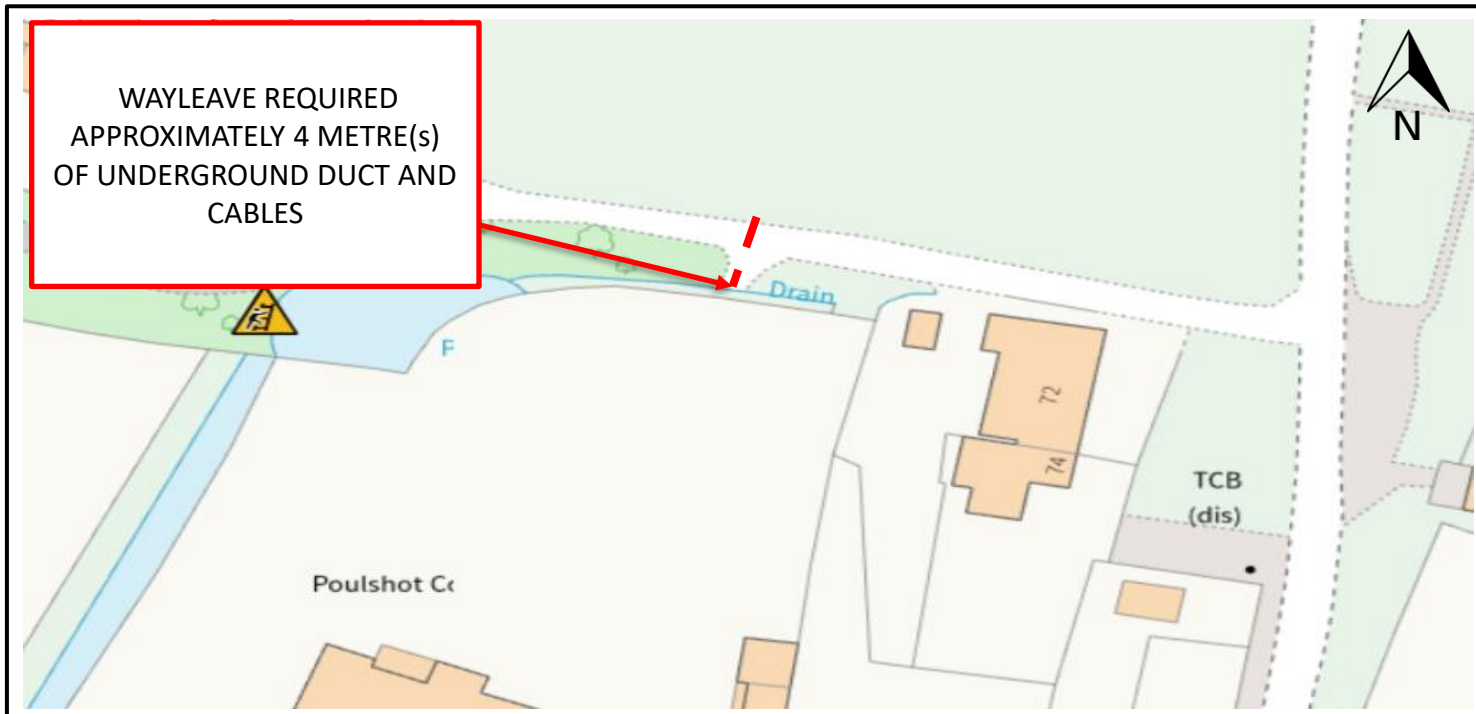
Map Reference:
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Date:
13/02/2025

Site Address:
Land of POULSHOT GREEN
POULSHOT ROAD,
POULSHOT, DEVIZES,
SN10 1RT

Scale:
1:500



Sections showing normal depth (not to scale)

DEPTH mm	Duct				Buried Cable
	CARRIAGEWAY (C/W) 900 " " " 600 FOOTWAY (F/W) 600 " " " 450 " " " 350 APPROXIMATE SIZES (FOR DUCT :- ACROSS BARREL)				
	Up to 150mm	250mm / 150mm			Up to 50mm

Notes :- 1. The actual course and depth of the proposed underground telecommunication apparatus is subject to deviation arising from unforeseen obstructions.
2. This plan is not in respect of a service line.

Openreach Legend

	Route of Apparatus	Cabinet	Pole	Stay	Manhole	Joint Box	Small Fibre Joint	Fibre Box
Proposed								
Existing								



openreach

Exchange Area:

SEEND

WL/SA No:

WL356825

Map Reference:

396919,159671

Planning Reference:

A00066550943

Date:

13/02/2025

Site Address:

Land of POULSHOT GREEN
POULSHOT ROAD,
POULSHOT, DEVIZES,
SN10 1RT

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Electronic Communications
Apparatus on Private Land

Openreach reference: WL352066

06/01/2025

POULSHOT PARISH COUNCIL

POULSHOT
DEVIZES

To whom it may concern,

Re: O/S 52A THE GREEN, POULSHOT, DEVIZES, WILTSHIRE, SN10 1RT

We're writing to you to ask for your help in order for us to provide our customers with communication services. We need to install some new apparatus on your land at the address provided above. This apparatus is required to improve the connectivity coverage in the local area and your assistance to support this as a priority would be appreciated.

We have surveyed the route from our telephone exchange to the customers premise(s) and it has been identified that we need to install new apparatus on your land to provide the service.

You have received some additional documentation that we would recommend you read carefully. Within the documentation is a plan of the proposed works and a wayleave agreement. The plan details what apparatus we need to install and where on your land. The wayleave agreement is the document that we need you to sign and return, granting us the permission to install the new apparatus.

The apparatus we want to install is:

APPROXIMATELY 6 METRE(S) OF UNDERGROUND DUCT AND CABLES

If you have any queries regarding the documentation you have received, you can find the name and contact details of your dedicated consultant at the bottom of this letter.

We need this agreement because of our obligation under Paragraph 11 of the Electronic Communications Code (Schedule 3A of the Communications Act 2003 as amended by the Digital Economy Act 2017). This says that we need your written consent to carry out the work on your land. If you'd like more detail, you can find it here:

<https://www.legislation.gov.uk/ukpga/2003/21/schedule/3A>

T: 08456014516

E: rahul.kumar@openreach.co.uk

W: openreach.com

A: Registered Office 6 Gracechurch Street, London, EC3V 0AT, Registered in England and Wales no. 10690039

Electronic Communications Apparatus on Private Land

If you don't own the land, or think we need to contact someone else, please let us know as soon as you can. Thank you.

Yours faithfully,

Paul Fowle
Wayleaves Manager

Any questions about this application should be directed to:-

Rahul Kumar
rahul.3.kumar@openreach.co.uk

T: 08456014516

E: rahul.kumar@openreach.co.uk

W: openreach.com

A: Registered Office 6 Gracechurch Street, London, EC3V 0AT, Registered in England and Wales no. 10690039

Information we want you to know

Introduction

We aim to enable everyone access to a choice of high-quality electronic communications services. This is also a key principle of the Code and can be found in Para 21(4).

An unreasonable delay in securing an agreement can result in the prevention of this access. That is why Parliament has given Operators the power to apply to the Lands Tribunal (Sheriff Court in Scotland) for an Order conferring the rights we need. This is a step we have taken in the past where we have faced unreasonable delays in the progress of a case. This document seeks to provide any further information you may need to avoid any of these delays.

The agreement we are seeking is officially a Code Right. This is not a lease, nor an easement. It does not convey a legal interest in any property/land and is not a disposition of the land. There is no requirement to register it with Land Registry or execute it as a Deed. A "Wayleave" is the name given to these agreements.

Due to the nature of the agreements and our installations, a reasonable timeframe for the completion of these matters is in the region of 60 days, as long as all parties play their part in facilitating progress.

Process

In addition to this document, you will have received a series of further documents from us which includes:

- An introductory letter
- The wayleave agreement; and
- A route plan

These documents collectively provide you with all the information you should require in relation to what we wish to install, and why.

What do we need to know from you?

- That you are the correct person to grant us permission
- That you are happy with our proposed route
- That you are happy with the contents of the proposed wayleave agreement

What to do if you have queries with any of the above?

- If you are not the correct person to grant us permission, please let us know immediately so we can contact the correct person. If you can assist us with who the correct party is, please let us know.
- If you have queries regarding the planned route, please let us know the specific issue and we can work with our planning teams to try and reconcile this. The earlier you let us know, the quicker we can resolve any queries.
- If you are not happy with the contents of the proposed agreement, please let us know the specific queries you may have, ideally with a marked-up version of the agreement. We can then review this to come to a suitable resolution for all.

Information we want you to know

We have drafted the agreement to provide extra rights for landowners that go above and beyond the requirements in the Code to provide as fair and balanced a position as possible. However, if you feel you need to take professional advice on the contents, please instruct an agent at the earliest possible opportunity. This will enable swift progress to be made on the matter.

Our wayleave documentation is suitable for all varieties of installation, however there are two types of wayleave requests which is based on the purpose of the installation.

1st Party Request – Where the apparatus being installed is to provide service to a party legally related to you, often your tenant

3rd Party Request – Where the apparatus is to provide a service to someone legally unrelated to you

Payments

The main question we usually get asked is whether you should be offered a payment for our works. This normally comes from two different places:

1. A payment for the right to put apparatus on your land – we call this Consideration
2. A payment to cover any professional fees you may incur

Consideration

Whether a Consideration payment is offered for a wayleave is dependent on the purpose of the installation. This follows the aforementioned distinction between 1st and 3rd party requests.

If we are requesting a 1st Party agreement (to provide service to someone legally related to you) then we would not offer a consideration payment with the agreement. This is because the value of the installation to you is provided by the service being offered to the property in question.

If we are requesting a 3rd Party agreement, then we appreciate the value of the right needs to be considered. For this, we will offer you a payment that is proportionate to the type and amount of apparatus we are proposing to install. This figure is based on standard rates we have consulted on and agreed with the major landowning representative bodies. These payments offered are deemed to be a fair market value of the right - this is the requirement under the Code.

Professional Fees

Much like a consideration payment, the payment towards professional fees depends on the category of request.

For a 1st Party request, we would not offer a contribution towards any professional fees you incur. This is because we are contacting you at the ultimate request of an occupier of the land or building you own. In this scenario the landowner would need to seek any costs they require elsewhere, usually from their tenant directly. This is why it is very important any Agent/Solicitor is instructed as soon as possible, and the request for their fees is met at the earliest opportunity.

Information we want you to know

For a 3rd Party request, we would offer to contribute towards a fair amount of any fees incurred. We cannot agree to cover any fees you incur completely, as who you choose to take advice from is out of our hands, and therefore so are their terms of business. However, we find the reasonable contribution we are prepared to make does adequately cover the costs incurred by landowners in the vast majority of cases. Again, it is incredibly important that if you are to instruct anyone, this happens as early as possible, so this does not hold up the progress of the matter.

All agreed payments will be made upon completion of the wayleave.

Completion

Once all the above has been agreed, we want to try and complete the agreement as quickly, easily and simply as possible for everyone concerned.

We are happy to receive a scanned copy of the document signed by yourself, also using a digital signature if possible.

There is no requirement for a wayleave to have a wet ink signature, nor for a hard copy to be posted to all parties.

Digital signing of agreements is accepted and is our preferred method of completing agreements.

After completion, you will be contacted by Openreach to schedule an appropriate date and time for the works to be carried out.

Wayleave agreement for British Telecommunications plc -

BT reference: WL352066

Notice

- This is an agreement pursuant to Schedule 3A of the Communications Act 2003, otherwise known as the Electronic Communications Code ('the Code'). For more information about the Code, see http://www.legislation.gov.uk/ukpga/2017/30/pdfs/ukpga_20170030_en.pdf
- By signing this agreement, you allow us to place apparatus on your property and keep it there.
- We recommend you keep this agreement with your title deeds.

This agreement is between you,

POULSHOT PARISH COUNCIL

(your name)

(your address or registered or main office)

SN10 1RS

and us, **British Telecommunications plc** whose registered office is One Braham, 1 Braham Street, London, E1 8EE. (Registered in England No 1800000)

The term 'us' includes anyone who takes over our business, and our contractors. The term 'you' also refers to any others who are bound by this agreement under the terms of the code.

Property the agreement relates to

O/S 52A THE GREEN, POULSHOT, DEVIZES, WILTSHIRE, SN10 1RT

(**'your property'**)

Description of our apparatus

APPROXIMATELY 6 METRE(S) OF UNDERGROUND DUCT AND CABLES

(**'our apparatus'**)

If there is a plan attached to this agreement, it shows the approximate position of our apparatus.

Payment

If we are making a payment to you under this agreement, it is set out here.

£ 14.16

(This is a one-off payment).

WL352066

Your signature:	Please print name
-----------------	-------------------

Our signature:	Please print name Paul Fowle
----------------	---------------------------------

For office use only Date of agreement

1 Our rights

We have the following rights ('our rights').

We may:

- install our apparatus on, under, or over your property;
- inspect our apparatus;
- repair or substitute our apparatus;
- remove our apparatus;
- upgrade our apparatus;
- share our apparatus;
- add further cables in existing duct.

We may come on to your property to do any of these things without giving you notice.

However, we will try to contact you beforehand if possible. If we need to bring vehicles or heavy machinery onto your property, we will ask you first unless it is an emergency.

2 Our responsibilities and our limits on our liability

We will take reasonable care not to cause damage to your property, including:

- taking all reasonable precautions to avoid obstructions or interference with the use of the Property or any adjoining property;
- maintaining and keeping the Permitted Apparatus in good repair and condition and so as not to be a danger to you, your employees or property, or the tenants or occupiers of the Property;
- carrying out and completing our works and use and operate the Permitted Apparatus in accordance in all respects with all relevant legislation;
- maintaining insurance with a reputable insurance company against public liability and other third party liability in connection with any injury, death, loss or damage to any persons or property belonging to any third party arising out of the exercise by us, our employees, agents or any person under our control of the rights hereby granted, and will provide details of such insurance to you upon reasonable request;

We will use the reasonable skill and care of a competent communications provider in doing any of these things including the location of the apparatus.

If our negligence causes death or personal injury, we accept responsibility and there is no limit to our liability. We also accept responsibility for our fraud, fraudulent statements or any other liability that the law does not allow us to exclude or limit.

In relation to property damage, if we do damage your property, we will accept responsibility for damage to your property and at our option we will either (a) pay you up to £1,000,000.00 in total for all events occurring in a calendar year; or (b), or repair it to your reasonable satisfaction.

We will indemnify (compensate) you up to £5,000,000.00 if someone makes a claim against you because of us installing or keeping our apparatus on your property as long as:

- you did not cause or contribute to the claim;
- you let us know straight away when you hear about a possible claim;
- you use reasonable endeavours to mitigate any losses, damages or liability;
- you let us take control over any claim if and when we ask; and
- you get our permission in writing before you make any payments or admit liability.

Apart from what we have mentioned above (for anything else) we won't pay you more than £500,000.00 in compensation in a calendar year.

Please note that apart from liability for death or personal injury and fraud, fraudulent statements or other liability that cannot be excluded under law, we're not responsible for and will not indemnify you for any (direct or indirect) loss of profit, revenue, business, goodwill, anticipated savings, wasted expenditure, wasted time, opportunity, contracts or data, nor are we responsible for any special, indirect or consequential loss.

3 Your responsibilities

You must not damage our apparatus or allow anyone else you are responsible for to damage our apparatus.

You must not place or build anything on your property which would make it more difficult for us to get to our apparatus. You must not

Wayleave agreement for British Telecommunications plc

plant a tree or shrub if the roots are likely to interfere with our apparatus, unless you have to do this because of planning law.

4 Notices

The procedure for sending any notices under this agreement and/or the Code is set out in the Code. For all notices relating to this agreement, the 'proper address' of the Company for service shall be the Company's registered address at Companies House as updated from time to time and any such notice shall be marked 'For the attention of Openreach Wayleaves Team'.

5 Who apparatus belongs to

Our apparatus belongs to us at all times.

6 Use of personal data for placement of apparatus

We collect and process the personal data set out in this wayleave for the purposes set out in clause 1 of this Agreement. The lawful basis for the collection and processing of the personal data is to meet our legitimate interests. For information on our obligations and your rights please see our privacy policy available at:

<https://www.openreach.com/privacy-policy/>

7 Termination

7.1 Subject to the following clauses, this agreement will terminate automatically without notice in the event that we :

7.1.1 remove the Permitted Apparatus; or

7.1.2 cease to be a person to whom the Code is applied.

7.2 We may terminate this agreement by giving you three months' notice.

7.3 Subject always to clause 7.5 you can only terminate this agreement by giving us 18 months' written notice and only if,
a. you intend to redevelop the Property or land neighbouring and cannot reasonably do so unless this agreement comes to an end or

b. the prejudice caused to you by the agreement can no longer be compensated for by money and the public benefit likely to result from this agreement continuing no longer outweighs the prejudice to you

7.4 if we are in substantial breach of the agreement and

a. the breach is incapable of remedy or
b. we have failed to remedy the breach within 30 days after you have notified us of the breach;

7.5 your right to terminate this agreement is subject to paragraph 31 of the Electronic Communications Code.

7.6 you shall have the right to require removal of the Permitted Apparatus subject to Part 6 of the Code.

Notes (These notes do not form part of the agreement.)

The Electronic Communications Code is set out in Schedule 3A to the Communications Act 2003. The Code sets out our rights and responsibilities when we put apparatus on private property.

Paragraph 11 of the Code says we must get the occupier's written permission to place apparatus on private land.

Paragraph 82 of the Code gives us the right to lop overhanging trees on the roadside that interfere with our apparatus.

Part 15 of the Code sets out the procedures for notices.

BACS Form

THIS FORM MUST BE COMPLETED IF YOU ARE ENTITLED TO A PAYMENT.
THIS DOCUMENT IS VITAL TO ENSURE THAT ANY PAYMENT IS PAID
DIRECTLY INTO YOUR ACCOUNT.
THIS BACS FORM MUST BE SIGNED AND COMPLETED IN FULL.

Section 1

Wayleave Reference Number*	
Full Name*	
Address*	
Post Code*	
Contact Telephone Number*	
Contact Email Address	

**mandatory fields*

Section 2

Payments will be paid directly into your UK bank/building society. It is in your own interests to ensure that the details you give are correct.

NAME OF BANK _____

ADDRESS _____

BANK ACCOUNT NAME _____

SORT CODE

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

ACCOUNT NUMBER

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

Declaration

I declare that all of the information provided is accurate and I shall not hold Openreach liable for payments received late or not at all as a result of details provided.

SIGNED: _____

openreach

Openreach Wayleave Department For BRITISH TELECOMMUNICATIONS PLC
ELECTRONIC COMMUNICATIONS APPARATUS ON PRIVATE LAND

NAME _____

DATE: _____

Exchange Area:

SEEND

WL/SA No:

WL352066

Map Reference:

396895,159750

Planning Reference:

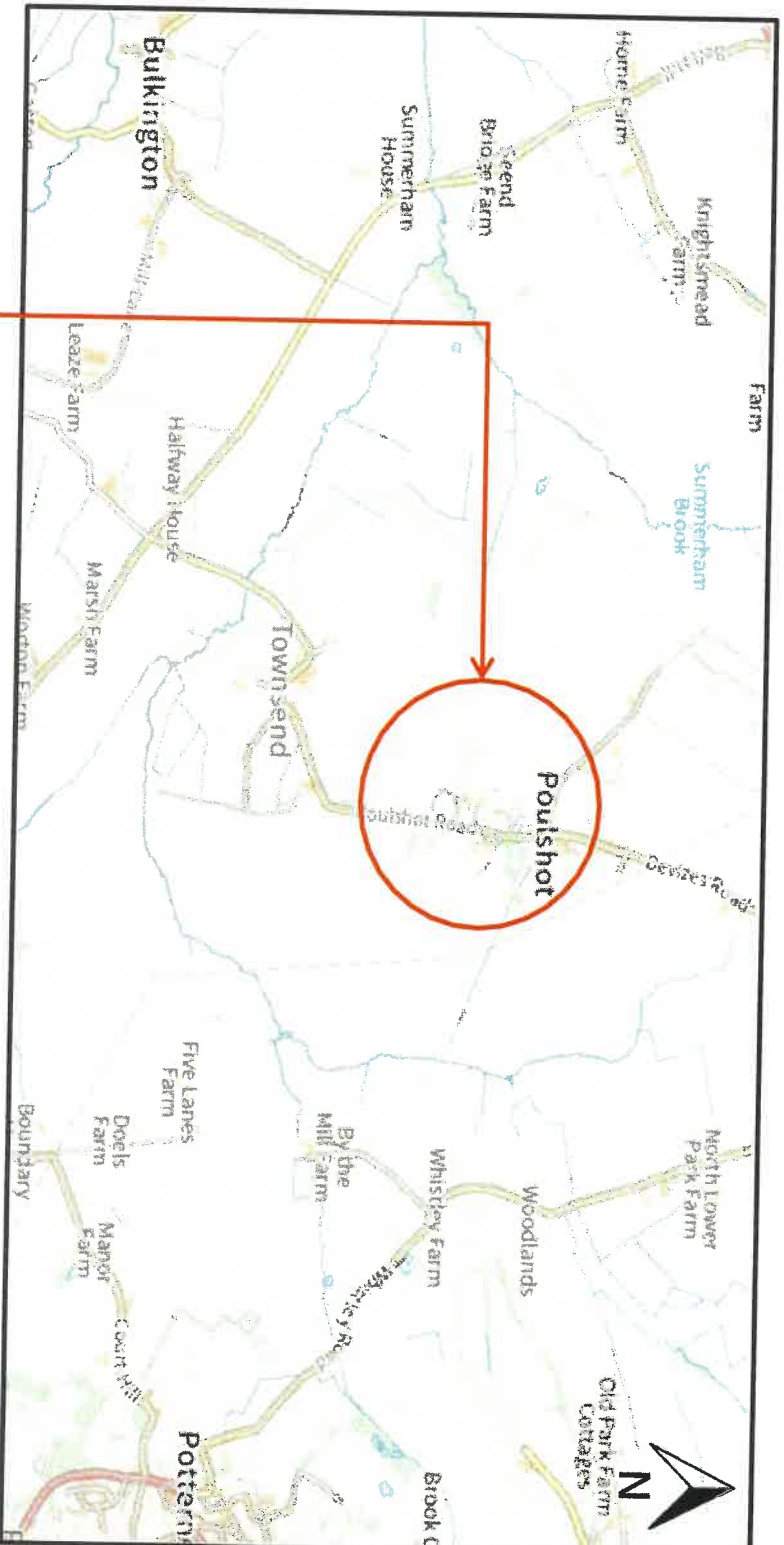
OGEA90687191

Date:

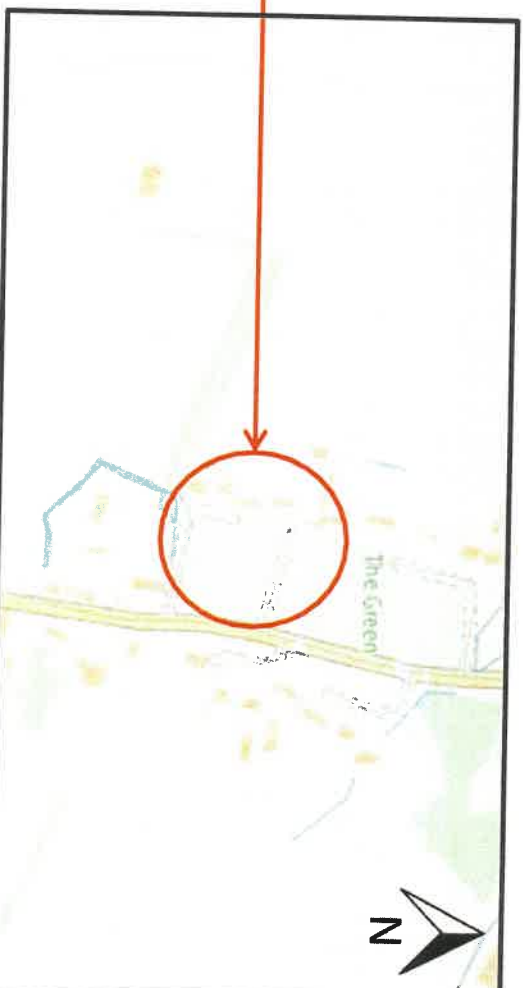
03/01/2025

Site Address:

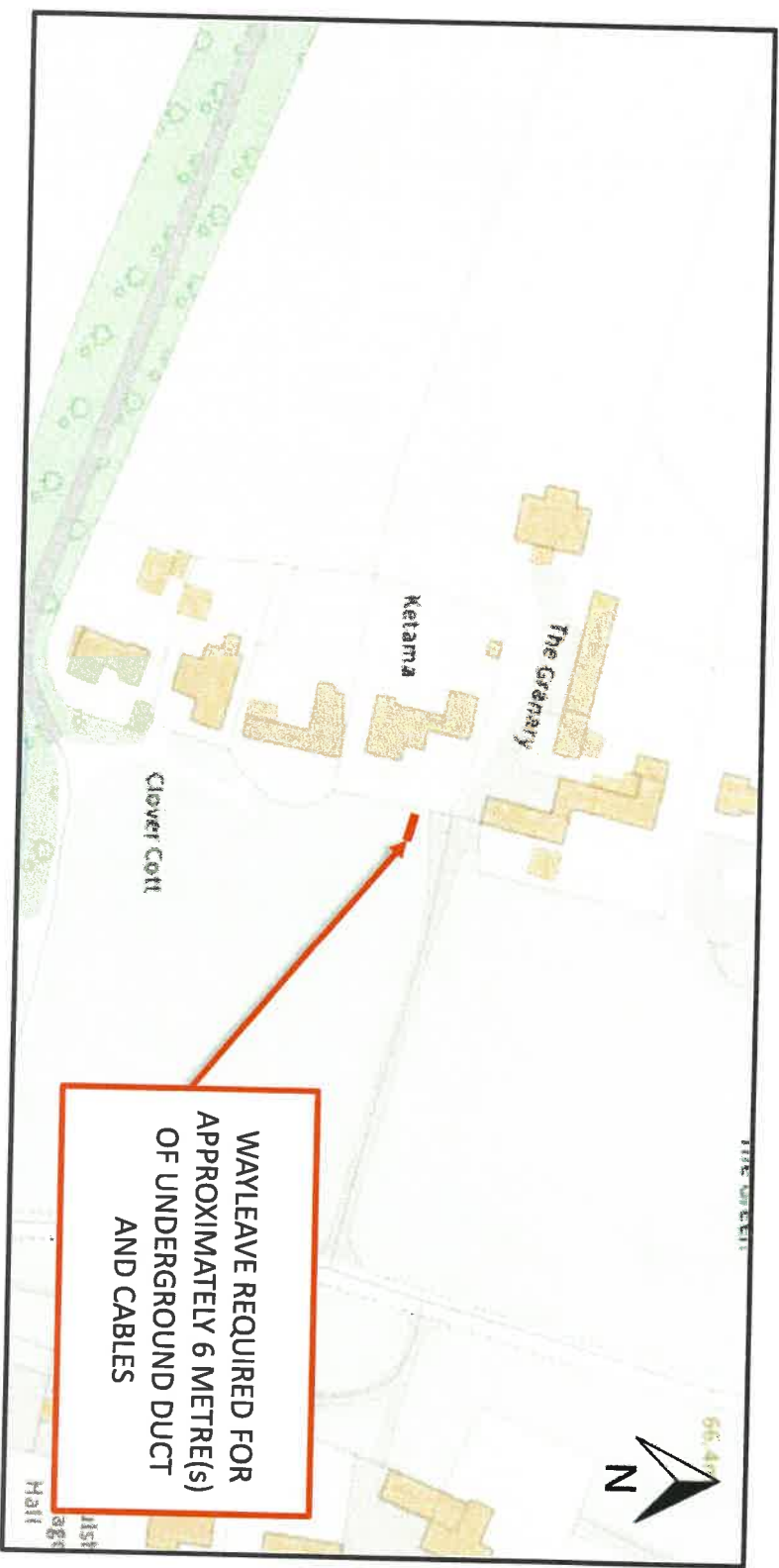
O/S 52A The Green,
Poulshot, Devizes,
Wiltshire, SN10 1RT



SITE LOCATION
(SCALE 1:25,000)



SITE LOCATION
(SCALE 1:5,000)



Sections showing normal depth (not to scale)

DEPTH	Duct				Buried Cable
	CARRIAGEWAY (CW)	FOOTWAY	"	"	
900 mm	600	600	450	350	
600 mm (FWM)	600	600	450	350	
APPROXIMATE SIZES (FOR DUCT - ACROSS BARREL)	Up to 150mm	Up to 150mm	250mm	150mm	Up to 50mm

- Notes :-
1. The actual course and depth of the proposed underground telecommunication apparatus is subject to deviation arising from unforeseen obstructions.
 2. This plan is not in respect of a service line.

Openreach Legend

Proposed	Existing	Route of Apparatus	Cabinet	Pole	Stay	Manhole	Joint Box	Small Fibre Joint	Fibre Box

Scale:

1:500

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openreach

Exchange Area:
SEEND

WL/SA No:
WL352066

Map Reference:
396895,159750

Planning Reference:
OGEA90687191

Date:
03/01/2025

Site Address:
O/S 52A The Green,
Poulsnot, Devizes,
Wiltshire, SN10 1RT

Account Balance - 4 March 2025

	Treasurer's Account	Savings Account	Lloyds Community Fund Account	Community Fund Account (Cambridge & Counties)	Totals
Bank Balances Last Meeting (14Jan25)	£9,663.07	£14,211.52	£36,533.41	£85,000.00	£137,068.98
Movement since last meeting	-£2,931.98	£24.54	£63.09	£0.00	-£2,844.35
Resulting Balances	£6,731.09	£14,236.06	£36,596.50	£85,000.00	£134,224.63
Bank Balances	£6,731.09	£14,236.06	£36,596.50	£85,000.00	£142,563.65
Creditors	£1,036.35	£0.00	£0.00	£0.00	£0.00
Debtors	£0.00	£0.00	£0.00	£0.00	£0.00
Balances	£5,694.74	£14,236.06	£36,596.50	£85,000.00	£141,527.30
		Parish Accounts	Community Fund		
		£19,930.80	£121,596.50		
£141,527.30					

Transaction Approval as reported at Full Parish Council Meeting

Minute Reference: _____

Signed:	
Chair	_____
Other Finance Member	_____
Dated:	_____

Transactions Since Last Meeting

Ser	Date Bank Statement	Invoice Date	Details	Invoice Number	Category of Spend	Ch/Ref	V No	Receipts	Payments	VAT
104	09-Jan-25	21-Dec-24	TALKMOBILE 103984662AE53CED		Subscriptions	DD	25/PV/68		£4.95	
105	13-Jan-25	14-Nov-24	POULSHOT VILLAGE H 600000001461013710 VH SEP24 INV0812-1 608301 10 22NOV24 10:24	Inv0812-2	Expenses incl VH Hire	FPO	25/PV/70		£30.00	
106	15-Jan-25	29-Dec-24	1&1 INTERNET LTD 2024-12-29 203045787217-IONOS CLOUD LTD_V50520923-61230706	Inv203045787217	Admin including website	DD	25/PV/82		£18.00	£3.00
107	17-Jan-25	07-Dec-24	ICO ZA095424 - See Email Invoice as Direct Debt	ICO:00018706259	Subscriptions	DD	25/PV/83		£35.00	
108	23-Jan-25	25-Dec-24	CHARLTON BAKER LTD	Inv77153	Payroll Service Fee	SO	25/PV/81		£16.50	£2.75
109	31-Jan-25	26-Jan-25	ADAM N PATERSON 100000001491605506 PPC ALLOT INV26 110231 10 31JAN25 14:47	Inv0026	Green and other maintenance	FPO	25/PV/84		£1,950.00	£0.00
110	31-Jan-25	29-Jan-25	IDVERDE LIMITED 200000001496764663 POU02 10932438 300009 10 31JAN25 14:46	Inv10932438	Green and other maintenance	FPO	25/PV/85		£201.90	
111	31-Jan-25	31-Jan-25	JEANNETTE YOUNG 400000001505621574 PAY JAN25 EXPDEC24 208458 10 31JAN25 14:46	Pay	Staff Costs	FPO	25/PV/86		£248.86	
112	31-Jan-25	31-Jan-25	JEANNETTE YOUNG 400000001505621574 PAY JAN25 EXPDEC24 208458 10 31JAN25 14:46	Expenses	Admin including website	FPO	25/PV/86		£10.00	
113	03-Feb-25	20-Dec-24	WATER2BUSINESS 1038012101 13Jun-19Dec24	Inv5067147250	Water Bill (Allotments)	DD	25/PV/87		£44.78	
114	10-Feb-25	21-Jan-25	TALKMOBILE 103984662AE53CED		Subscriptions	DD	25/PV/88		£4.95	
115	14-Feb-25	29-Jan-25	1&1 INTERNET LTD 2025-01-29 203046311247 IONOS CLOUD LTD_V50520923-67202547	Inv203046311247	Admin including website	DD	25/PV/89		£18.00	£3.00
116	24-Feb-25	25-Jan-25	CHARLTON BAKER LTD	Inv77763	Payroll Service Fee	SO	25/PV/90		£16.50	£2.75
117	04-Mar-25	28-Feb-25	JEANNETTE YOUNG PAY Feb25 ExpJan25 Pay	Pay	Staff Costs	FPO	25/PV/91		£314.44	
118	04-Mar-25	28-Feb-25	JEANNETTE YOUNG PAY Feb25 ExpJan25 Expenses	Expenses	Admin including website	FPO	25/PV/92		£18.10	
								£	£2,931.98	£11.50
								Monthly Balance	-£2,931.98	

Pending Invoices

Ser	Date Bank Statement	Invoice Date	Details	Category of Spend	Ch/Ref	V No	Receipts	Payments	VAT
		01-Mar-25	1&1 INTERNET LTD 2025-03-01 203046865451 IONOS CLOUD LTD_V50520923-67202547 28Feb-28Mar25	Admin including website	DD	25/PV/93		£18.00	£3.00
		21-Feb-25	TALKMOBILE 103984662AE53CED	Subscriptions	DD	25/PV/94		£4.95	
		25-Feb-25	CHARLTON BAKER LTD	Payroll Service Fee	SO	25/PV/96		£16.50	£2.75
		ttc	idVerde - Monthly at GBP201.90	Green and other maintenance				£201.90	£33.65
		ttc	Green Tree Works - Authorised Work Not Completed	Green and other maintenance				£445.00	£56.00
		ttc	Election Fees - Wiltshire County Council (ESTIMATE)	Election Fees				£350.00	
							£0.00	£1,036.35	£95.40

Note.

Anticipated Transactions Before Next Meeting

Ser	Date Bank Statement	Invoice Date	Details	Category of Spend	Ch/Ref	V No	Receipts	Payments
		Monthly	1&1 InternetLid (V50520923-290486224) Inv TBC £18 pcm	Admin including website	DD			£36.00
		Monthly	Charlton Baker Inv - Monthly (£15.50 pcm)	Payroll Service Fee	SO			£31.00
		ttc	idVerde - Monthly at GBP201.90	Green and other maintenance				£201.90
		Bi-Monthly	Village Hall Invoice	Expenses incl VH Hire	BACS			£30.00
		Monthly	Vodafone - Talkmobile Contract (£5 pcm)	Subscriptions	DD			£10.00
		If Requested	Jubilee Refunds (Tranquil Moments, Townsend Barn Nursery, Lodge Farm)	Jubilee Donations				£190.43
		Annual	Open Spaces Membership - Estimate	Subscriptions				£50.00
		Monthly	Clerk Salary	Staff Costs				£300.00
							£0.00	£849.33

Uncommitted Precept 2024/25	£5,694.74	Treasurer's Ac Balance	minus	Anticipated Spend + Pending Invoices	£ 1,885.68
	£3,809.06				